

8/31/94

**1992 - 1994  
A G R E E M E N T**

**between**

**OXFORD AREA COMMUNITY SCHOOL  
DISTRICT NO. 7**

**and**

**OXFORD SCHOOL EMPLOYEES CHAPTER  
OF LOCAL 1472**

*Oxford Area Community School*



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1992-1994  
AGREEMENT  
between the  
OXFORD AREA COMMUNITY SCHOOL DISTRICT NO. 7  
and the  
OXFORD SCHOOL EMPLOYEES CHAPTER OF LOCAL 1472

\* \* \* \* \*

THIS AGREEMENT is made between the BOARD OF EDUCATION OF THE OXFORD AREA COMMUNITY SCHOOL DISTRICT NO. 7 (hereinafter referred to as the Board) and the OXFORD SCHOOL EMPLOYEES CHAPTER OF LOCAL 1472 affiliated and chartered by Council 25 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union.)

PURPOSE AND INTENT

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

The parties recognize that the interest of the community depends upon the Board's and the Union's success in establishing a proper service to the community.

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

NOTE: The headings used in this Agreement and the Exhibits neither add to nor subtract from the meaning but are for reference only.

ARTICLE I

RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment for the duration of this Agreement for all employees of the Board included in the bargaining unit described below:

Custodial Employees  
Bus Drivers  
Cafeteria Employees  
Mechanics  
Special Education Bus Monitors

EXCLUDED: Noon Aides, Crossing Guards, Clerical (employed at Board office and confidential employees), Library Aides, Teacher Aides, Secretaries - Clerk Typists, Substitutes\*, Temporary Employees, and Supervisors, pursuant to the Act.

ARTICLE II

AID TO OTHER UNIONS

The Board and its administrative staff will not aid or promote any labor group or organization which purports to engage in collective bargaining or make any agreement with such group or organization. The Board agrees to negotiate with none other than the Union for the duration of this Agreement.

\* not including substitutes employed pursuant to Article XV, Section C(6)

### ARTICLE III

#### UNION SECURITY

All employees who are members of the Union at the signing of this Agreement and all new employees who voluntarily become members of the Union shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and all new employees or employees transferred or rehired shall be required, as a condition of employment, either to become members of the Union for the duration of this Agreement on or before the 30th day following such effective date or pay a service charge equal to the monthly dues of the Union. The above clause, under no circumstances, shall take effect until after the probationary period is finished.

### ARTICLE IV

#### DUES DEDUCTION AND AGENCY CLAUSE

The Board shall deduct the required amount of fee for payment of Union dues or a service charge from the pay of each bargaining unit employee from whom it receives a signed authorization to do so. The amount of dues or service fees to be deducted and all authorization forms shall be filed with the Board's Superintendent of Schools two (2) weeks prior to the second scheduled payday of the first month of employment. Such

dues or service charge is to be deducted from the second pay in each calendar month and remitted to the financial officer of the local Union not later than the tenth day of the following month. The Board shall furnish a monthly listing of employees for whom the Union has submitted signed authorizations for deduction of dues or a service charge. Such listing shall show amount of deduction or service charge made and shall state for whom deductions were not made. The Superintendent or his designee shall furnish the names and positions of newly hired bargaining unit employees within thirty (30) days of their date of hire to the Chapter Chairperson.

A. Deductions shall be made only in accordance with the provisions of said authorization for check-off dues or service charge, together with the provisions of this Agreement. The Board shall have no responsibility for the collection of initiation fees, membership dues or service charge, special assessment, or any other deduction not in accordance with this provision.

B. 1. Limit of Board's liability: The Board shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employee.

2. The Union will protect and save harmless the Board from any and all claims, demands, suits,



and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with Articles III and IV of this Agreement.

3. Any employee may voluntarily cancel or revoke the authorization for check-off deduction within a thirty (30) day period prior to the termination of this Agreement with written notice to the Board and the Union.
4. The refund to employees of monies deducted from their wages under such authorization shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of said dues deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction.
5. The Union will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with this Agreement.

#### ARTICLE V

#### REPRESENTATION

A. Employees shall be represented by a steward in each of the following classifications:

1. Custodians - Day/Night
2. Bus Drivers
3. Cafeteria Employees
4. Mechanics
5. Special Education Bus Monitors

A list of stewards and Union officers shall be submitted to the Superintendent of Schools by September 30 of each year and within thirty (30) days after any changes have been made.

B. Alternates shall be named in the absence of a steward, and the immediate Supervisor shall be immediately notified.

C. 1. The steward of an employee involved in a grievance proceeding (or in the absence of the steward, the chief steward) during his/her working hours may, in accordance with the terms of this Article, investigate and present grievances to the Board or the appropriate Board representative upon having advised their immediate Supervisor of same. The immediate Supervisor will grant permission and provide sufficient time to the stewards to leave their work for these purposes. The privilege of stewards to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and stewards will perform their regularly assigned work at all times. Any alleged abuse by

either party will be a proper subject for a special conference.

2. The local Chapter Chairperson shall also be allowed time off under these provisions to present grievances at Step 4 of the Grievance Procedure.

## ARTICLE VI

### SPECIAL CONFERENCES

Special conferences for important matters will be arranged at a mutually agreed time between the local Chapter Chairperson and the Board or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Board 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 at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council or a representative of the International Union. The time and date of special conferences shall be arranged within ten (10) working days following the date the special conference is requested.

ARTICLE VII

GRIEVANCE PROCEDURE

A. A grievance is an alleged violation involving a work situation or a deviation from, or a misinterpretation, or misapplication, or violation of any provision of this Agreement.

B. Grievance Procedure - A grievance shall be presented and adjusted in accordance with the following procedures only:

1. Step 1

- a. The employee shall discuss items believed grievable with the steward.
- b. The steward shall discuss the grievance with the Building Principal of the primary work assignment or the Classification Supervisor in all cases where the primary work assignment is not within a particular school building. During this discussion, the Building Principal or Classification Supervisor should be advised that the discussion involves a possible grievance.

2. Step 2

- a. If the matter is not resolved verbally through Step 1, it shall be reduced to writing and submitted to either the Building Principal or the Classification Supervisor within twenty (20) working days from the date the alleged grievance occurred. The written

grievance shall be signed by the employee or employees involved and the steward.

- b. The immediate Supervisor or Building Principal shall be responsible to see that a written response to the grievance is tendered to the local Chapter Chairperson within ten (10) working days of the receipt of written grievance.

3. Step 3

- a. Within ten (10) working days after receiving the decision from the immediate Supervisor, the local Chapter Chairperson may appeal the decision to the Superintendent of Schools or the designee. The written appeal shall be accompanied by a copy of the original grievance and a copy of the decision of the immediate Supervisor or Building Principal.
- b. The Superintendent or the designee shall respond by investigating the alleged grievance, meeting with a staff representative from AFSCME and allowing all parties a reasonable opportunity to be heard. The Superintendent or designee shall tender in triplicate a decision within ten (10) working days after receipt of appeal, with copies being sent to the local Chapter Chairperson.

4. Step 4

- a. Within ten (10) working days after receiving the decision of the Superintendent or the designee, the local Chapter Chairperson may appeal the decision to the Board Grievance Committee by written notice filed at the Board office. The Board shall grant a hearing on the grievance within thirty (30) calendar days. The Chapter Chairperson will be advised of the hearing at least forty-eight (48) hours in advance.
- b. The Board Grievance Committee shall render a decision on the appeal hearing within ten (10) working days. The decision shall be submitted to the local Chapter Chairperson in writing.
- c. Both parties recognize the credence and existence of the possibilities of State Mediation and/or Factfinding processes under the law and further concur that if mutually agreed upon, could possibly provide a fifth step of the Grievance Procedure when necessary.

5. Step 5

- a. If the grievance is still unsettled, the Union may within thirty (30) calendar days

after the written reply of the employer's representative, request arbitration by written notice to the Board Grievance Committee (under the Rules of the American Arbitration Association), and the Arbitrator shall not add to or subtract from the wording of the Agreement.

- b. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Superintendent or designee and the Union within fifteen (15) calendar days after notice has been given. If the parties fail to agree to an Arbitrator, an Arbitrator will be selected by the Rules of the American Arbitration Association.
- c. The decision of the Arbitrator, if within the scope of his authority, shall be final and binding on the parties, and the Arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and argument.
- d. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Board and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either

party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make copies available without charge to the other party and to the Arbitrator.

e. The Arbitrator shall be subject to the following limitations:

- (1) The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement nor to render any decision inconsistent with the terms and provisions of this Agreement.
- (2) The Arbitrator shall have no power to apply state or federal law.
- (3) The Arbitrator shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law and this Agreement.
- (4) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the



Arbitrator shall have no power to order one.

- (5) The arbitration award shall not be made retroactive beyond twenty (20) working days preceding the date the Grievance is filed.

C. General

1. The local Chapter Chairperson will be allowed to seek advice and counsel and have present at any hearing or step in the Grievance Procedure a representative from the parent Union.
2. Any individual employee at any time may present a grievance to the Board and have the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of the Agreement, provided that the Union has been given an opportunity to be present at such adjustment.
3. An employee may at any step in the Grievance Procedure withdraw a grievance or any grievance without prejudice. Withdrawal notice shall be in writing, but if said grievance is reopened, it must revert back to Step 1 of the original Grievance Procedure within twenty (20) calendar days of being withdrawn.

4. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate.

## ARTICLE VIII

### DISCHARGE AND SUSPENSION

A. Notice of Discharge or Suspension - The Board agrees to promptly notify in writing the involved steward if an employee is given a written reprimand or discharged or suspended from his employment with the District.

B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with the steward, and the Board will make available an area where they may do so before the employee is required to leave School District property. Upon request, the Board or its designated representative will discuss the discharge or suspension with the employee and the steward.

C. Appeal of Discharge or Suspension - Should the discharged or suspended employee or steward consider the discharge or suspension to be improper, a grievance shall be presented in writing through the Union at Step 3(a) of the Grievance Procedure within four (4) regularly scheduled workdays from the date the discharge or suspension was imposed. Except in cases of discharge and suspension, any grievances involving other forms of disciplinary actions, such as reprimands or written warnings, shall be initiated at Step 1 of the Grievance

Procedure. Written notice of written reprimands shall be provided to the steward who represents the employee being disciplined within two (2) working days of the date of the written reprimand. The parties agree that oral reprimands shall not be reduced to writing and placed in the employee's personnel file.

D. Use of Past Record - In imposing any sanction on a current charge, the Board will not take into account any prior infraction which occurred more than three (3) years previously nor impose sanctions on an employee for inadvertent errors or mistakes on their employment application after a period of two (2) years from their date of hire, unless application is deliberately falsified.

## ARTICLE IX

### SENIORITY AND PROBATIONARY EMPLOYEES

A. All new employees hired in the bargaining unit shall be considered as probationary employees for the first sixty (60) workdays of their employment, excluding the summer months when school is not in session for employees who are not scheduled to work during that period. The sixty (60) workday probationary period shall be accumulated within not more than six (6) months. The six (6) month period must be part of the employee's regularly scheduled work year for the assigned position. Employees completing the probationary period by accumulating sixty (60) workdays of employment within not more than six (6) months shall

be entered on the seniority list of the bargaining unit and shall rank for seniority from their date of hire. If the probationary period is not completed within the six (6) month period, the employee shall be required to serve a new sixty (60) workday probationary period. The probationary period shall not otherwise affect wage adjustments which are due to an employee in accordance with the wage schedule.

B. The Union shall represent probationary employees for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. Probationary employees may be summarily discharged.

C. Seniority

1. Classification Seniority - Except as otherwise provided in this provision, seniority shall be on the basis of an employee's length of service in a classification commencing with the employee's date of hire or, in cases of transfers or promotions, the employee's first day of work in a classification.
2. District-Wide Seniority - For purposes of transfer, promotion, or the filling of vacancies only, resulting in a change in classification (example: change from the bus driver classification to the custodial classification), an employee's seniority shall be on a school district-wide basis in accordance with the

employee's last date of hire within the bargaining unit. After an employee has changed classifications, he/she shall accrue classification seniority in accordance with Subsection 1 immediately above.

3. Accrued Seniority in More than One (1)

Classification - An employee who has accrued seniority in more than one (1) classification shall retain such accrued seniority which may be exercised in accordance with the Layoff and Recall provisions of this Agreement.

4. General - It is understood and agreed that seniority accrued within a classification, except as provided above, shall be the basis for the following purposes, including, but not limited to: wage placement, shift preference, vacation benefits\*, promotions or transfers within the classification and other purposes regarding the exercise of seniority in a classification. If more than one (1) employee has the same seniority date, seniority shall be determined alphabetically by the first letter of the employee's last name at the date of hire, and then by the second letter of

\* Vacation Benefits - If an employee changes classifications between the mechanics classification and the custodial classification or vice versa, such employee shall retain years of service credit for purposes of the applicable vacation schedule.

the employee's last name, and so on, if the tie is not broken by the first letter. Substitute employees shall not accrue seniority for any purpose under the terms of this Agreement nor shall any time worked as a substitute by any employee be credited to an employee's accrued seniority, except as otherwise provided in Article XV.

#### ARTICLE X

##### SENIORITY LIST

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

B. The seniority list on the date of this Agreement will show the names and job titles of all employees entitled to seniority within their classification.

C. The Board will keep the seniority list up to date at all times and will provide the local Chapter Chairperson with the up-to-date copies up to once per month upon request.

#### ARTICLE XI

##### LOSS OF SENIORITY

Employees shall lose their seniority for the following reasons only:

1. They quit.
2. They are discharged and the discharge is not reversed through the Grievance Procedure.

3. a. An employee who is absent for three (3) consecutive working days without notifying their immediate Supervisor shall be terminated from their employment.
  - b. After such absence, the Superintendent or designee shall send written notification to the employee at their last known address that their employment has been terminated.
  - c. Exceptions shall be made by the Superintendent or designee involving proper cases.
4. They do not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions shall be made by the Board.

NOTE: Employees who do not return from sick leaves or leaves of absence will be treated the same as 3 above.

## ARTICLE XII

### SHIFT PREFERENCE

Shift preference within each job or position level\* in each classification shall be granted on the basis of seniority to affected employees in the same job or position level in the same classification. Affected employees may exercise a shift preference for the following school year, once within a twelve-month period on the second Tuesday of each June as provided

\* For purposes of this provision, the head custodian position in a one-man school (unit person) and the head custodian position shall be considered as custodial positions for the purpose of shift preference selection, provided that the exercising of a shift preference by any employee shall not be used for promotional purposes. The maintenance positions shall not be considered as custodial positions for purpose of exercising shift preference.

herein except in emergencies.\* Employees desiring to exercise a shift preference shall submit a written request to their Supervisor between May 1st and May 30th of each year. If any requests for shift preference are made, a bid meeting shall be held on the second Tuesday of June of that year. At the bid meeting employee's requesting shift preference may "bump" or displace a lower seniority employee. Displaced employees may "bump" a lower seniority employee until all positions have been filled at the meeting. In the event a promotional position (defined as a promotional position within the classification, not the bargaining unit) is vacated due to the exercise of a shift preference by an employee, the position shall be posted in accordance with the provisions of Article XVIII. If the position vacated by the employee exercising shift preference, in accordance with this provision, is not a promotional position, the vacated position shall be filled pursuant to the applicable provisions of Article XVII.

### ARTICLE XIII

#### SENIORITY OF STEWARDS AND OFFICERS

Members of the bargaining unit who are elected to the position of chapter chairperson, vice chairperson, secretary,

\* In the event an employee's shift would result in the loss of his/her employment with the School District due to a change of circumstances, the employee may exercise a shift preference on the basis of seniority one additional time during the school year.



treasurer or steward of the Oxford School Employees Chapter of Local 1472 shall have senior employee status in case of layoff for positions within their classification for which they are qualified and have the ability to perform. For purposes of the selection of the special education summer bus run(s), bus driver members of the bargaining unit who are elected to the position of chapter chairperson, vice chairperson, secretary, steward or treasurer of the Oxford School Employees Chapter of Local 1472 shall have senior employee status. In the event more than one bus driver is eligible for a summer special education bus run under this provision, total bus driver seniority of the eligible drivers shall be the determining factor for the run selection.

#### ARTICLE XIV

##### SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Board and the Union. They shall be approved or rejected within a period of ten (10) calendar days following the conclusion of negotiations. It is expressly understood that no areas of this contract may be reopened for negotiation without the mutual agreement of the parties.

ARTICLE XV

LAYOFF

A. Definition - "Layoff" shall be defined to mean a reduction in the working force covered by the terms of this Agreement.

B. Notice - Employees being laid off shall be given a written notice of layoff in accordance with this provision at least seven (7) calendar days prior to the date the layoff is to be effective. The written notice of layoff shall be provided to an employee by personal delivery which may include placement in an employee's pay envelope or by first-class mail mailed to the employee's address listed on his/her personnel record.\* In the event that the written notice of layoff is mailed to an employee, the seven (7) calendar day notice period shall commence on the second day following the date that the notice of layoff is mailed by placement in a United States Post Office mailbox or deposited with a United States Post Office.

C. Procedure - In the event of a layoff, affected employees shall be laid off in the following order and in the following manner:

1. First, probationary employees and temporary employees within the classification or classifications affected by the layoff.

\* If an employee is on vacation or away from his/her residence for an extended period of time, the employee will notify the personnel office in writing of an address where the employee can be notified in accordance with this provision.

2. Second, the necessary number of the lowest seniority employees in the classification or classifications affected by the layoff based upon the seniority the affected employee or employees have accrued in the classification, subject to the following provision.
3. A seniority employee being laid off from his/her position may exercise his or her seniority as to any position within his/her classification which is equal to or lower than his or her position based upon comparative wage rates\*, provided that the employee is qualified for the position. In the event no position is available within the employee's classification and the employee has accrued seniority and worked in another classification within the bargaining unit, the employee may exercise his or her seniority accrued in his/her former classification and displace a lower seniority employee in that classification. This procedure shall only affect the lower seniority employee or employees in the

\* In the event a head custodian or maintenance position, which has not been otherwise terminated or eliminated by the Board, is vacated as a result of the layoff procedure, such position shall be filled in accordance with the provisions of Article XVIII. For the custodial classification, comparative wage rates shall not include shift premium, weekend check pay, or building supervision pay.

classification and shall apply to employees who are displaced by other employees exercising their seniority rights within the classification.

4. Seniority - For purposes of this provision, the seniority of employees shall be based upon the seniority the employee has accrued in a classification, not on seniority accrued on a district-wide basis. Employees who are laid off under the terms of this Agreement, excluding probationary employees, shall accrue seniority while laid off for a period not to exceed their accumulated seniority or a period of one (1) year, whichever period is less. The accrual of seniority during a layoff shall not apply to wage placement, vacations, or accrual of sick leave days.

5. Notice of Vacant Bargaining Unit Positions - Laid off employees shall receive written notice of vacant bargaining unit positions (including promotional positions and newly created positions which are posted in accordance with Article XVII) by first-class mail mailed to their last known address during the period such employees are eligible for recall under the terms of this Agreement.

6. Substitutes - (a) An employee who is laid off under this provision and who works as a substitute in a bargaining unit position during the period of layoff shall not accrue any bargaining unit rights under the terms of this Agreement, except as provided above.

(b) A laid off employee who works as a substitute employee for more than thirty (30) calendar days in the same classification shall be entitled to the accrual and use of all contractual benefits, except insurance provided to regular employees hereunder. Such entitlement shall begin on the 31st day and shall not be retroactive.

(c) Laid off employees who substitute in the classification from which they were laid off shall be paid the rate of pay (excluding supplementals and shift premium) they were being paid at the time they were laid off for the performance of substitute work during the period such employees are eligible for recall under the terms of this Agreement.

(d) The rate of pay paid to laid-off employees for the performance of substitute duties shall not be subject to incremental increases or wage schedule increases.

(e) The rate of pay paid to laid-off employees who substitute in the classification from which they were laid off shall not be less than the base rate of the classification.

(f) If an employee who is laid off substitutes in a classification other than the classification from which he/she was laid off, the employee shall be paid the base rate for that classification.

D. Layoff of Special Education Bus Monitors - In the event of a layoff of special education bus monitors, the order of reduction shall be as follows:

1. First, probationary special education bus monitors.
2. Second, the necessary number of the lowest seniority special education bus monitors.

Special education bus monitors shall not be eligible to bump or displace employees in any other classification in the event of a layoff. Employees in other classifications shall not be eligible to bump or displace special education bus monitors in the event such employees are laid off.

ARTICLE XVI

RECALL\*

A. Procedure - In the event the work force covered by the terms of this Agreement is increased following a layoff, the following procedure shall apply:

1. First, employees who have exercised their seniority within their classification by accepting another position equal to or lower than the position from which they were laid off shall be recalled to the position they held at the time of layoff on the basis of seniority accrued within the classification, with the highest seniority employee being recalled first.
2. Second, employees shall be recalled to the classification from which they were laid off in reverse order of the layoff, with the highest seniority employee being recalled first. This provision applies to employees who were laid off from the classification and to employees who were, likewise laid off from the classification but who exercised their accrued seniority in another classification in which they had previously worked. Employees being recalled in accordance with this provision shall be eligible for positions which are lower

\* The recall of employees from layoff shall be subject to the applicable provisions of Article XX, Section A(4), entitled "Return from Leave of Absence."

than or equal to the position from which they were laid off based upon comparative wage rates, provided that they are qualified if the position or job level within the classification is different from the position or job level they held at the time of layoff.

B. Notice of Recall - In the event of a recall, the Board or its designee shall provide a written notice of recall to the affected employee or employees by personal delivery or by registered or certified mail, sent to the employee at his last known address. It is the responsibility of the employee to advise the Superintendent or his designee of his/her current address and of any changes in his/her address.

C. Reporting to Work - In the event an employee fails to report his/her intent to return to work within five (5) working days following the date of delivery of a written notice of recall the employee shall be considered a quit. Further, in the event an employee fails to report to work within ten (10) working days after the date the employee reported his/her intent to return to work, the employee shall be considered a quit.

D. Right to Recall - No employee shall have a right to recall or be eligible for recall for a period of time exceeding his/her accumulated seniority at the time of layoff up to a maximum period of six (6) years. The minimum period during which an employee shall have a right to recall or be eligible for recall shall be a period of two (2) years from the date the employee is laid off.



E. Recall of Special Education Bus Monitors - If special education bus monitors are recalled following a layoff, they shall be recalled to their classification in reverse order of the layoff, with the highest seniority employee being recalled first. Laid-off special education bus monitors shall not be eligible for recall to other classifications, and laid-off employees from other classifications shall not be eligible for recall to the special education bus monitor classification.

## ARTICLE XVII

### TRANSFERS

A. Transfer to Positions Outside of Bargaining Unit - In the event an employee is transferred to a non-bargaining unit position in the School District and thereafter is transferred to a position within the bargaining unit, the employee shall be credited with the seniority the employee accrued before leaving the bargaining unit, but the employee shall not have accumulated additional bargaining unit seniority while serving in the non-bargaining unit position, except as otherwise provided herein. All employees who transferred from a bargaining unit position to a non-bargaining unit position in the School District prior to September 1, 1987, shall receive full credit for seniority accrued in the bargaining unit and shall accrue and accumulate bargaining unit seniority during the time the employee works in the non-bargaining unit position, including all time worked before and after September 1, 1987. A list of

employees working in non-bargaining unit positions who are accumulating bargaining unit seniority shall be provided to the Union by the Superintendent or designee.

B. The Board agrees that in any movement of work not covered above in Section A, the Board's designee will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

C. 1. Vacancies and Newly Created Positions (Transfer) -

In the event of a vacancy or a newly created position within the bargaining unit, employees shall be given the opportunity to transfer on the basis of seniority, provided that such transfer may not be used for promotional purposes. A lateral transfer of an employee within the classification in which the vacancy or newly created position exists will be considered on a seniority basis during each bidding process and given before an appointment from outside the classification.

2. Posting - All vacancies and newly created positions shall be posted on the Union bulletin board in each building at least seven (7) calendar days prior to filling such vacancy or newly created position. The posting of a vacancy or newly created position shall be both for purposes of this Article and for purposes of Article XVIII.

Applications for vacancies and newly created positions shall be in writing.

D. Building Closing - In the event of a school building closing or program change or alteration affecting bargaining unit employees, such employees may displace other employees within the same classification at the same job or position level based upon comparative wage rates, as defined in Article XV, on the basis of seniority. If the building closing or program change or alteration results in a reduction of personnel within one (1) or more classifications affected by the closing, the provisions of Article XV shall apply to such classification or classifications, rather than the provisions of this Section. This Section may not be used for promotional purposes.

#### ARTICLE XVIII

##### PROMOTIONS

- A. 1. Promotions to vacant positions within the bargaining unit shall be made on the basis of seniority, qualifications, and requirements for the position. First consideration shall be given to eligible employees within the classification in which the vacancy exists and, second, to eligible employees within the bargaining unit. Position vacancies shall be posted for a period of seven (7) calendar days on the Union bulletin board in each building. Employees interested in the

vacant position shall apply within the seven (7) calendar-day posting period. An employee applicant granted the promotion shall serve a twelve (12) week trial period (not including summer work) to determine:

- a. The employee's desire to remain in the position;
  - b. The employee's ability to satisfactorily perform the work associated with the position.
2. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing by the Board to such employee.
3. Notwithstanding other provisions of this Article, the District may, on an alternating basis, fill entry level custodian positions by either promoting the most senior qualified employee, or by hiring an employee off the substitute custodian list.
  - a. The parties understand that the District maintains a list of non-bargaining unit substitute custodians, which is sometimes increased by one of two additional temporary employees during the summer months. The parties agree that the District will provide the opportunity, on the basis of greatest seniority and qualifications, to one bargaining unit employee from the Food Service division, to fill these extra temporary positions, if the District hires extra temporary employees during the summer months, and to get on the substitute custodian list and to work as a temporary custodians during the summer months. The District will attempt to provide these employees with approximately the same average

number of hours as are worked by the regular substitute employees but strict equalization shall not apply and the District shall not be required to pay compensation for unequal distribution. An employee shall not become eligible for unemployment compensation during the summer months as a result of the application of this provision. If an employee applies for unemployment as a result of working as a temporary custodian, then the District shall not be required to allow any other bargaining unit member to work as a temporary substitute custodian, and the parties shall meet and confer.

- b. The District may also offer the above mentioned bargaining unit members the opportunity to work as substitute custodians during the school year if (1) they are available and the hours do not conflict with their regular jobs; (2) no regular substitute employee is available; and (3) the hours do not have to be combined for the purposes of overtime compensation under applicable law.
  
- c. Members of the bargaining unit shall be shown separately on the substitute employee list in order of their seniority. Vacant, permanent entry level custodian positions occurring after September 1, 1992, shall be filled by hiring from the substitute custodian list. The first vacancy occurring after that date shall be filled by hiring the more senior, qualified bargaining unit member from the list. The next such vacancy shall be filled by hiring a "regular" substitute employee who has been on the list at least 18 months. The District may fill subsequent vacancies from the substitute employee list in the same manner by hiring the most senior qualified employee to fill the next vacancy, and a "regular" substitute employee to fill the next, and so on, in an alternating process. As bargaining unit members are hired off the list into entry level custodian positions, the District shall give the most senior interested bargaining unit member the opportunity to get on the list. Replacement of bargaining unit members hired from the substitute custodian list shall be made in a timely manner to insure that vacancies can be filled on an alternating basis. In the event

there are no bargaining unit members on the list, then the most senior qualified bargaining unit member who applies for the position shall be hired in accordance with Article XVIII of the contract.

B. During the twelve (12) week trial period, the employee shall have the opportunity to revert back to their former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the Union in writing by the Board with a copy to the employee. The matter may then become a proper subject for the Grievance Procedure under Step 3(a).

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

D. Any employee who, in the opinion of the immediate Supervisor, does not satisfactorily complete their trial period in the classification to which they have been promoted, will be returned to the classification from which they were promoted. Their salary will revert to the classification from which they were promoted, and their seniority shall not be affected.

E. An employee who is promoted during their probationary period shall be considered to have satisfactorily completed their probationary period in that classification.

F. Employees requested to work in a higher classification shall be paid at the same rate of the higher classification for the entire day.

G. Promotions Within a Classification - Employees who receive a promotion within their classification (example: 4-hour

or more employee to cook-manager) shall receive credit for wage placement purposes for the seniority such employees have accrued within the classification and shall be placed on the appropriate step accordingly. This provision shall not be retroactive and shall take effect upon ratification of this Agreement by the Board.

#### ARTICLE XIX

##### VETERANS

A. In the event the Universal Military Training Act is reinstated by Congress during the duration of this Agreement, Articles XX, XXI and XXII of the 1973-1974 contract will be reinstated into the existing Agreement.

B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Board of Education when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

#### ARTICLE XX

##### UNPAID LEAVES OF ABSENCE

A. Leaves of absence without pay or benefits will be granted for a good cause to those employees who have been continuously employed by the Board for one (1) year or more (the

one-year period is not applicable to medical leaves of absence), subject to the following provisions:

1. Application - Employees desiring a leave of absence shall submit a written application to the Board (to be filed at the Board Office) containing the reason or reasons for the leave of absence and, subject to this provision, the length of the leave of absence. The Board or its designee shall respond to an employee's application for a leave of absence within thirty (30) days from the date it is submitted, except in emergencies.
2. Length of Leave - Leaves of absence shall be for reasonable lengths of time not to exceed a period of two (2) years. A leave of absence may be extended for a period of one (1) additional year upon the written application of the employee desiring the extension which shall be filed not less than sixty (60) days prior to the expiration of his/her leave of absence.
3. Seniority - Seniority shall not accrue during a leave of absence which exceeds ninety (90) calendar days.
4. Return from Leave of Absence - Employees desiring to return to employment from a leave of absence shall submit a written notice of intent to return



to the Superintendent or his/her designee not less than thirty (30) days prior to the expiration of their leave of absence. Employees desiring to return from a leave of absence shall be eligible for a position within their same classification and job level, provided that a position is available. In the event no position is available upon the expiration of the employee's leave of absence, the employee shall remain eligible for an available position within his/her classification and job level for an additional period of one (1) year. If a position within the employee's classification and job level becomes available during the eligibility period, the employee may return to the position, provided that the employee has greater seniority for the position than any laid-off employee who would otherwise be eligible for the position pursuant to Article XVI. Employees on a medical leave of absence shall be eligible to return from a medical leave of absence according to the applicable provisions of Section 5 of this Article.

5. Medical Leave of Absence - Any employee who has been absent due to illness, injury and/or disability for a period of ninety (90) consecutive

days or who has exhausted his/her accumulated sick leave days, whichever period is later, shall submit a written application for a medical leave of absence, together with a physician's statement indicating the nature of the illness, injury, or disability. The application shall be submitted within thirty (30) days following the conclusion of the ninety (90) consecutive day period or following the date the employee has exhausted his/her accumulated sick leave days, whichever period is later (for employees not receiving worker's compensation benefits, this period shall not exceed one hundred thirty [130] workdays, and for employees who are receiving worker's compensation benefits, this period shall not exceed three hundred sixty-five [365] calendar days). A medical leave of absence shall be subject to the applicable provisions of this Article. An employee who has been employed with the District less than five (5) years shall be eligible to return to employment from a medical leave of absence in accordance with Section 4 of this Article. An employee who has been employed by the District for more than five (5) years shall return from a medical leave of absence to his/her position, provided that such employee returns to

employment within one (1) year from the date the employee's medical leave of absence commences. During the above one (1) year period, the affected employee's position shall not be subject to posting or to any of the provisions of Article XVI (Recall), Article XVII (Transfers) and Article XVIII (Promotions), and said position may be filled by the Board or its designee in any manner and with any person that it deems appropriate. The method and manner of filling such position shall be at the sole discretion of the Board. If an employee who has been employed by the District for more than five (5) years fails to return from a medical leave of absence within the one (1) year period, the Board will post the position. Any employee returning from a medical leave of absence shall furnish a physician's statement certifying that the employee may return to work and perform his/her job duties and shall furnish written notice of intent to return to the District. An employee on a medical leave of absence may be eligible to return to employment prior to the expiration of his/her medical leave of absence in accordance with Section 4 or this Section, whichever is applicable, provided that the

employee has furnished the appropriate physician's statement and furnished a written notice of intent to return.

6. Vacancies - The positions of employees on leaves of absence, with the exception of a medical leave of absence for employees who have been employed by the District for more than five (5) years, which exceed ninety (90) calendar days shall be treated as vacancies in accordance with Article XVII of this Agreement unless such positions have been terminated or eliminated by the Board. During the period preceding the filling of such vacancies, such positions may be filled with substitutes or temporary employees. This provision shall be subject to the provisions of Section 5 of this Article.

#### ARTICLE XXI

##### LEAVES FOR UNION BUSINESS

A. Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Board shall, at the written request of the Union, receive temporary leaves of absence without pay and without fringe benefits for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their

return shall be re-employed at work with accumulated seniority. Seniority shall not accrue during a leave of absence for Union business, but the employee shall retain seniority accumulated prior to the commencement of the leave.

B. Conferences - A member of the Union elected to attend a function of the International Union, such as conferences or conventions or a conference or convention of Michigan A.F.S.C.M.E. Council 25 shall be allowed time off to attend such functions without loss of pay subject to the following: the maximum number of days which may be used under the terms of this provision shall not exceed twelve (12) workdays within a two-year period for the entire bargaining unit. The Union shall provide notice of at least two (2) weeks prior to the use of a conference day under this provision and not more than two (2) employees shall be absent at any one time under this provision.

## ARTICLE XXII

### SICK LEAVE, MATERNITY LEAVE, FUNERAL LEAVE, BUSINESS LEAVE, AND JURY DUTY

#### A. Sick Leave:

1. In case of certified illness, the Board allows sick leave as provided in Appendix A without loss of pay to permanent employees for the following reasons: personal illness, serious illness, or quarantine of immediate family.

2. The immediate family will be defined as: father, mother, wife, husband, or child residing in the home.
3. The Board reserves the right to grant additional days without loss of pay to employees with over ten (10) years of service to the School District and to pass final judgment in each individual case.
4. No employee entering the service of the Oxford Area Community Schools will be granted any benefits under the sick leave policy until that employee has completed work for one (1) pay period.
5. All employees shall be paid for sixty (60%) percent of all accumulated sick days at retirement. Employees must have a minimum of ten (10) years' service in the Oxford Area Community Schools to be eligible for this reimbursement.
6. General - All employees whose starting time occurs between 6:00 A.M. and 10:00 A.M. shall notify their immediate Supervisor or his or her designee of their use of a sick leave day as soon as possible. Second shift employees shall notify their Supervisor or his or her designee of their use of a sick leave day prior to 1:00 P.M., except

in emergencies. Third shift employees shall notify their Supervisor or his or her designee of their use of a sick leave day prior to 2:30 P.M., except in emergencies.

7. Upon request, an employee shall furnish medical verification and/or certification for the use of sick leave days under the terms of this provision after such employee has been absent for three (3) consecutive days due to illness.

**B. Childbirth and Child Care Leaves:**

1. A childbirth leave shall be granted upon written request. Accumulated sick leave may be used at the discretion of the employee. The employee shall be expected to return to work at the conclusion of the childbirth disability, as certified by the attending physician.
2. Child care leaves without pay may be granted upon written request. Such leave should be requested a minimum of three (3) months prior to the anticipated last day of work. The employee will be entitled to return from such leave within one (1) year from the date the leave was granted. The employee shall be permitted to return to work providing there is an opening for which the employee is qualified within the classification. During the leave of absence, the employee shall

not lose any previously accumulated sick days, seniority, or salary position in schedule. In the event the employee on leave under this provision requests re-employment within a one (1) year period after the leave was granted and a position is not available, the right to return shall be automatically extended an additional year.

C. Funeral Leave - Leave may be used at the request of the employee for death in the immediate family: wife, husband, mother, father, children, grandparents, aunts, uncles, in-laws\*, brothers, sisters, stepparents, stepchildren, grandchildren, or any relative living in the employee's home. The first two (2) days of funeral leave will not be deducted from sick leave. Sick leave may be extended to include necessary travel time with the approval of the immediate Supervisor.

D. Business Leave:

1. Two (2) days off, not to be deducted from sick leave, may be approved under this section to cover necessary business and legal activities that cannot be handled on any other day. These will only include:
  - a. Mortgage application.
  - b. Mortgage closing.

\* This term shall be defined to include son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law.



- c. Internal Revenue Service.
- d. Adoption.
- e. Estate settlement.
- f. Court appearance (if employee is not the defendant).
- g. Meetings with government bodies if required to attend.

2. A written request shall be made to the immediate Supervisor at least three (3) working days in advance of the anticipated absence; the immediate Supervisor shall reply in writing two (2) days in advance of the absence. In cases of emergency, time limits do not apply. Business or legal activities may be considered as part of the sick leave allowance after two (2) days, not to exceed two (2) days per year.

E. Jury Duty - The School District shall pay an employee who is called for jury duty the difference between the amount paid by the court and the regular amount paid to the employee, if either the employee or the Superintendent is unable to get the employee excused from the duty. In the event an employee who is serving on jury duty is excused from jury duty prior to 11:00 a.m. of any workday, the employee shall report to work for the purpose of completing his/her normal shift or scheduled workday.

ARTICLE XXIII

WORKING HOURS

A. Employees who work on the second or third shift shall receive, in addition to their regular pay for the pay period, a shift differential as indicated in Appendix A.

B. 1. The Administration shall determine starting times for shifts within the following hours of flexibility in order to accommodate building conditions:

- a. Day shift - two (2) hours either side of 7:00 a.m.
- b. Afternoon shift - two (2) hours either side of 3:00 p.m.
- c. Midnight shift - two (2) hours either side of 12:00 midnight.

2. During the summer months and vacation periods when school is not in session, shifts and building assignments may be adjusted. In the event of such adjustments, the shift premiums for second and third shift custodians shall continue to be paid, and during the period of such adjustments, the working day for second and third shift custodians shall be eight (8) hours per day for regular full-time custodians, excluding the lunch period. Further, during such adjustments regular full-time second and third shift custodians shall be paid for eight (8) working hours and shall not be paid for the lunch period. Also, during periods in

which shifts and building assignments are adjusted, the supplemental payments made to a unit person, head custodian, and for building supervision may be increased but not decreased. In proper cases, exceptions to the starting times set forth in Subsection (1) above may be made.

C. Working Day Defined

1. The regular full working day for custodians shall consist of eight (8) hours per day, excluding a one (1) hour lunch period.
2. The regular full working day for second and third shift custodians shall consist of eight (8) hours which includes one-half (1/2) hour paid lunch period, subject to the provisions of Section B(2) set forth above.
3. The regular full working day for mechanics shall consist of eight (8) hours per day, excluding a one-half (1/2) hour lunch period.
4. A regular workday for bus drivers shall be the number of hours their regular run shall pay, times the hourly rate.
5. Working Hours of Special Education Bus Monitors -  
The working hours for special education bus monitors shall be determined by the employee's immediate supervisor. No wages will be paid to

special education bus monitors when a monitor is not required on a special education bus run.

D. Coffee Break - Employees may take a coffee break in the morning; also, a coffee break in the afternoon, or the first half and second half of the shift, whichever may apply. The break shall not exceed a period of ten (10) minutes.

E. Reporting Time - Custodians reporting for overtime duty shall be paid time and one-half to the next nearest hour. Employees who are scheduled to work overtime, either immediately prior to or immediately following their regularly scheduled shift, shall be paid overtime for actual time worked and such overtime shall not be treated as call-in overtime.

F. Custodians called at home in the evening or after hours shall receive time and one-half and double time for Sundays and holidays.

G. Where a shift starts on Saturday and continues into Sunday, the custodian shall receive time and one-half for all hours worked over eight (8) hours.

H. Emergency Closing of School - Custodians, Mechanics, Transportation Employees, and Cafeteria Employees.

1. When schools are closed because of inclement weather or other natural causes, employees are expected to report for work. However, if an employee cannot report for work because of natural causes, the employee will notify his/her Supervisor by telephone as soon as possible and

shall be paid at his/her regular hourly rate, except that persons not reporting shall have one (1) sick day deducted from their sick bank for each day they do not report for work.

2. In the event that employees covered by the terms of this provision are authorized by their Supervisor not to report for work or are authorized to leave work early due to inclement weather or other emergency causes, and in the event that such day or part of a day is rescheduled as a make-up day for students, the employees shall not be paid for the day or part of a day if they do not work, unless the employees are fifty-two (52) week employees and would have otherwise been scheduled to work on the make-up day. Employees shall be scheduled to work on the make-up day and shall receive their normal pay for the make-up day. If no make-up day is scheduled for students, and if the employees are told by their Supervisor not to report for work or are authorized to leave work early, they shall be paid for the day.

- I. Pay Period - Under the School District's current pay plan most employee's paychecks are for the payroll period which closes seven (7) days prior to the date of the check. Some members of the bargaining unit are currently not on that

shall be paid at his/her regular hourly rate

schedule. They receive a payroll check which is for the payroll period that ends on the same date the check is issued. The District will immediately place all bargaining unit members on the seven (7) day "delayed" schedule. This will be accomplished by providing the bargaining unit with a list of the names of bargaining unit members who will be affected, together with documentation necessary to establish that the employee has been paid on the "current date" schedule in the past. Implementation of this change shall be made on the same date, and out of the retroactive pay adjustment granted to employees under this agreement.

#### ARTICLE XXIV

##### OVERTIME PREMIUM

A. Any hours worked after eight (8) hours in any day or over forty (40) hours in any one (1) week shall be compensated for at the rate of one and one-half (1 1/2) times the regular hourly rate for all employees covered by the terms of this Agreement, excluding the weekend building checks made by custodians which shall be compensated for as provided in Appendix A, Section A(1)(b)(3). This provision is subject to the provisions of Section B set forth below for time worked on holidays and Sundays.

B. Time and one-half will be paid for all designated holidays plus holiday pay and double time for all hours worked on Sundays, except where a shift starts on Saturday and continues

into Sunday; providing, however, that in this case time and one-half will be paid for all hours worked over eight (8) hours.

ARTICLE XXV

HOLIDAY PROVISIONS

A. Employees shall be paid their current rate based upon the number of hours normally worked by the employee for the holidays designated in Appendix A.

B. In the event the holidays set forth in Section A fall on a Saturday or Sunday, the affected holidays shall be rescheduled for a Friday or Monday, as the case may be, provided school is not in session on the rescheduled day or days. If school is in session on such day or days, the holiday or holidays shall be rescheduled to another day, which does not conflict with school, by mutual agreement between the Superintendent or his designee and representatives of the Union.

C. In the event school is in session on the Monday following Easter Sunday, the scheduled holiday for employees in the custodial classification and the mechanic classification shall be rescheduled to another date which does not conflict with school by mutual agreement between the Superintendent or his designee and representatives of the Union.

ARTICLE XXVI

VACATIONS

A. Eligibility - Custodial employees and mechanics will earn credits toward vacations with pay in accordance with the following schedule:

1. The first year employees will be prorated at the rate of 5/6th of a day per month worked.
2. From one (1) through five (5) years of service - ten (10) days' vacation.
3. For each year over five (5) years, one (1) day shall be added to a maximum of twenty (20) days.

B. If an employee is laid off or retires, he/she will receive vacation credit accrued in the current fiscal year. A recalled employee who received credit at the time of layoff for the current fiscal year will have such credit deducted from the employee's vacation the following year.

C. Upon request, bus drivers and cafeteria employees will be permitted to take unpaid vacation days in an amount not to exceed ten (10) days per school year. Bus drivers and cafeteria employees desiring to take unpaid vacation days in accordance with this provision shall submit a written request for such days to their immediate supervisor at least fifteen (15) days prior to the commencement of the vacation. Within five (5) working days, except in emergencies, after receiving the employee's request for unpaid vacation days, the employee's Supervisor shall provide written notification to the requesting employee of the approval or disapproval of the use of unpaid vacation days. Not more than



three (3) employees per group (bus driver or cafeteria) may take unpaid vacation days at the same time. To the greatest extent possible, the taking of unpaid vacation days shall not interfere with the efficient operation of the employee's department.

ARTICLE XXVII

VACATION PERIOD

A. Vacations shall be taken in consecutive days of one (1) or more weeks, unless approved for shorter periods by the immediate Supervisor, which approval shall not be unreasonably withheld.

B. Other than during the normal vacation period, not more than one (1) employee per classification may take his/her vacation at the same time. Granting of vacation requests shall be by seniority. The period two (2) weeks prior to the start of school shall not be considered as part of the normal vacation period, and this provision shall apply.

C. When a holiday is observed by the employee during their scheduled vacation, the vacation should be extended one (1) day continuous with the vacation.

D. A vacation may not be waived by an employee and extra pay received for work during that period. Exceptions may be made by the Board's permission.

E. If an employee becomes ill and is under the care of a duly licensed physician during their vacation, the vacation will be rescheduled, and the Sick Leave article will apply.

F. Vacations may not be postponed. They must be completed in each fiscal year. Exceptions may be made by the Board.

G. Employees will be paid their current rate of pay on a regular working day, but not over eight (8) hours while on vacation and will receive credit for any benefits provided for in this Agreement.

H. Pay Advances - If a regular payday falls during the employees' vacation, and they want advanced pay, they must make the written request at least two (2) weeks prior to the time of vacation.

#### ARTICLE XXVIII

##### UNION BULLETIN BOARDS

Bulletin boards and other established written media of the Union shall be confined to designated places in the respective buildings. The Board shall provide bulletin boards. The Union will maintain said bulletin boards in an orderly fashion. No obnoxious or inflammatory material shall be displayed on said bulletin boards.

#### ARTICLE XXIX

##### RATES FOR NEW JOBS

When a new job is created in a unit and cannot be properly placed in an existing classification, the employer will notify the Union prior to establishing a classification and rate

structure. In the event the Union does not agree that the description and rate is proper, it shall be subject to the Special Conference Article.

ARTICLE XXX

SAFETY COMMITTEE

A Safety Committee of employees and the employer representatives is hereby established. This Committee will include the steward of each unit and shall meet at least twice per year.

ARTICLE XXXI

HEALTH INSURANCE, DENTAL INSURANCE, LIFE INSURANCE,  
DISABILITY INSURANCE, AND VISION INSURANCE

A. Health Insurance - A fully Board-paid Blue Cross/Blue Shield MVF-1 health care insurance plan subject to the terms of the insurance policy will be provided for full-time custodial employees and mechanics. Coverage will include a full family, \$2.00 co-pay prescription drug rider, Option I master medical coverage, ML rider, semi-private room coverage, second opinion, case management, and predetermination riders. The cost of additional riders covering individuals excluded from the basic full family policy may be purchased by the employee.

1. Any employee who works under thirty (30) hours per week may belong to the group health plan, with the employee paying all costs (no cost to the Board).

2. Any employee who works thirty (30) hours per week or more shall, upon written application, be covered in the group health insurance plan by the employer paying one-half (1/2) of the premium. Any employee who works thirty (30) hours per week or more and who has not less than ten (10) years of seniority with the School District within the bargaining unit shall, upon written application, be covered in the group health insurance plan by the employer paying 100% of the premium, subject to the terms of the policy and insurance enrollment periods and subject to the provisions herein set forth. Employees who are eligible for health insurance under the terms of this provision shall be responsible for notifying the Board Offices of their election to receive such insurance in accordance with this provision and shall complete the appropriate application for such coverage. Employees under the terms of this provision shall not be entitled to medical insurance coverage in the event their spouses have medical insurance coverage. Upon the request of the Superintendent or his/her designee, an employee shall furnish a letter from the spouse's employer stating that medical insurance is not available from that employer or that the spouse is

not eligible for such medical insurance.

Employees under this provision shall disclose employment by spouses for purposes of verifying medical coverage.

B. Dental Insurance - The Board of Education agrees to provide an 80/80 dental plan subject to the terms of the insurance policy to be selected and paid by the Board for full-time custodial employees and mechanics.

C. Life Insurance - Regular employees who work four (4) hours or more per day shall be provided a term life insurance policy with an accidental death and dismemberment clause as provided in Appendix A, based upon the employee's classification.

D. Short-Term and Long-Term Disability Policies - The Board of Education agrees to provide a group income protection insurance plan subject to the terms of the insurance policy for all regular employees whose regular work schedule is four (4) hours per day or more, which pays sixty-six and two-thirds (66 2/3%) percent of an employee's pay (not to exceed a combined maximum of One Thousand Five Hundred and 00/100 [\$1,500.00] Dollars per month from all sources) after ninety (90) days of disability to age sixty-five (65) subject to all the terms of the insurance policy.

E. Vision Insurance - The Board of Education agrees to provide MESSA VSP 2 Plan for full-time custodial employees and mechanics subject to the terms of the policy.

ARTICLE XXXII

WORKER'S COMPENSATION INSURANCE

Each employee will be covered by the applicable worker's compensation insurance laws. The Board further agrees that an employee being eligible for worker's compensation insurance will receive, if injured on the job, in addition to the worker's compensation income, an amount to be paid by the Board sufficient to make up the difference between worker's compensation and the employee's regular net weekly income based on hours, and it shall not exceed a period of over sixty (60) calendar days. (This is not chargeable to sick leave.)

ARTICLE XXXIII

EQUALIZATION OF OVERTIME

A. Building Overtime - Overtime in a building that is five (5) hours or less, and not an extension of a shift, shall be rotated among employees in the building.

B. District Overtime - Overtime that is more than five (5) hours, and not an extension of a shift, shall be rotated on a district-wide basis. Overtime properly assigned and refused shall be charged for overtime distribution purposes, the same as if worked. The rotational list shall be furnished to the Union on a quarterly basis.

**ARTICLE XXXIV**

**SAVINGS CLAUSE**

A. If any provision of this Agreement or any application of the Agreement to any employee covered under this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent provided by law, but all other provisions or applications shall continue in full force and effect.

B. A special conference shall be held within ten (10) days with the employee affected by this provision to discuss the provision in question that may be invalid.

**ARTICLE XXXV**

**MANAGEMENT RIGHTS**

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

1. 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.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or discharge for just cause; and to promote, demote and transfer all such employees.
3. To determine the work schedules, the hours of the working day and the duties, responsibilities, and assignments of all employees represented by the Union.

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



ARTICLE XXXVI

UNION RIGHTS

In order to afford its membership the full protection of the law, the Union hereby reserves unto itself, subject only to the express provisions of this Collective Bargaining Agreement, all rights expressed in Act 379 of the Michigan Public Acts of 1965. It is mutually understood that those rights include the right to bargain with the Board with respect to wages, hours, and other terms and conditions of employment and the rights to grieve, through the established procedure, on actions regarding this Agreement.

ARTICLE XXXVII

NO STRIKE CLAUSE

The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives, and members shall not, for the duration of this Agreement, authorize any strike, slowdown, or stoppage of work.

ARTICLE XXXVIII

MISCELLANEOUS PROVISIONS

A. Attendance at Meetings - All employees covered by the terms of this Agreement shall be paid their regular hourly rate for all meetings the employees are required to attend by their

Supervisor. This provision does not apply to meetings at which employees' attendance is voluntary or to hearings held pursuant to the Grievance Procedure.

B. Study Committee - The Board and the Union agree to establish a Study Committee consisting of three (3) representatives of the Administration and three (3) representatives of the Union for the purpose of reviewing and studying additional training, instruction, courses, programs, certification, and compensation therefor for employees in the custodial classification. In addition, the Study Committee shall review and discuss the methods and manner of a summer cleaning and maintenance program based upon the crewing of custodial employees. The Committee's first meeting shall be scheduled within sixty (60) days following ratification of the Agreement by the Board of Education.

C. Definitions - For purposes of the Collective Bargaining Agreement, the following terms shall be defined in the following manner:

1. Bargaining Unit or Unit - These terms shall be defined to include the entire group of employees covered by the terms of the Collective Bargaining Agreement and are inclusive of all classifications, positions, and job levels referred to in the Agreement.
2. Classification - The term "classification" refers to the categorical grouping of employees based

upon work function. The five (5) classifications under the terms of the Collective Bargaining Agreement are as follows:

- a. Custodial classification
- b. Bus Driver classification
- c. Cafeteria classification
- d. Mechanic classification
- e. Special Education Bus Monitor classification

3. Position or Job Level - These terms refer to the individual positions included within the employee's specific classification. The following positions are included within each designated classification:

a. Custodial Classification

Head Custodian  
Custodian  
Maintenance

b. Bus Driver Classification

Drivers

c. Cafeteria Classification

Cook - Manager  
4-hour or more employees  
Less than 4-hour employees

d. Mechanic Classification

Mechanics

e. Special Education Bus Monitor Classification

Special Education Bus Monitors

D. Temporary Summer Workers Committee - A committee of Union and Administrative representatives shall meet to review and discuss the use of temporary summer workers available to the District through state and federal programs.

### ARTICLE XXXIX

#### APPENDICES

The following Appendices are incorporated and made a part of this Agreement:

A. **Classifications and Rates:**

1. Custodians
2. Bus Drivers
3. Cafeteria employees
4. Mechanics
5. Special Education Bus Monitors

B. **Temporary and Substitute Employees**

ARTICLE XXXX

RATIFICATION AND TERMINATION

This Agreement shall be effective as of September 1, 1992, and shall remain in full force and effect until August 31, 1994. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraphs:

1. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.
2. The Union agrees to submit this Collective Bargaining Agreement to the membership and recommend that it be ratified and adopted in its entirety and final action on such ratification shall be taken.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first below written.

UNION

BOARD OF EDUCATION

*Janet J. Weeden*  
Chapter Chairperson

*Patricia A. Smith*  
President

*Carl P. Anderson*  
Chapter Committee

*Andrea Sandoz*  
Secretary

\_\_\_\_\_  
Date: *July 16, 1993*

Date: *July 15, 1993*

APPENDIX A  
CLASSIFICATIONS AND RATES\*

A. Custodians

1. <u>Rates</u>	<u>1992-1993</u>	<u>1993-1994</u>
a. Base starting rate	\$10.55/hour	\$10.87/hour
b. After 60 workdays	\$10.82/hour	\$11.14/hour
c. End of: one (1) year	\$11.09/hour	\$11.42/hour
two (2) years	\$11.39/hour	\$11.73/hour
three (3) years (maximum)	\$12.09/hour	\$12.45/hour
d. Head Custodian:		
High School	\$14.17/hour	\$14.60/hour
Middle School	\$13.01/hour	\$13.40/hour
Elementary I (Daniel Axford, Clear Lake, Central Services)	\$12.75/hour	\$13.13/hour
Elementary II (Leonard)	\$12.50/hour	\$12.88/hour
e. Shift Differential:		
Second Shift	\$.15/hour	\$.15/hour
Third Shift	\$.20/hour	\$.20/hour
f. Maintenance man supplement	\$.40/hour	\$.40/hour
g. Weekend check:	\$550/year	\$550/year

\* Wage increases for custodians and maintenance employees and mechanics under the terms of this Agreement shall be effective as of September 1 of each year of the Agreement. Wage increases for bus drivers, cafeteria employees and special education bus monitors shall be effective as of the commencement of the school year.

h. High School Night  
Leader Supplement           \$.45/hour       \$.45/hour

i. Longevity - Longevity shall be paid to custodial employees who have completed ten (10) years of service to the School District in the bargaining unit as follows:

Custodial Employees:   \$.10/hour       \$.10/hour

Longevity shall not be cumulative from year to year. Employees who complete ten (10) years of service to the School District in the bargaining unit shall begin receiving longevity on the first full payroll following their anniversary date.

## 2. Other Provisions

a. The Board will pay into the school employees' retirement fund five (5%) percent on all wages.

b. Worker's Compensation Insurance will be provided per Article XXXII.

c. Short-Term and Long-Term Disability Insurance will be provided per Article XXXI, Section D, for regular employees who work four (4) hours or more per day.

d. Sick Leave will be provided per Article XXII. A maximum of twelve (12) days per year will be credited to the sick bank with a maximum accumulation of one hundred forty (140) days.

e. Business Leave will be provided per Article XXII.

f. Holiday Pay will be provided per Article XXV for these days:

- (1) The day preceding New Year's Day
- (2) New Year's Day
- (3) Good Friday
- (4) The Monday following Easter Sunday
- (5) Memorial Day
- (6) Fourth of July
- (7) Labor Day
- (8) Thanksgiving Day and the day following
- (9) Christmas Day and the day preceding
- (10) The day following Christmas Day

g. Vacation Pay will be provided per Article XXVI and Article XXVII.



- h. Health Insurance will be provided per Article XXXI.
- i. Life Insurance in the amount of \$15,000, including accidental death and dismemberment insurance, will be provided per Article XXXI for all regular employees who work four (4) hours or more per day.
- j. Employees will receive mileage payment when asked to provide their own transportation after once reporting to work per Section F of Appendix A. This will be paid in January and July.
- k. Tool Allowance: Necessary tools will be provided by the Board subject to the approval of the Supervisor.
- l. The probationary period is 60 workdays per Article IX.
- m. Vision Insurance shall be provided in accordance with the provisions of Article XXXI.
- n. The custodian performing the handyman duties must have an appropriate driver's license and be able to drive motor vehicles.
- o. Uniforms - Custodians and maintenance employees shall receive three (3) uniforms to be selected by the Board and at the expense of the Board. For 1989-1990, the number of replacement uniforms shall be three (3) per year, and for 1990-1991, the number of replacement uniforms shall be four (4) per year. Uniforms must be worn by all custodians and maintenance employees during working hours. Employees shall have the responsibility of maintaining and cleaning their uniforms.
- p. Study Committee - The Board and the Union agree to establish a study committee consisting of three (3) members appointed by the Union and three (3) members appointed by the Superintendent or his/her designee for the purpose of reviewing and discussing head custodial positions. The committee shall establish its own schedule of meetings and method of review. Recommendations of the committee will be subject to approval by the Union and by the Board.
- q. Licenses - Maintenance employees who have completed one (1) full work year of employment shall be reimbursed for the amount of the state license and certification fees for obtaining a chauffeur's license or other special driver's license or permit in an amount not to exceed \$60. To be eligible for reimbursement, the employee shall present a receipt acknowledging payment of the license and certification fees.

B. Bus Drivers

1. Rates

	<u>1992-1993</u>	<u>1993-1994</u>
a. Base starting rate	\$10.38/hour	\$10.69/hour
b. After 30 workdays	\$10.74/hour	\$11.06/hour
c. End of one (1) year (maximum)	\$11.78/hour	\$12.13/hour
d. <u>Longevity</u> - Longevity shall be paid to bus drivers who have completed ten (10) years of service to the School District in the bargaining unit as follows:		
Bus Drivers:	\$.10/hour	\$.10/hour

Longevity shall not be cumulative from year to year. Bus drivers who complete ten (10) years of service to the School District in the bargaining unit shall begin receiving longevity on the first full payroll following their anniversary date.

2. Other Provisions

- a. The Board will pay into the school employees' retirement fund five (5%) percent on all wages.
- b. Workers' Compensation Insurance will be provided per Article XXXII.
- c. Short-Term and Long-Term Disability Insurance will be provided per Article XXXI for regular employees who work four (4) or more hours per day.
- d. Sick Leave will be provided per Article XXII. A maximum of ten (10) days per year will be credited to the sick bank, with a maximum sick leave accumulation of ninety (90) days.
- e. Business Leave will be provided per Article XXII.
- f. Holiday Pay will be provided per Article XXV for these days:
  - (1) New Year's Day
  - (2) Good Friday
  - (3) Memorial Day
  - (4) Thanksgiving Day
  - (5) Christmas Day
  - (6) New Year's Eve Day

- g. No paid vacation is provided for bus drivers. Bus drivers shall be eligible for unpaid vacation in accordance with Section C of Article XXVI.
- h. Health Insurance may be subscribed to as outlined in Article XXXI, Sections A(1) and A(2).
- i. Life Insurance in the amount of \$13,000, including accidental death and dismemberment insurance, will be provided for all regular employees who work four (4) hours or more per day.
- j. The normal work year for bus drivers shall be based upon the number of days of student instruction occurring during the regular school year when school is in session, plus one (1) in-service day.
- k. Drivers shall be paid at their regular rate for all field trips and extracurricular activities. All such trips shall be rotated among drivers on a seniority basis and equalized as much as possible and practical. If all drivers refuse, one shall be assigned.
- l. Drivers are to be provided with report forms in duplicate for reporting faulty equipment. Daily reports are required.
- m. Drivers required by the School District to attend bus driver classes shall be paid at their regular rate, providing they meet the requirements for reimbursement. In the event bus drivers are required by their Supervisor to attend meetings or to perform bus garage duties, bus drivers shall be paid their regular rate of pay for such work. Drivers shall be paid for in-service training days authorized and approved by their Supervisor.
- n. The minimum call-in time shall be two (2) hours.
- o. An average of one-half (1/2) hour per day shall be allowed for clean-up, warm-up, and gas-up of buses, except that an additional allowance shall be made for kindergarten and special runs.
- p. Summer runs shall be posted and given on a seniority basis.
- q. Any driver wishing to substitute on a run in the absence of the regular driver:
  - (1) during the regular school year shall indicate this desire on a "volunteer substitute" list;

- (2) during the summer, or to be notified of extra trips during the summer, must sign a "volunteer" list. This list shall be posted one (1) week before the end of the school year.

Hours will be equalized as much as possible.

- (3) If a regular employee notifies the Transportation Department before the daily "noon run sheet" is taken down at approximately 9:00 a.m. that the driver will be absent during his or her "noon run", then the run will be offered to the eligible driver on the substitute driver list. If notification is not received until after the "noon run sheet" is taken down, then the District may offer the run to any available regular employee without regard to the substitute driver list, or assign the run to a non-bargaining unit substitute driver, as the District deems most expedient.
- (4) If a regular driver permanently loses an entire "run", which for purposes of this section means all of the work between the employee's punch-in time and the next punch-out time, then the driver shall be given the opportunity to be placed in the first position on the "substitute driver's list", and he or she shall be given the opportunity to substitute for absent drivers before any other non-bargaining unit substitutes are called. If there is more than one such driver they shall be listed in order of seniority.

r. Initial selection of runs for the school year shall be on the basis of seniority and qualifications. If the employee doesn't work out on the selected run, the position shall come open again for filling according to seniority and qualifications. After four (4) weeks from the start of the school year, either the Union or Transportation Supervisor may request a meeting to review the status and times of runs which were initially selected at the beginning of the school year and to consider alternatives regarding changes which have occurred on initially selected runs. Regular bus runs shall not exceed eight (8) hours per day.

s. Any special trip out of the District shall have a chaperone, if available, providing the trip involves more than ten (10) students.

- t. When transportation is required by a school-owned vehicle to an extracurricular activity:
- (1) On those occasions when more than four (4) students require transportation to a single event, a bus driver will be employed to drive the vehicle to the activity.
  - (2) If four (4) students or less require such transportation, a school-owned vehicle other than a school bus may be driven by an adult authorized by the Administration.
  - (3) If a school bus is utilized for transporting students to an event, a school bus driver will be employed to drive the bus to that activity.
- u. Jackets - Bus drivers shall receive a winter jacket which shall be replaced every two (2) years, and a spring jacket, which shall be replaced every two (2) years. The combined cost of the winter and spring jackets shall not exceed \$70. Jackets shall be provided pursuant to this provision after an employee has worked one (1) full school year with the School District. This provision shall not apply to substitute bus drivers.
- v. Licenses - Bus drivers who have completed one (1) full work year of employment shall be reimbursed for the amount of the state license and certification fees for obtaining a chauffeur's license or other special driver's license or permit in an amount not to exceed \$60. To be eligible for reimbursement, the driver shall present a receipt acknowledging payment of the license and certification fees.
- w. Noon Runs - In the event a noon run is discontinued or is reduced by one (1) hour or more per day, the affected driver on the basis of seniority may bump or displace the lowest seniority noon run driver and assume the noon run of such displaced driver.
- x. The probationary period for bus drivers is sixty (60) days per Article IX, Section A.
- y. Meal Allowance - Bus drivers shall be entitled to a meal allowance for bus runs out of the District which are five (5) or more hours in duration and which include a regular mealtime. The amount of the allowance shall be as follows:

Not to exceed \$3.00 for breakfast;  
 Not to exceed \$3.50 for lunch;  
 Not to exceed \$6.50 for dinner.

Drivers shall furnish receipts for meal allowance reimbursement. THIS PROVISION IS NOT RETROACTIVE.

C. Cafeteria Employees

1. <u>Rates</u>	<u>1992-1993</u>	<u>1993-1994</u>
a. <u>Cook-Manager:</u>		
Base starting rate	\$6.90/hour	\$7.11/hour
End of one (1) year	\$7.11/hour	\$7.32/hour
End of two (2) years	\$7.31/hour	\$7.53/hour
End of three (3) years	\$7.57/hour	\$7.80/hour
End of four (4) years	\$7.96/hour	\$8.20/hour
The wage supplement for the Cook-Manager at the High School and Middle School shall be:		
	\$.35/hour	\$.35/hour
b. <u>Four-hour or more employee:</u>		
Base starting rate	\$6.38/hour	\$6.57/hour
End of one (1) year	\$6.76/hour	\$6.96/hour
End of two (2) years	\$6.85/hour	\$7.06/hour
End of three (3) years	\$7.09/hour	\$7.30/hour
End of four (4) years	\$7.44/hour	\$7.66/hour
c. <u>Less than 4-hour employee:</u>		
	\$6.76/hour	\$6.96/hour
d. <u>Food Service Truck Driver</u> - The food service truck driver shall be placed on the "Four-hour or more employee" salary schedule at the rate of pay for the "end of one (1) year" wage step, effective at the beginning of the 1987-1988 work year. The food service truck driver shall receive a pay supplement of:		
	\$.35/hour	\$.35/hour

- e. Substitutes - The Board shall set the rate for substitutes.
- f. Longevity - Effective the beginning of the 1989-1990 school year, longevity shall be paid to cafeteria employees who have completed ten (10) years of service to the School District in the bargaining unit as follows:

	<u>1992-1993</u>	<u>1993-1994</u>
Cafeteria Employees:	\$.10/hour	\$.10/hour

Longevity shall not be cumulative from year to year. Cafeteria employees who complete ten (10) years of service to the School District in the bargaining unit shall begin receiving longevity on the first full payroll following their anniversary date.

2. Other Provisions

- a. The Board will pay into the school employees' retirement fund five (5%) percent on all wages.
- b. Workers' Compensation Insurance will be provided per Article XXXII.
- c. Short-Term and Long-Term Disability Insurance will be provided per Article XXXI for regular employees who work four (4) hours or more per day.
- d. Sick Leave will be provided per Article XXII. A maximum of ten (10) days per year will be credited to the sick bank with a maximum accumulation of one hundred ten (110) days.
- e. Business Leave will be provided per Article XXII.
- f. \*Holiday Pay will be provided per Article XXV for these days:
  - (1) New Year's Day
  - (2) Good Friday
  - (3) Memorial Day
  - (4) Labor Day
  - (5) Thanksgiving Day
  - (6) The day after Thanksgiving Day
  - (7) Christmas Day

\* In order to receive a paid holiday, the employee must work the regular scheduled workday immediately before and immediately after the holiday period.

- g. No paid vacation is provided for cafeteria employees. Cafeteria employees shall be eligible for unpaid vacation in accordance with Section C of Article XXVI. In the event one or more of the holidays as specified in Section (f) above occur during the period that a cafeteria employee is on an unpaid vacation which has been approved by the Supervisor, the employee shall be paid for the holiday.
- h. Health Insurance may be subscribed to as outlined in Article XXXI, Sections A(1) and A(2).
- i. Life Insurance in the amount of \$8,000, including accidental death and dismemberment insurance will be provided for all regular employees who work four (4) hours or more per day. In the event an employee is receiving life insurance under the terms of this provision, and her hours are reduced to less than 4 hours, the employee shall continue to receive the life insurance for the remainder of her current work year.
- j. Position Descriptions: For the purpose of wages and other benefits, the following definitions shall apply:
- (1) Cook-Manager - Four (4) hour or more employee. Shall, along with their other duties, be responsible for the managing of their kitchen. Applies to High School and Middle School.
  - (2) Four (4) hour or more employees - Employees regularly scheduled daily for four (4) or more hours per day.
  - (3) Less than four (4) hour employees - Employees regularly scheduled for less than four (4) hours per day.
  - (4) Substitute - An employee not scheduled daily on a definite work schedule.
- k. Assignments - Employees shall be assigned to specific positions by the Cafeteria Supervisor. In individual cafeterias, various job assignments may be made by the cook-manager to expedite the school lunch program.
- l. Hours of Work:
- (1) Work at activities outside of the school day shall be assigned by the Cafeteria Supervisor.
  - (2) Lunch Time - All employees shall be given a twenty-nine (29) minute lunch period, and it shall



be counted as part of the workday.

m. In-Service

- (1) In-service meetings will be encouraged, and assignments will be made by the Superintendent of Schools acting upon the recommendation of the Cafeteria Supervisor.
- (2) Employees will be paid regular rate for in-service meetings they are required to attend.

n. Health Examination

- (1) A physical health examination is a condition of employment, cost to be assumed by the applicant.
- (2) If a physical exam is required after initial employment, the Board will allow \$30 toward the cost of the exam.

o. Banquets - The hourly rate of the employee will be paid for each employee's time for school related activities and ten (10%) percent over the hourly rate of the employee working for non-school related activities. Time and one-half for hours worked over forty (40) hours in any one (1) week at regular rate. Assignments for banquets will be made by the Cafeteria Supervisor.

p. No wages will be paid to cafeteria employees for days when school is not in session. Exception will be:

- (1) When work is scheduled by the Cafeteria Supervisor;
- (2) In-service training scheduled.

q. Employees will receive two (2) hours guaranteed time and pay when they have reported to work and emergencies shut down the lunch program for that day. Employees notified in any method of a shutdown before reporting to work will not be paid the two (2) hours reporting time.

r. In order to promote a prompt and efficient monthly inventory, the services of employees scheduled five (5) hours per day or less should be utilized.

s. A lunch allowance of \$15 per month will be granted by the Board to all regular scheduled employees to cover the cost of their meal and Social Security benefits.

- t. A maximum allowance of \$65 per year will be granted to regular employees for purchase of uniforms or shoes. This shall be paid in the fall semester only, after working a full year. The clothing allowance for the food service truck driver may be used for suitable clothing, subject to Supervisor approval.
- u. Employees will be paid their regular rate for the number of hours worked on days that in-service meetings are scheduled.
- v. Any employee who has any special training must work ninety (90) school working days before they are paid for their training period.
- w. The normal work year for cafeteria employees shall be based upon the number of days of student instruction occurring during the regular school year when the student cafeteria program is operating, plus such additional days as may be assigned by the Superintendent or his/her designee.
- x. Cafeteria employees will be included under Section F of Article XVIII, Promotions.
- y. If the school cafeteria is open and the kitchen equipment is used, cafeteria employees shall be employed at the stipulated rate.
- z. The probationary period for cafeteria employees is sixty (60) workdays per Article IX, Section A.

D. Mechanics

1. <u>Rates</u>	<u>1992-1993</u>	<u>1993-1994</u>
a.	\$15.44/hour	\$15.90/hour

- b. Longevity - Longevity shall be paid to mechanics who have completed ten (10) years of service to the School District in the bargaining unit as follows:

Mechanics:	\$.10/hour	\$.10/hour
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Longevity shall not be cumulative from year to year. Mechanics who complete ten (10) years of service to the School District in the bargaining unit shall begin receiving longevity on the first full payroll following their anniversary date.

## 2. Other Provisions

- a. The Board will pay into the school employees' retirement fund five (5%) percent on all wages.
- b. Worker's Compensation Insurance will be provided per Article XXXII.
- c. Short-Term and Long-Term Disability Insurance will be provided per Article XXXI, Section D, for regular employees who work four (4) hours or more per day.
- d. Sick Leave will be provided per Article XXII. A maximum of twelve (12) days per year will be credited to the sick bank with a maximum accumulation of one hundred forty (140) days.
- e. Business Leave will be provided per Article XXII.
- f. Holiday Pay will be provided per Article XXV for these days:
  - (1) The day preceding New Year's Day
  - (2) New Year's Day
  - (3) Good Friday
  - (4) The Monday following Easter Sunday
  - (5) Memorial Day
  - (6) Fourth of July
  - (7) Labor Day
  - (8) Thanksgiving Day and the day following
  - (9) Christmas Day and the day preceding
  - (10) The day following Christmas Day
- g. Vacation Pay will be provided per Article XXVI and Article XXVII.
- h. Health Insurance will be provided per Article XXXI
- i. Life Insurance in the amount of \$15,000, including accidental death and dismemberment insurance, will be provided per Article XXXI for all regular employees who work four (4) hours or more per day.
- j. Employees will receive mileage payment when asked to provide their own transportation after once reporting to work per Section F of Appendix A. This will be paid in January and July.
- k. Tool Allowance: Necessary tools will be provided by the Board subject to the approval of the Supervisor.

- l. The probationary period is 60 workdays per Article IX.
- m. Vision Insurance shall be provided in accordance with the provisions of Article XXXI.
- n. Coveralls - Insulated coveralls shall be provided for use by the mechanics for cold weather activities during their workday. The coveralls shall remain at the bus garage and shall be replaced every two (2) years.
- v. Licenses - Mechanics who have completed one (1) full work year of employment shall be reimbursed for the amount of the state license and certification fees for obtaining a chauffeur's license or other special driver's license or permit in an amount not to exceed \$60. To be eligible for reimbursement, the mechanic shall present a receipt acknowledging payment of the license and certification fees.

E. Special Education Bus Monitor

1. <u>Rates</u>	<u>1992-1993</u>	<u>1993-1994</u>
a.	\$8.51/hour	\$8.77/hour

2. Other Provisions

- a. Jackets - After one (1) year of employment, bus monitors shall receive winter and spring jackets not to exceed a combined cost of \$70. Replacement shall be every two (2) years.
- b. CPR/First Aid - The School District shall pay for required CPR and first aid training for bus monitors.
- c. Summer Runs - Special education bus monitors assigned to bus runs which extend into the summer, beyond the regular school year, shall be entitled to remain with their assigned bus runs until the runs are terminated. Other special education summer bus runs requiring a bus monitor shall be filled on a seniority basis from the special education bus monitors. The bus monitor having the highest seniority shall have the first option of selecting an available special education summer bus run.

d. Sick Leave - Effective July 1, 1991, sick leave will be provided per Article XXII to Special Education Bus Monitors. A maximum of ten (10) days per year will be credited to the sick bank, with a maximum sick leave accumulation of ninety (90) days. During the 1991-92 school year, the Special Education Bus Monitor shall be deemed to have accrued sick leave in accordance with the usual schedule, and may use accumulated days after ratification of this contract. The district shall not be required to pay sick leave for days off during the 1991 school year which predated this agreement.

F. Mileage Allowance - Employees required in the course of their work to drive personal automobiles shall receive a car allowance of \$.185 per mile or the IRS allowance, whichever is higher.

#### APPENDIX B

##### TEMPORARY AND SUBSTITUTE EMPLOYEES

A. From time to time, the Board may employ temporary employees to supplement the regular work force. However, in no case will the period of employment of these temporary employees exceed ninety (90) days, and in no case can a temporary employee replace a permanent employee.

B. The rate of pay for these temporary employees will be the rate established for the initial starting rate of the classification.

C. Fringe benefits contained in this Agreement will not apply to temporary or substitute employees.

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