

4134

6/30/99

Agreement

between

AFSCME

Local 1483

and the

Board of Education

Wayne-Westland Community Schools

JULY 1, 1996 - JUNE 30, 1999



Wayne-Westland Community Schools

Wayne-Westland Community Schools, Westland, Michigan 48185

LABOR AND INDUSTRIAL
RELATIONS DIVISION

TABLE OF CONTENTS

GENERAL

	AGREEMENT	1
Article 1	Recognition	2
Article 2	Aid to Other Unions	2
Article 3	Union Security	2
Article 4	Union Dues and Initiation Dues	3
Article 5	Representation: Members of Representative Units	4
Article 6	Stewards and Alternative Stewards	5
Article 7	Special Conferences	6
Article 8	Grievance and Arbitration Procedure	7
Article 9	Time of Appeals	9
Article 10	Withdrawal of Cases	9
Article 11	Discipline and Discharge	10
Article 12	Seniority - Probationary Employees	11
Article 13	Training	12
Article 14	Seniority List	13
Article 15	Loss of Seniority	13
Article 16	Seniority of Officers	14
Article 17	Supplemental Agreement	14
Article 18	Layoff Defined	15
Article 19	Recall Procedure	17
Article 20	Veterans	18
Article 21	Veteran's Law	18
Article 22	Educational Leave for Veterans	19
Article 23	Unpaid Leave of Absence	19
Article 24	Leave for Union Business	21
Article 25	Holiday Provisions	21
Article 26	Pay Advance	23
Article 27	Union Bulletin Boards	23
Article 28	Safety Committee	24
Article 29	New Program & Rates for New Jobs	24
Article 30	Ratification	25
Article 31	Termination and Modification	25
Article 32	Study Committees	26
Article 33	Promotion of Productivity and Efficiency	26
Article 34	School District's Rights	26
Article 35	Contract Reopening	26
Article 36	Strikes	27
Article 37	Sick Leave, Personal Business Leave and Funeral Leave	27
Article 38	Hospitalization, Medical, Life Insurance Coverage, Worker's Compensation and Extended Benefits, Dental and Vision Insurance	31

Article 39	Longevity Pay	34
Article 40	Sick Day Payout	35
Article 41	Evaluation	35
Article 42	Employee Movement	36
Article 43	Protection of Employees	36
Article 44	Wage Rates	36
Article 45	Vacation Credit	37
Article 46	Duration of Agreement	38

OPERATIONS DIVISION

Custodial and Warehouse Groups

Article 47	Seniority-Non-Probationary Employees	39
Article 48	Temporary Vacancies	40
Article 49	Promotions	41
Article 50	Transfer	44
Article 51	Working Hours, Shift Premium Hours	45
Article 52	Overtime	49
Article 53	Uniforms	50
Article 54	Vacation Eligibility	50
Article 55	Vacation Periods	51
Article 56	Classifications	52
Article 57	Salary schedule	52
	Custodians	54
	Warehouse	56

FOOD SERVICES AND STUDENT MONITOR DIVISION

Article 58	Seniority-Non-Probationary Employees	57
Article 59	Temporary Vacancies	58
Article 60	Transfer	58
Article 61	Downgrade	60
Article 62	Promotions	60
Article 63	Working Hours, Shift Premium Hours	62
Article 64	Overtime	65
Article 65	Uniforms	65
Article 66	Vacation Eligibility	65
Article 67	Classifications	66
Article 68	Salary Schedule	
	Food Services	67
	Student Monitor	68
Article 69	Vacation Pay Worksheet	69

TRANSPORTATION DIVISION

Bus Driver and Bus Aide Groups

Article 70	Seniority-Non-Probationary Employees	70
Article 71	Transfer - Employee Movement, Promotion, Downgrade, Reassignment and Training	71
Article 72	Working hours, Shift Premium Hours	73
Article 73	Overtime	73
Article 74	Uniforms	73
Article 75	Vacation Eligibility	74
Article 76	Vacation Pay Worksheet	75
Article 77	Classifications	75
Article 78	Salary Schedule	
	Bus Drivers	76
	Bus Aides	76
Article 79	General Provisions	77
Article 80	Summer Work Section	82
Article 81	Adjustments	83
Article 82	Holiday Work	84
Article 83	Anticipated Programs	84
Article 84	Layover	84
Article 85	Special Ed Drivers/Aides (D-2)	84
Article 86	Block Assignments	84
Article 87	Absence Procedure	85
Article 88	Extra Work List	85
Article 89	New Noon Runs	86
Article 90	Block Application Procedure	86
Article 91	Sign Up Sheets	87
Article 92	Long Term Leave	87
Article 93	Guaranteed Run Time	88
Article 94	Chauffeur's License	88
Article 95	Pre-Trip and Warm-Up	88
Article 96	Accidents	89
Article 97	Other Employment	89
Article 98	Training New Drivers/Aides	89
Article 99	Problem Solving	90
Article 100	Transportation Language	90

GENERAL

AGREEMENT

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This agreement entered into on the 22nd day of December 1995, between the Wayne-Westland Community Schools (hereinafter referred to as the "Employer") and the International Union of the American Federation of State, County, and Municipal Employees, Local 1483 affiliated with Council 25 (hereinafter referred to as the "Union".)

Note: The headings used in this Agreement and exhibits neither add to or subtract from the meaning, but are for reference only.

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

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

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

ARTICLE 1
Recognition

1.1

Pursuant to and in accordance with all applicable provisions to Act 379 of the Public Acts of 1965, as amended, the employer recognizes the Union as the sole collective bargaining agency for hours, wages and other conditions of employment as certified by the State Labor Mediation Board on January 7, 1966, for all Wayne-Westland Community Schools of the food services, student monitors, operations, transportation department, head custodians, stock clerks or any other employee as certified by the State Labor Mediation Board, excluding crossing guards, maintenance, area supervisors, secretaries, clerical employees, lunchroom supervisors, substitutes and supervisors as defined in the Act.

1.2

Traditional bargaining unit work shall generally be performed by Local 1483 members providing proper equipment and expertise is available within the district. The Board shall retain the right to make the final determination.

1.3

All references to the word "days" will mean working days unless otherwise specified.

ARTICLE 2
Aid to Other Unions

2.1

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining within the named bargaining unit or make any agreement with any such group or organization for the purpose of undermining the union.

ARTICLE 3
Union Security

3.1

All employees covered by this Agreement, shall as a condition of employment, become members of the union or pay each month a service fee equal to the monthly union membership for the term of this agreement.

3.2

Newly hired employees shall not allow more than ten (10) work days to elapse before signing up for dues deduction or agency service fee payment. A personnel check off list shall be provided each employee and will include entries to cover: (1) union membership application, (2) payroll deduction card or dues, (3) payroll deduction card for agency service fee payment, (4) copy of the union contract. Signed deduction cards will be turned over to the employer with signed duplicate sent to the union treasurer.

3.3

Any seniority employee who is not a union member and who does not make application for membership, shall, as a condition of employment, pay to the union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues, but not special assessments.

3.4

Failure to comply with this article shall result in discharge of an employee who is two (2) months in arrears with his or her dues or service fee. Said discharge shall occur within sixty (60) calendar days from receipt of a complaint in written form from the Union.

ARTICLE 4

Union Dues & Initiation Dues

4.1

The employer agrees to deduct once each month the union membership dues or service fee from the pay of those employees who individually requested dues deduction card that such deduction be made. The amount to be deducted shall be certified to the employer by the treasurer of the union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the union by the first of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement. All checks shall be made payable to Local 1483.

4.2

Check Off Form
American Federation of State, County
and Municipal Employees AFL-CIO
Authorization for Payroll Deduction of Union Dues or Service Fee

By _____
(Please Print) Last Name/First Name/Middle Name

To _____
Name of Employer Department

Effective _____ I hereby request and authorize you to deduct from my earnings each _____ an amount (Payroll Period) sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local No. 1483, and any change in such amount shall be so certified by Local No. 1483, an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local No. 1483. The amount shall be certified by Local Union No. 1483, and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. 1483.

ARTICLE 5
Representation: Members of Representative Units

5.1
The number of divisions in the school district shall be four (4): Operations (custodial/warehouse), Food Services (elementary/secondary), Transportation (bus drivers/aides), and Student Monitors. The number of representative groups in the school district shall be seven (7): custodial, warehouse, elementary food services, secondary food services, bus drivers,

bus aides, and student monitors. This number may be increased or decreased by mutual agreement between the employer and the union.

ARTICLE 6 Stewards & Alternate Stewards

6.1

Employees selected by the Union to act as union representatives shall be known as "stewards". The names of employees selected as stewards, and the names of other union representatives who may represent employees shall be certified in writing to the employer by the Union. These parties so certified shall constitute the Union Grievance Committee.

6.1.1

The Union shall have ten (10) district stewards, with alternates, to represent its divisions as follows:

OPERATIONS (Custodial/Warehouse): Four (4) stewards: three (3) custodial (one (1) day, one (1) afternoon, one (1) midnight) and one (1) warehouse.

FOOD SERVICES (Elementary/Secondary): Three (3) stewards: two (2) secondary and one (1) elementary.

TRANSPORTATION (Bus Drivers/Aides): Two (2) stewards: one (1) driver and one (1) aide.

STUDENT MONITORS: One (1) steward.

6.2

In the event an employee feels his/her health and safety will be immediately jeopardized due to his/her work assignment, the employee has the right to call his/her immediate supervisor and a shift steward or, if not immediately available, any Union Officer available during the shift to discuss the situation.

6.3

The stewards, or any Local Union Officers during their working hours, may in accordance with the terms of this section, investigate, present and adjust grievances to the employer upon prior notification from the steward to their supervisor and to be followed by a written record of leaving, destination and returning time. The immediate supervisor will grant permission and provide sufficient time to the stewards to leave their working stations during working hours without loss of time or pay. This is subject to the understanding that the time will be devoted to proper handling of grievances and will not be abused, and that stewards will perform their regularly assigned work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for Special Conference.

6.4

A Union Officer shall have access to any building where s/he is investigating legitimate union business. The officer shall give prior notification to his/her supervisor prior to investigating the complaint.

A Union Officer shall be a member elected or appointed to any Union office by the membership at any duly authorized Union meeting. The Union offices shall consist of the following: President, Vice-President, Recording Secretary, Secretary/Treasurer, Chief Steward and Stewards.

Management shall supply to the Local Union, the names and phone numbers of supervisory personnel to be notified by the Union.

6.5

The afternoon custodial steward shall be excused from work with pay to attend pre-negotiating meetings with the negotiating team.

ARTICLE 7 Special Conferences

7.1

Union officials shall meet monthly with representatives of the Employee Services Department and other District officials, as the situation warrants, to discuss ongoing problems and other important matters of mutual interest and concern. One additional meeting per month may be called at the request of either party. Additional meetings may be called by mutual consent.

Employees other than Local 1483, President and either the Vice-President, Chief Steward or Recording Secretary, shall request prior approval from their immediate supervisor to be in attendance.

During scheduled work hours, members of the Union shall not lose time or pay spent in such special conferences.

Special conferences may be attended by outside consultants.

Grievance hearings, worker compensation committee meetings, and bargaining sessions are not to be considered Special Conferences.

ARTICLE 8
Grievance & Arbitration Procedure

8.1

Any dispute which arises between the parties involving the application or interpretation of this Agreement may be grieved in accordance with this Article. (Written responses from management shall be sent to the Local President and five (5) copies to the recording secretary for distribution).

8.2

Step 1 - Oral Presentation

An aggrieved employee, promptly, but in no event later than six (6) working days after the employee had knowledge of the facts giving rise to the grievance, shall notify his/her/their supervisor that s/he/they have a grievance. A conference shall then take place between the affected employee and his/her/their supervisor and any administrator directly involved. The conference to attempt to resolve the dispute shall take place within three (3) working days of the date the grievant/s notified the supervisor of the grievance and prior to the submission of the formal written grievance. The employer will have six (6) working days in which to reply in writing.

8.3

Step 2 - Presentation of the Grievance in Writing

The steward or alternate or his designee, shall submit the written grievance to the Supervisor of the Department within six (6) working days if the grievance has not been resolved at Step 1. The supervisor of the Department shall respond in writing within five (5) days. Day of submission is not considered the first day.

8.4

Step 3 - Submission to the Employee Services Department

If the grievance is not resolved as a result of the Step 2 response, it shall be presented in writing by Local 1433, President or Grievance Committee to the Employee Services Department, Superintendent or his designated representative within ten (10) working days after the response of the Supervisor is due.

Upon receipt of the written grievance, the Employer shall set a time and place during working hours, within the next ten (10) work day period for a hearing of the grievance with the aggrieved employee/s, his/her/their steward, and a reasonable number of union officials. In such a case, the Employer shall make arrangements for the employee/s, the employee's steward, and Union officials to be excused from work for the hearing. The Assistant Superintendent for Employee Services or his/her designee shall respond in writing within ten (10) working days following the Step 3 hearing.

8.5

Step 4 - Arbitration

If the grievance is not resolved as a result of the Step 3 grievance hearing, the President or his/her designee may request arbitration on the grievance within thirty (30) days of the Step 4 response. A copy of the notification of intent to arbitrate will be forwarded to the Superintendent or his designee. The Union will have thirty (30) days after notification of intent to arbitrate in which to submit for arbitration.

8.6

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within seven (7) days after notices have been given. If the parties fail to select an arbitrator, the American Arbitrator Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and AFSCME Council 25 shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

8.7

Expenses for the arbitrator's services and the proceeding shall be borne equally by the employer and the Local 1483. However, each party shall be responsible for compensating its own representatives and witness. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the party and to the arbitrator.

8.8

The findings of the arbitrator shall be final and binding on both parties.

8.9

The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement.

8.10

If an employee is required during the work day to participate on behalf of the union with any representative of the school board in any grievance procedure, including arbitration, said employee shall be released from assigned duties without loss of salary.

ARTICLE 9
Time of Appeals

9.1

Any grievance not appealed from an answer at the first step of the grievance procedure to the second step of the grievance procedure within six (6) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

9.1.1

The grievant shall be responsible for timely filing of grievances.

9.2

A grievance may be withdrawn without prejudice, and, if so withdrawn all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within twenty (20) working days from the date of withdrawal the grievance shall not be reinstated. Where more than one (1) grievance involves a similar issue, those grievances may be withdrawn without any prejudice pending the disposition of the appeal of the representative case. In such event the withdrawal without prejudice will not affect financial liability.

9.3

Grievances which by contract are allowed to begin at a step higher than the beginning step, shall not be deemed defective in procedure if the Union chooses to start at a lower level than provided by contract.

9.4

In arbitration conducted on the employer's property, the Union representatives and witnesses shall not lose time or pay. The Employer will not deny approval to use district property for hearings.

ARTICLE 10
Withdrawal of Cases

10.1

After a case has been referred to the Arbitration Association, the case may be withdrawn.

10.2

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate, unless overtime was involved in the case.

ARTICLE 11
Discipline & Discharge

11.1

Disciplinary action or measures shall include the following:

Oral Reprimand
Written Reprimand
Suspension
Discharge

An employee upon his/her request is entitled to union representation during a disciplinary hearing. Before any disciplinary action takes place the employee will be informed by the employer of his/her right to union representation.

11.2

Disciplinary action may be imposed upon an employee only for failing to fulfill his or her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

11.3

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline shall be consummated in a timely fashion that will not embarrass the employee or the employer. The employee will be notified within three (3) working days of knowledge of occurrence by his/her supervisor or administrator and that disciplinary action may take place.

Old or vague incidents which are not a matter of grievance records or disciplinary action file are not to be used when dealing with current issues under discussion of special conference.

All information contained in the Personnel File of an employee which forms the basis for disciplinary action shall be made available in writing to the Union upon the written request of the employee.

11.4

The employer shall not discharge any employee without just cause. If, in any case, the employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his/her steward will be notified in writing that the employee has been suspended and is subject to discharge after the five (5) day suspension period.

11.4.1

The union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure within the five (5) day suspension period and the matter shall be handled in accordance with this procedure through the final step of the grievance procedure if deemed necessary by either party.

11.4.2

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and full restoration of all other rights and conditions of employment.

11.4.3

Use of past record: In imposing any discipline and/or discharge, the employer will not take into account any prior infractions which occurred more than three (3) years previously nor impose discipline on any employee for errors or mistakes on his or her employment application after a period of two (2) years from his/her date of hire. The exception to this would be: if the error or mistake is not reporting a felony conviction which may lead to a problem in regard to students and/or school plant.

ARTICLE 12

Seniority-Probationary Employees

12.1

New Employees hired into the unit shall be considered as probationary employees for the first seventy (70) working days of continued service of employment. When an employee finishes the probationary period s/he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire or rehire. The word hire/rehire used in article 12.1 of the Master Agreement shall be defined as the effective date of hire (first day working on the job as a probationary employee.)

EXAMPLE: If a new hire is processed and approved by the Board of Education on March 12 but was unable to report to work until March 14 his/her seniority date would be March 14.

The probationary period outlined in Article 12.1 of the Master Agreement shall not be fulfilled if said probationer is absent due to leave or workers compensation which exceeds 1/2 of the 70 day probationary period (35 days). In cases of absence due to leave or workers compensation which exceeds 35 days the probationary employee shall be required to serve a minimum of 35 days of probation in total. In no instance may a working employee fulfill his/her probation prior to 70 days after hire.

- EXAMPLE: 1) A new hire works 20 days and is absent due to workers compensation 40 days and then returns to work, the new hire will still have 15 days remaining on his/her probation, not 10 days.
- 2) A new hire works 10 days and is absent due to workers compensation for 20 days, the new hire will have to serve the remaining of the normal probationary period.

12.1.1

If an employee is rehired by the district, s/he shall retain his/her seniority for pay purposes at the same step/level s/he was last employed by the District. Upon such return, the employee will not retain seniority for promotional or assignment purposes.

12.2

The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this agreement, except discharged and disciplined employees for other than union activities.

12.3

If two (2) or more employees are hired on the same date, seniority shall be determined by alphabetical listing of their last names as of their date of hire.

12.4

A status sheet with the name and department of a new employee assigned with date hired shall be sent to Local 1483 Treasurer.

ARTICLE 13 Training

13.1

AFSCME Local 1483 employees shall be reimbursed 100% of the tuition cost for courses taken through duly accredited schools, approved by Management, which would increase the employee's qualifications in their current position covered by this contract. These courses must be taken through a duly accredited school, and must be successfully completed for reimbursement. The employer shall reimburse the employee up to \$15 for the cost of books required in such classes upon proper documentation of cost. Management will provide a list of approved schools.

Said classes must have prior approval from the Associate Superintendent of Employee Services and District Operations or

his/her designee and must be directly related to a particular classification covered by this contract. The Board may approve course offerings not directly related to Local 1483 job classifications.

It is in the best interest of the school district and employees to keep abreast of technical and procedural changes which enhance job performance and efficiency.

Management shall conduct seminars and inservice programs which will directly assist employees in their performance of duties assigned by Management. For any seminar or inservice which requires attendance outside the confines of the district; the school district shall absorb the costs.

If a request is denied, the reason for denial will be submitted to the employee(s) and the Union and shall be subject to the grievance procedure.

ARTICLE 14 Seniority List

14.1

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

14.2

The seniority list on the date of this Agreement will show the names of all employees in each group with group seniority date and original hire date, if different.

14.3

The employer will provide semi-annual seniority lists with copies to every building, the president of the Local, and the Chief Steward. If an employee should request a copy of seniority list, it shall be provided.

ARTICLE 15 Loss of Seniority

15.1

An employee shall lose his/her seniority for the following reasons:

- a) S/he quits.
- b) S/he is discharged and the discharge is not reversed through the grievance procedure.

- c) S/he is absent for three (3) consecutive working days without notifying the employer. In proper cases, exceptions shall be made by the employer. After such absence the employer shall send written notification to the employee at his/her last known address that s/he has lost his/her seniority and his/her employment has been terminated.
- d) Failure to return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the employer.
- e) Failure to make timely return from a leave of absence as per section c, above

ARTICLE 16

Seniority of Officers

16.1

Notwithstanding their position on the seniority list, the following Union Officers who are appointed or elected shall in the event of layoff only be continued to work at all times when one (1) or more divisions or fractions thereof are at work provided they are qualified to perform any of the work available: President, Vice-President, Recording Secretary, Secretary/ Treasurer, Chief Steward, three (3) Custodial Stewards, three (3) Food Services Stewards, two (2) Transportation Stewards, one (1) Warehouse Steward, and one (1) Student Monitor Steward as identified in Article 6.1.1. Should new representation areas be created the stewards shall be covered as above.

Should any court render a decision which will affect the foregoing, the parties agree to meet, review and discuss proposals in the article which may be proposed by either party. The current provision shall remain in effect provided it is not inconsistent with the law.

ARTICLE 17

Supplemental Agreement

17.1

All supplemental agreements shall be subject to the approval of the employer and the union. They shall be approved or rejected by the Board, and ratified or rejected by the union within thirty (30) days.

ARTICLE 18
Layoff Defined

18.1

Layoff and/or reductions in the working force may occur due to a decrease of work, lack of funds, elimination of a position or the closing of a building or buildings.

18.2

If it becomes necessary for a layoff or a reduction in the work force, the following procedure will be followed:

- A) All transfer requests shall be honored prior to instituting the "bumping" procedure. Open positions created by position reductions shall not be considered open for transfer, (see 18.6) except to persons holding more seniority with a transfer request in for position, shift or building prior to initiating bumping procedure.
- B) Probationary employees within the affected group or groups will be laid off first.
- C) Seniority employees will be laid off or reassigned using the following procedure. (This does not apply to anyone coming from another bargaining unit or organization that holds frozen seniority in Local 1483).

Procedure:

- 1) The lowest seniored employee(s) will be removed from each classification of a group until the number of employees left in each classification of a group equals the number of available positions.
- 2) Each seniored employee who was removed in the above paragraph (18.2.C.1) shall have the right to bump into the last classification s/he previously held in a permanent status change, providing it is held by a lower seniored employee. The employee who must bump to a lower classification shall receive that rate at his/her current step.
- 3) Each seniored employee who was removed in the above section (18.2.C.1 & 2) who has seniority within another group of Local 1483, which is greater than someone still in a position within that group, may bump the lowest seniored employee within that group.
- 4) If no position is produced for an employee following the above procedure, the employee will be laid off.

18.3

The following employees are an exception to the procedure outlined in Article 18.2 Seniority of Officers as outlined in Article 16.1. The following procedure will be used if there is the need to layoff among the officer group:

- a) Follow the criteria for continued work in Article 16.1.
- b) If there are not enough positions left within the union for all the officers, the lowest seniored stewards will be laid off first.
- c) The Union officers will be the last employees in the union to be laid off unless they cannot fulfill the criteria for continued work outlined in Article 16.1.

18.4

Employees to be laid off for an indefinite period of time will have at least twenty (20) working days notice of layoff. The Local Union President will receive notice the same day as the employee(s) laid off.

18.5

Union employees on full layoff may be used as replacements and will be paid at the rate of pay they received before layoff. Employees on full layoff called for replacement duties will be called by their seniority at the time of layoff.

18.6

All employees on layoff will continue to accumulate seniority for as long as they remain eligible for recall as stipulated in Article 19.4.

EXAMPLE: If nine C-1 custodial positions have been eliminated and thereby these nine persons displaced, the nine lowest seniored C-1 employees would be removed from their positions thereby leaving nine open positions to be filled. The nine highest seniored employees removed due to the positions having been eliminated will then be offered their choice of the open positions by seniority. Open positions created for this reason would not be considered open position for transfer.

18.7

Employees on full layoff may pay premiums for fringe benefits to the Board, at Board rates, to continue them in force for the period of time they have recall rights.

18.8

No non-bargaining unit employee will work in a position from which a person is laid off until the recall procedure is exhausted.

18.9

Laid off employees will be given priority opportunity to be used for daily substitute work, provided they have the ability and qualifications to perform the work. They will be paid at the highest going substitute rate in the respective substitute position. They will be offered this opportunity before any non-union employee, and, if they choose to participate, will be placed, accordingly, by their respective seniority, into the substitute pool of that group/division and called in accordance with the established call-in procedure for that group/division.

Temporary vacancies which exceed five (5) working days shall preempt section 48.2 in the event there remains a displaced head custodian or shift leader or cafeteria leader of that classification. The displaced employee shall be offered the temporary vacancy beginning with the sixth (6th) work day.

18.10

When possible reduction of positions by attrition in the secondary cafeteria classification will be at the lowest hourly level. Final determination shall rest with the Board.

18.11

When a Food Services employee is laid off and then recalled to a lower classification, s/he shall continue to accumulate his/her seniority in the higher classification until the lowest open position in his/her original classification becomes available.

ARTICLE 19
Recall Procedure

19.1

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Articles 47, 58, and 70. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report within ten (10) working days from date of mailing of notice of recall, s/he shall be considered a quit. Extension shall be granted by the employer in proper cases providing the employee makes written notification postmarked within timelines stated above.

19.2

Employees who were forced to bump from a preferred classification shall retain their right to be recalled in their original classification should that job reopen. This shall be done before a laid off employee is recalled.

19.3

A job shall be considered open if no employee has recall rights to it.

19.4

Laid off employees shall have recall rights for a period equal to his/her accumulated district seniority at time of layoff or two (2) years whichever is greater.

19.5

Employees returning from layoff shall return at the wage increment held prior to layoff. When the interrupted year of service is completed they shall be incremented to the next step. This date shall now become their new anniversary date for wage increments.

ARTICLE 20 Veterans

20.1

Reinstatement of Seniority Employees: Any employee who enters into active service in the armed forces of the United States upon honorable discharge or honorable separation of such service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have changes so as to make it impossible or totally unreasonable to do so, in which event s/he will be offered such employment in line with his seniority as may be available which s/he is capable of doing at the current rate of pay for such work, provided s/he reports for work within one hundred and twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization.

20.2

A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his/her probationary period, if not already done so, and upon completing it will have seniority equal to the time s/he spent in the Armed Forces.

ARTICLE 21 Veteran's Law

21.1

Except as hereinafter provided the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

ARTICLE 22
Educational Leave for Veterans

22.1

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence to attend school full time under applicable federal laws.

22.2

Employees who are in some branch of the Armed Forces, Reserve or National Guard will be paid the difference between their reserve pay and their regular pay with the school district 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.

ARTICLE 23
Unpaid Leaves of Absence

23.1 GENERAL PURPOSE LEAVE

General purpose leaves may be granted for up to one (1) year and may be extended for up to one additional year. Seniority, however, shall be granted only for the first twelve (12) months of any combined leave period.

The employer shall provide employment to the employee returning from a leave of absence.

23.2 PARENTAL LEAVE

- A) A parental leave may be granted to an employee within one (1) year of the time s/he adopts a child, acquires a child by birth or marriage or assumes the legal responsibility of a family.
- B) Employees granted leave under this section will return to a position in the district not later than two (2) years from the date the leave was taken. The extension for the second year of leave may be granted upon written request to the Employee Services Office provided said request is filed prior to the expiration of the original leave. Seniority shall accrue for the first year only and then be frozen.

Employees shall provide notice, in writing, to Employee Services at least twenty (20) working days in advance of the expected start date and return date for a parental leave. The employee shall be granted one (1) extension, if requested, during the first year of the leave. An extension for up to a second year of leave may be granted provided it is requested prior to the expiration of the last recorded return date.

MATERNITY LEAVE

The term "Maternity Leave" is being deleted from this Article. It is now considered the same as a Medical Leave.

23.3 MEDICAL LEAVE

Leaves of absence for medically verified illness will be granted upon employee request and proper documentation for a period up to one (1) year; such leave may be extended up to one (1) year without loss of seniority upon request and review of authorizing conditions.

The Board reserves the right, at its option and expense to have the employee examined by a physician designated by the Board with respect to any of the timelines as established. In the event of conflict between the statements of the two (2) physicians, the statement of a mutually agreed to third physician will prevail.

Employees returning from medical leave shall submit, upon employer request, medical release validating the employee's capability to perform in acceptable fashion.

23.4

Employees who are granted an approved medical leave of absence for up to one year have the right to return to the classification, shift, time assignment, building, and wage increment held prior to the leave. Building return rights shall be limited to one (1) year.

Employees returning from any other type of approved leave shall have the right to return to the classification, shift, time assignment, and wage increment held prior to the leave.

CUSTODIAL/WAREHOUSE: Procedures set forth in Article 48 shall be applicable with a maximum of two (2) bumps in temporary assignments.

FOOD SERVICE/STUDENT MONITOR: The above procedure shall apply to elementary positions only. Senior high cafeteria employees shall have a maximum of five (5) bumps.

The middle school shall have a maximum of three (3) bumps.

TRANSPORTATION: See Article 92

23.5 Involuntary Leave

An employee may be placed on an involuntary leave for just cause.

For purposes of determining an involuntary leave, the Board, upon notice to the Union, may make a written request requiring the employee to provide the results of a physical/mental examination

from his/her doctor to determine the employee's ability to perform the essential functions of his/her job with or without accommodation. The Board shall pay for this examination.

If the Board is not satisfied with this report or should the employee not provide this report, the Board, upon notice to the Union, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

An employee placed on involuntary leave under the provisions of this article shall be paid his/her regular standard hours and pay rate (excluding any overtime or extra work/extra pay compensation), his/her fringe benefits, and his/her sick or personal business banks will not be charged during the period of these medical examinations.

ARTICLE 24 **Leave for Union Business**

24.1

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 employer shall, at the written request of the union, receive temporary leave of absences 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 of one (1) year in a comparable position as is available.

ARTICLE 25 **Holiday Provisions**

25.1

The paid holidays are designated as New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, December 24 and 25, Good Friday, Easter Monday and December 31 respectively. Employees will be paid their standard hourly rate based on regularly scheduled hourly pay for said holidays. Money Handlers will be paid for Labor Day, should school start prior to Labor Day, or should they be required to attend a departmental meeting prior to Labor Day.

25.1.1

The six (6) days which are not holidays during the Christmas vacation period in the school calendar will be deemed paid days off. In case of emergency call-in, the rate of pay will be time and one-half, except as outlined in 25.6.

25.2

An employee will not receive holiday pay for the designated holiday if s/he is absent without pay either the scheduled work day immediately preceding the holiday or the first scheduled work day immediately following the holiday, unless the absence is substantiated as reason of good cause, as determined by Management. This determination is subject to the grievance procedure.

25.3

When one of the above holidays falls on Sunday, then Monday shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday shall be deemed the holiday. When Christmas or New Year's Day falls on Sunday, then Monday, will be deemed the holiday and Friday will be deemed the day before the holiday. When Christmas or New Year's falls on Saturday the Friday shall be deemed the holiday and Thursday will be the day before the holiday. When Christmas or New Year's Day fall on Monday, then Friday will be deemed the day before the holiday.

25.4

In the event that these designated holidays are in conflict with the established school calendar, a conference will be called between management and the union to arrange an acceptable compensatory holiday to be taken at the discretion of the employee.

25.5

If an employee is required to work on any of the above holidays s/he shall receive his or her holiday pay plus double time for all hours worked.

25.6

Transportation employees/s transporting Wayne-Westland Students to educational programs that are operated by other districts during the Christmas vacation period will follow the school calendar of the district where the program resides. When it is necessary for the employee/s to transport students to other districts on days that are scheduled paid days off in our district, they shall receive compensation at their regular standard rate for the actual time worked in addition to their paid day off.

ARTICLE 26
Pay Advance

26.1

If a regular payday falls during an employee's vacation, s/he will receive that check in advance before going on vacation providing said request is made in writing to the business office one (1) month prior to the payday in question to be submitted on the vacation request form used by the district. Should the employee change his/her vacation, a revised check request must be filed with the business office one (1) month prior to the payday in question.

26.2

If an employee is laid off or retires, s/he will receive any unused vacation credit including that 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 his/her vacation the following year.

26.3

RATE DURING VACATION: Employees will be paid their current rate based on regular work day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 27
Union Bulletin Boards

27.1

The employer will provide bulletin boards in each building of the bargaining unit, conspicuously located, which may be used by the union for posting notices of the following types:

- 1) Notice of recreational and social events.
- 2) Notice of elections.
- 3) Notices of results of elections.
- 4) Notices of meetings.
- 5) Job Postings.
- 6) Postings deemed necessary for the internal operation of the union.

27.2

A copy of notices will be forwarded to the Employer.

27.3

The bulletin boards shall not be used by the Union for disseminating propaganda and among other things shall not be used by the Union for posting or distributing pamphlets of political matters. The Union shall have the exclusive right to the use of these bulletin boards.

ARTICLE 28
Safety Committee

28.1

AFSCME Local 1483 will provide two (2) representatives to the District Safety Committee.

Worker's Compensation Committee

28.2

AFSCME Local 1483 and the Wayne-Westland Community Schools will provide four (4) members, equally proportioned to the employer and the Union - two each, to form a Health and Safety Committee with the intent of mutual benefit. The Committee shall have reasonable access to any information it deems necessary as allowable under the law. The Committee shall have the right to interview the employees and the employees shall be granted reasonable access to the Committee. The Committee shall be notified immediately if a Claim is filed and meet within a reasonable time frame to review the circumstances. The Committee shall review, assist and recommend in the following areas: abuse, safety, and policy.

ARTICLE 29
New Program & Rates for New Jobs

29.1

Any new programs to be initiated by the district that would become part of any of the AFSCME Divisions will be discussed with the President of Local 1483 or his designee, chief steward, and the union steward/s of that division.

The union shall have input into any decision reached relative to such programs.

It is the Board's intent that traditional bargaining unit work shall generally be performed by members of the various AFSCME divisions provided the proper equipment and expertise is available within the district. The Board shall retain the right to make the final determination.

29.2

When a new job is placed in a group of the bargaining unit and cannot be properly placed in an existing classification, the employer will consult with the Union prior to establishing the classification and grade structure. In the event the Union does not agree that the description and grade are proper, the union shall have the right to submit the matter into the grievance procedure.

ARTICLE 30
Ratification

30.1

The Union agrees to submit this agreement to the employees of the bargaining unit covered by this agreement for ratification by them and the Union will recommend to the employees that it be ratified.

ARTICLE 31
Termination & Modification

31.1

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1999.

31.2

If either party desired to terminate this Agreement, it shall, one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided or each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on one hundred twenty (120) days written notice prior to the current year's termination date.

31.3

If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of intent to amend or modify the agreement. If notice of amendment of this agreement has been given in accordance with this paragraph, this agreement may be terminated by either party on ten (10) days written notice of termination. An amendment that may be agreed upon shall become part of this agreement without modifying or changing any of the other terms of this agreement.

31.4

NOTICE OF TERMINATION OR MODIFICATION: Notice shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, to 23855 Northwestern Highway, Southfield, Michigan 48075, and if to the Employer, addressed to 36745 Marquette Street, Westland, Michigan, 48185, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 32
Study Committees

32.1

A joint management-union study committee may be set up at any period during the life of this contract by mutual consent and for specific purposes.

ARTICLE 33
Promotion of Productivity & Efficiency

33.1

The Union recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the employer must within the existing framework of the statutes of the State of Michigan maintain the Wayne-Westland Schools within the County of Wayne as efficiently and at the lowest possible cost consistent with fair labor standards. The Union undertakes that the employees perform loyal and efficient work.

ARTICLE 34
School District's Right

34.1

The Board of Education retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes an express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board of Education shall have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent with this Agreement.

ARTICLE 35
Contract Reopening

35.1

The employer and the Union, by mutual agreement, may during the period of this contract reopen the contract to negotiate language changes.

No officer of the local union shall have the power to act as agent for, or otherwise bind the local union in any way whatsoever. No member or group of members or other person or persons shall have the power to act on behalf of or otherwise bind the Local Union, unless at a ratification meeting. Timelines for ratification of all supplemental agreements shall be stipulated in the letter of understanding. The Union shall notify the Employer within one (1) work day of the acceptance or rejection of the Agreement.

ARTICLE 36

Strikes

36.1

There shall be no strikes of any kind by the Union during the term of this Agreement.

The word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in conditions or compensation, or the rights, privileges, or obligations of employment. Nothing contained in this article shall be construed to limit, impair or affect the right of any public employee to the expression or communication of view, grievance, complaint or option on any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment.

ARTICLE 37

Sick Leave, Personal Business Leave and Funeral Leave

37.1 SICK LEAVE

- A) Employees entering into duty with the Wayne-Westland Community Schools for the first time shall be advanced one (1) day of sick leave for each month remaining in that fiscal year. Thereafter, sick leave shall be earned at the rate of one (1) day per month and shall be credited monthly to the sick leave account of the individual. Employees shall not accrue additional sick leave while drawing from the union sick bank. Sick leave shall accumulate to a limit of two hundred eighty-eight (288) days. This includes all AFSCME Local 1483 employees. A cap of 200 days will remain for computation in Article 40.1.

- B) Sick leave shall be available for use by employees for the following purposes:
1. Bona Fide physical incapacity to report for and discharge duties.
 2. Death in family, (Husband, wife, children, parents, grandchildren, close relative and close associates).
 3. Providing care for a member of the immediate family who is ill, when no other immediate arrangements are possible. Time beyond two (2) days is subject to administrative review and determination.
 4. Emergency visits to doctor or clinic including medical and dental extractions or treatment to the extent of time required to complete such appointments.
- C) All regular employees shall accumulate sick leave from the date they are hired.
- D) Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.
- E) Employees who leave to enter the Armed Forces of the United State under the provisions of the Selective Services Act, who are members of the Armed Forces, and are called to active duty or enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the Employer have available any unused sick leave previously earned, provided that such re-employment takes place within one hundred twenty (120) days after discharge or release from active duty in the Armed Forces.
- F) The District shall not charge an employee sick leave for a paid holiday.
- G) An employee who transfers from one bargaining group to another within the bargaining unit, shall transfer with him/her any unused sick leave.
- H) Employees who regularly work less than full time shall accumulate sick leave at the established rate, pro-rated according to the average number of hours worked per day.
- I) Each immediate supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity. S/He may, with reference to the needs of his/her group, require prompt and daily notification from his/her employees of the necessity for taking sick leave. Prior notification should be provided by the employee whenever possible.

- J) The immediate supervisor may require the report of a medical doctor or a doctor of osteopathy or a doctor of chiropractor for any illness. Falsification of such evidence shall be cause for dismissal. S/He shall refuse to allow use of sick leave where, in his/her judgement, there is insufficient evidence to support the employee's claim, or where s/he shall refuse to allow use of sick leave where, in his/her judgement, there is insufficient evidence to support the employee's claim, or where s/he believes the employee has not exercised reasonable effort to promptly notify the immediate supervisor of his/her absence.
- K) All payments for sick leave shall be made at the employee's current rate of pay for any one illness for all hourly rate employees. No employee can draw more than eighty (80) hours sick leave during a pay period. A regular work day is any day which an employee is regularly scheduled to work.
- L) For the transportation department, sick leave is to be based on actual hours worked.
- M) For the Food Services department, sick leave is to be based on regularly scheduled work day.
- N) For purposes of determining an employee's sick leave status, the Board, upon notice to the Union, may make a written request requiring the employee to provide the results of a physical/mental examination from his/her doctor.

If the Board is not satisfied with this report, it, upon notice to the Union, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

37.2 SICK LEAVE BANK

The Board will provide a sick leave bank of 1,912 hours, with usage on the bank to be by hours paid. Any hours left over in the bank will be carried over the following fiscal year. In no fiscal year, however, can the bank contain more than 2,400 hours.

An employee applying to the sick leave bank must have used at least ten (10) sick days of his/her own or be docked that amount before being granted days from the sick bank. Employees must exhaust their accumulated personal sick leave days before making request to AFSCME Local 1483 for reasonable withdrawal of sick leave bank days.

37.3 PERSONAL BUSINESS LEAVE

- a. Employees shall be allowed up to three (3) days per year for absence of a personal nature. Except in a case of extreme emergency, absence immediately before or after a holiday or vacation period will not be valid under this section.

The parties in agreeing to this section, clearly understand that the use of personal days is not valid for gaming days" or the purpose of Christmas shopping during the ten (10) days preceding Christmas.

*These days, by example, are, but not limited to, deer hunting, pheasant hunting and trout fishing.

- b. Unused personal business days shall be added to the individual sick bank at the end of the fiscal year.
- c. Employees must give 24 hours notice prior to taking a personal business day under this section (exception in case of emergency).
- d. An employee called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation.
- e. If an employee is required during the working day to participate on behalf of the union with any representative of the school board in any grievance procedure including arbitration s/he shall be released from regular duties without loss of salary.

37.4 FUNERAL LEAVE

- a) If a death occurs among members of an employee's immediate family, relatives and close associates, the employee may be granted up to three (3) days to attend a funeral within the metropolitan area, and up to five (5) days outside of the metropolitan area or state. Such leave will be with pay, which shall be charged to his/her sick leave bank. If the employee is out of personal sick time special arrangements will be made.
- b) Department representation at an employee's funeral with pay shall be subject to administrative approval. Other employees who wish to attend the funeral of a fellow employee may do so but without pay. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the day of the funeral.

ARTICLE 38
Hospitalization, Medical, Life Insurance Coverage
Worker's Compensation, and Extended Benefits
Dental and Vision Insurance

38.1 HOSPITAL-MEDICAL COVERAGE

The employer agrees to pay the full premium for hospitalization medical coverage for the employees whose standard hours are a minimum of twenty-five (25) hours per week. The programs which will be offered will be the following: Blue Cross/Blue Shield, T.R.U.S.T. Program (Responsible Use System of Treatment), Preferred Provider Organization (PPO), MVF-1, Master Medical Option III with DC-DCCR, ML, D45NM Riders, SAT Rider, and \$2.00 Co-Pay A.P.D.B.P. (Alternative Prescription Drugs Blue Preferred); Care Choice (HMO), Health Alliance Plan (HMO), and any other HMO that may be approved by the Board during the duration of this Agreement.

Employees not signing up for health care coverage benefits will receive \$40.00 per regular pay for 21 pays.

38.1.1

The three (3) Letters of Understanding dated June 12, 1991, June 13, 1991, and June 14, 1991, remain in full force through the life of this contract.

38.2 LIFE INSURANCE

The Board will provide Thirty Thousand Dollars (\$30,000) Group Life Insurance for full time employees. Regularly scheduled part-time employees working less than four (4) hours per day will receive \$20,000 group life insurance and may participate at the \$30,000 level by paying 50% of the additional premium costs. Regularly scheduled part-time employees working more than four (4) hours per day will have the total premium paid by the Board.

38.3 DENTAL INSURANCE

The Board will provide full family dental insurance such that the carrier will pay one hundred percent (100%) of all routine treatment costs based upon reasonable and customary charges; seventy five percent (75%) of major treatment with an annual maximum of eight hundred dollars (\$800) per employee and eligible family member for all employees whose standard hours are a minimum of twenty-five (25) hours per week.

Routine treatment will include, but not limited to, oral exams, prophylaxis, x-rays, extractions. Major treatment will include provision of crowns, fixed bridges, restorations, removable partial or complete dentures and repair of existing dentures.

38.4 VISION INSURANCE

The Board will provide Co-Op Optical A Annual Plan to all employees.

38.5 Employees covered by this Agreement may purchase benefits as defined by the COBRA Act at his/her expense. Benefits not covered by the COBRA Act may be purchased if permitted by the insurance carrier. The cost will be 102% of the group premium rate.

38.6 WORKER'S COMPENSATION

Any employee who is absent because of an injury or disease payable under the Michigan Worker's Disability Compensation Act shall be treated in the following manner:

1. For the first seven (7) calendar days of such absence, the employee shall be charged sick leave from his/her accumulated account or if the employee so requests, personal business leave. If the employee has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for absences not covered by his/her accounts.

If the employee's incapacitation continues to the fifteenth (15th) calendar day and/or beyond, the employee so affected shall have the sick leave and/or personal leave charged to his/her account for the first five (5) working days of his/her absence restored to his/her account.

2. If the employee's incapacitation extends beyond the period of seven (7) calendar days, and it is determined that the injury/disability is payable under the Michigan Worker's Compensation Disability Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for period of up to ninety (90) days from the date of said injury. The employee shall also, during this period of time, receive from the Board the difference between his/her Worker's Disability Compensation check and his/her regular salary.
3. If the employee's incapacitation continues beyond the ninety (90) day period stated above, s/he shall continue to receive the difference between his/her Worker's Disability Compensation check and his/her regular salary to the extent and until such time as said employee has used up all of his/her remaining sick leave and/or personal leave days.

- a. For purposes of this sub section, "full salary from the Board" shall mean the individual's standard amount. It shall not include overtime, or any other extra pay assignment.

- b. It is also understood that the amount of sick leave and/or personal leave to be deducted from the employee's account(s) will be 1/2 day for any full day's absence. If the employee is absence less than a full day, the employee will still be charged 1/2 day from his/her sick or personal leave account.
4. An employee returning within one (1) year from Worker's Compensation shall be placed in the same position and building. An employee returning after one (1) year shall be placed into a position comparable to the position occupied at the time of injury or into a work pool until a comparable position becomes available.

Or, if in the event the employee is medically unable to perform the functions of their position, they shall then be placed in a position with the most comparable rate of pay for which s/he is qualified to perform.

38.7 TUBERCULIN TESTS

Should the District require tuberculin tests, it shall provide skin tests free of charge if a special plan is provided by the Board.

If a special plan is not provided by the Board, the employee may use the physician of his/her choice and shall be reimbursed for the cost of such a test up to twelve dollars (\$12). Employees must submit a paid receipt indicating the cost of the test to be eligible for reimbursement. The Board will fully reimburse any employee, upon receipt, who is required by his/her physician to have a chest x-ray to satisfy this T.B. test requirement.

38.8 PHYSICAL EXAMINATIONS

The Board of Education will pay ten dollars (\$10) toward the cost of employee's physical examination required by the Board of Education.

38.9 EXTENDED BENEFITS

Whenever an employee is on an approved leave of absence because of illness and has exhausted accumulated sick leave, the employer shall continue to pay the full cost of the employee's benefits as provided by the employer, for a period not to exceed one (1) month following termination of sick leave pay provided, however, the employee shall have completed the probationary period.

38.10

If the district initiates a study of insurances for employees, Local 1483, AFSCME, will participate in such a study.

ARTICLE 39
Longevity Pay

39.1

Beginning with 1991-92 School year, longevity will be paid to those employees whose standard hours are a minimum of twenty-five (25) hours per week on the following basis:

15 - 19 years of service in the District.....	\$ 400.00
20 - 24 years of service in the District.....	\$ 800.00
25 plus years of service in the District.....	\$1,200.00

All AFSCME employees whose current work week consists of at least twenty-five (25) standard hours and who have completed a minimum of fifteen (15) years of service to the Wayne-Westland Community School District shall qualify for longevity pay each year.

Longevity pay will be paid on the last regular pay date in June each year.

Credit will be granted for all years or portions thereof that pay was received from the Wayne-Westland Community School District. Sick days, sick bank days, vacation days, etc., will be included for credit.

Years of service, however, do not have to have been performed at the twenty-five (25) standard hours per week minimum. All employment years will be counted toward years of longevity.

All time employed by the District will count toward longevity pay except time employed as a substitute employee or time off because of layoff or unpaid leaves.

After July 1, 1992, longevity pay will be prorated for those employees during any given school year so long as they had already qualified for longevity pay at the end of the preceding year.

One year of credit will be based on a ten month work year. The following schedule is based on the Michigan Public School Employee's Retirement System guideline of 17 days = .1 of a year credit and will be used to determine prorated credit.

170 days and above	1.0 credit
153 days - 169 days	.9 credit
136 days - 152 days	.8 credit
119 days - 135 days	.7 credit
102 days - 118 days	.6 credit
85 days - 101 days	.5 credit
68 days - 84 days	.4 credit
51 days - 67 days	.3 credit

34 days - 50 days	.2 credit
17 days - 33 days	.1 credit
Below 17 days	0 credit

ARTICLE 40
Sick Day Payout

40.1

To qualify, an individual must have ten (10) years seniority in the bargaining unit.

Payout will be calculated using the employee's base wage inserted in the following formulas:

Accumulated
Sick Days

0-36	Payout at 10% of base daily wage x number of days
37-48	15% of base daily wage x number of days in excess of 24
49-60	20% of base daily wage x number of days in excess of 24
61-72	25% of base daily wage x number of days in excess of 24
73-84	30% of base daily wage x number of days in excess of 24
85-200	35% of base daily wage x number of days in excess of 24

Examples:

- A. Accumulated Sick Days = 30
30 Days x 10%
- B. Accumulated Sick Days = 80
24 Days x 10% plus 56 Days x 30%

Employees eligible to participate must make written notification within 30 days prior to the beginning of the fiscal year in which they plan to separate. Special exceptions may be made with approval of the Superintendent.

The Board, at its option, may increase and/or alter the above formula in cases where the greater incentive may benefit both parties. The union and all employees affected will be notified prior to implementation.

ARTICLE 41
Evaluation

41.1

Each employee will be formally evaluated every three years for the purpose of helping the employee succeed in his/her assignment. This does not prohibit the District from evaluating

the employee more often than every three years if necessary. Management will provide the evaluation instrument utilizing Union input if the Union so desires.

ARTICLE 42
Employee Movement

42.1

Movement shall be defined as a permanent position change.

42.2

Promotions shall be defined as movement of employees to positions within their respective divisions (see Article 6.1.1) which either have a higher rate of pay or higher number of standard hours or both.

42.3

Transfers shall be defined as movement within a classification, group, or shift in the Custodial, Warehouse, Bus Drivers, Bus Aides, and Student Monitor groups and time assignments in the Food Services Division.

ARTICLE 43
Protection of Employees

43.1

The District provides liability coverage in the event a complaint is brought against an employee in connection with his/her employment. There will be no deductible.

ARTICLE 44
Wage Rates

44.1

2% for 1996-97 (applied to the top step of each salary schedule)	Effective July 1, 1996
2% for 1997-98	Effective July 1, 1997
0% for 1998-99	

ARTICLE 45
Vacation Credit

45.1

An employee will earn credit toward vacation with pay in accordance with the following schedule:

- o Vacation credit will be earned only for those months in which an employee receives pay for the majority of the scheduled work days. Exception: Employees relying solely upon the Union's Sick Bank in order to maintain benefits will not accrue vacation credit.
- o Those persons hired prior to January 1 of any fiscal year shall be given full credit for that year. Those persons hired January 1 or after any fiscal year will receive 1/2 credit for the difference between their full years of seniority, and the next higher year of seniority.

July 1 through December 31

January 1 through June 30

1 year - 6 days	After
2 years - 8 days	1/2 year - 2 days
3 years - 8 days	1-1/2 years - 7 days
4 years - 9 days	2-1/2 years - 8 days
5 years - 10 days	3-1/2 years - 8 1/2 days
6 years - 11 days	4-1/2 years - 9-1/2 days
7 years - 12 days	5-1/2 years - 10-1/2 days
8 years - 13 days	6-1/2 years - 11-1/2 days
9 years - 14 days	7-1/2 years - 12-1/2 days
10 years - 16 days	8-1/2 years - 13-1/2 days
11 years thru	9-1/2 years - 14 1/2 days
13 years - 18 days	10-1/2 years - 16 1/2 days
14 years thru	11-1/2 years - 18 days
16 years - 19 days	12-1/2 years - 18 days
17 years thru	13-1/2 years - 18-1/2 days
19 years - 20 days	14-1/2 years - 19 days
20 years and	15-1/2 years - 19 days
over - 23 days	16-1/2 years - 19-1/2 days
	17-1/2 years - 20 days
	18-1/2 years - 20 days
	19-1/2 years - 21-1/2 days
	20-1/2 years - 23 days

ARTICLE 46
Duration of Agreement

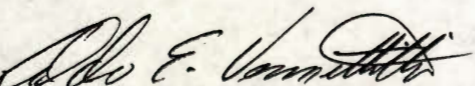
46.1

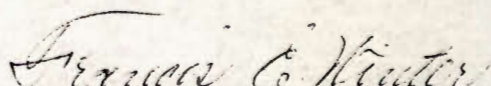
This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

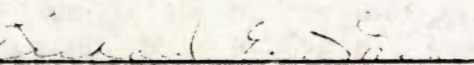
This Agreement shall be effective as of July 1, 1996, and shall continue in effect for three (3) years through June 30, 1999.

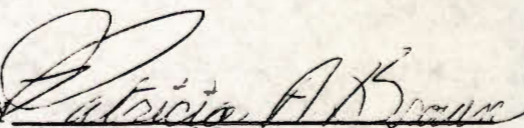
AMERICAN FEDERATION OF STATE
COUNTY, AND MUNICIPAL EMPLOYEES,
LOCAL 1483 AFFILIATE WITH
COUNCIL 25

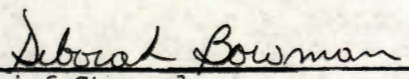
WAYNE-WESTLAND COMMUNITY
SCHOOLS
BOARD OF EDUCATION

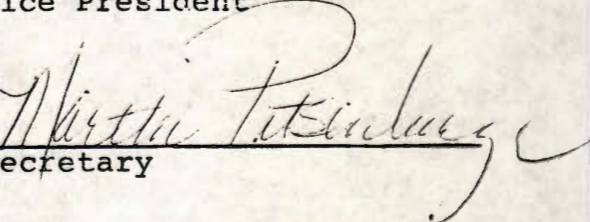
By 
AFSCME Staff Representative

By 
President

By 
President

By 
Vice President

By 
Chief Steward

By 
Secretary

12-16-95
Date

1/22/96
Date

OPERATIONS DIVISION

Custodial and Warehouse Groups

ARTICLE 47

Seniority-Non-Probationary Employees

47.1

Seniority shall be on a group basis as defined in Article V.

47.2

Seniority is the guide rule for the purpose of job security which applies in the following categories:

- Vacation
- Transfer (within a classification)
- Downgrade
- Promotion
- Overtime
- Layoff
- Reduction in Force
- Shift Preference

47.3

Seniority is an employee's guarantee that he or she will have full employment as long as feasible as compensation for their years of devoted services.

47.4

Persons returning to Local 1483 that have prior seniority in the department, shall enter at the lowest open C-1 position not applied for by a member of the Custodial Department when posted. This action shall not displace a member of Local 1483 Custodial/Warehouse departments.

47.4.1

Local 1483 seniority will be frozen in the original group, and will proceed from date of return, if applicable.

47.4.2

The employee will have seventy (70) working days to determine whether or not to remain in that position. If the employee should decide not to remain in that position s/he shall revert back to position they left without loss of seniority and at their prior pay rate. If the position s/he left is not available s/he will be placed on special assignment until a position of like nature becomes available. At no time will the employee lose time or pay, because of his/her decision to return.

The employer, during seventy (70) day working period, has the right to evaluate the employee and after showing just cause, reassign the employee back to his/her prior pay rate and classification or assign the employee special duty in his/her group until a position of like nature becomes available.

47.5

Persons leaving the Union for a managerial position shall retain their accumulated seniority as a union member and be permitted to return to the unit with their accumulated seniority as in 46.4.

ARTICLE 48 Temporary Vacancies

48.1

The employee who worked in the temporary assignment shall be returned to his/her former position upon the return of the employee s/he had temporarily replaced.

48.2

CUSTODIAN AND WAREHOUSE: When management has prior knowledge of a temporary vacancy during the school year (Sep-Jun) when students are scheduled for instructional days, management will replace the following positions from day one (1) of the vacancy:

1. All building Head Custodians
2. Building Shift Leader
3. Chief Warehouse Leader

All other positions will be filled if possible by management.

The filling of such position shall be done by seniority, in the following order:

1. Building
2. District

These positions will be filled with personnel who have indicated in writing that they are interested in temporary assignments. A form will be sent to all custodial personnel. Interested parties will fill out and return these forms. If no form is on file for an employee, he is not to be considered for temporary assignments.

48.2.1

During the fiscal year when students are not scheduled for instructional days and management has prior knowledge of a temporary vacancy, the following positions shall be filled beginning day one (1) by seniority within the building, (District, if applicable):

1. Chief Warehouse Clerk
2. High School Shift Leader

Building usage may require the shift leader assignment to remain on the second shift. One high school shift leader shall be assigned to each location. Exceptions may be made under special circumstances as determined by Management.

Vacancies in other positions shall be filled if deemed necessary for the effective and efficient operation of the building and school district. Management shall reserve the right to make the final determination.

48.3

If an employee refuses or is unavailable to accept a temporary assignment when the vacancy occurs, they will forfeit their right to that assignment throughout the duration of such vacancy.

An employee who on six (6) consecutive occasions refuses or is unavailable for temporary assignment shall have his/her name removed from the temporary assignment list for the balance of that year.

48.4

If an employee accepts a temporary vacancy assignment for a specified period of time s/he may not be offered a different temporary assignment until the first assignment expires or until s/he has returned to his/her permanent classification for a maximum of one (1) working day.

48.5

Employees will not be allowed to make "Temporary" downgrades and/or lateral moves for the sole purposes of building and shift preferences.

ARTICLE 49
Promotions

49.1

The promotion of employees or advancement within the bargaining unit is the responsibility of management subject to the procedures set forth in this Article.

49.2

A. Functional literacy is necessary for certain classified position within the bargaining unit. Written examinations will be conducted for all employees interested in promotional opportunities. Examinations will be given a minimum of twice a year, in July and February.

GROUND RULES FOR AFSCME TESTING

1. The testing Committee shall consist of the following:
 - A. Two union officers within the Operations Department. One management member within the Operations Department. The Executive Director of Employee Services.
2. Questions for each test will be submitted jointly by the Committee with the assistance of one or more personnel serving in the same classification for which the test is being developed.
3. Three tests for each classification will be developed. Each of the three tests will be reviewed by the Committee prior to being administered.
4. A passing score of seventy-five percent (75%) must be achieved by an employee before that employee will be considered for promotion. All employees with a passing score shall be placed on a master list. The most seniored employee with a passing score shall be given the opportunity for promotion first, the next most seniored second, and so on.

Passing test scores are valid for five (5) years. Further, a passing test score on any test shall also count as a passing score on any test of a lower "C" classification. Employees attempting to promote to a head custodian position must have either a valid passing score on the test for the desired position or a passing score on a head custodian test of a higher classification.

The position of pool operator will not be subject to the above testing procedures. Pool operators must be certified as outlined by the Michigan Department of Public Health.

5. All completed tests shall be maintained in the Employee Services Office for a period of sixty (60) calendar days. Employees wishing to review their test results may do so by making an appointment with the Executive Director of Employee Services.

Such a review will be in the presence of the Executive Director of Employee Services and may include, if the employee wishes, a union officer.

During the review process, the employee will be provided his/her test and the answers during the meeting, but will not be given the test to keep, nor a copy of it, nor may s/he take notes during meeting.

6. Tests may be reviewed, revised, and/or rewritten at any time the Committee deems necessary.

Any employee may request an oral examination. Posting shall include request of oral exam. Applicable job description will be available at Buildings and Grounds. Any applicant who does not achieve a minimum passing score of 75% will be disqualified from further review for the current position.

- B. The senior applicant, who successfully qualifies in step A, will be given a trial period of up to seventy (70) working days to prove his/her ability to perform the job assignment.
- C. A practical examination may be conducted to judge the applicant's general skill and basic ability based on job description during the trial period but not prior to the 20th working day. This exam will be administered by Management. Failure to demonstrate basic skills of the job qualifications will be just cause for disqualification. Two (2) Union Representatives will be present for all examinations as observers.

49.3

A joint Union-Management committee will establish the criteria for the written, oral and practical examinations.

49.4

Employees applying for a posted position of equal pay rate and different grade or classification status shall be subject to the procedure set forth in section 49.3.

49.5

When a job vacancy is posted by the Personnel Office, it will be posted within ten (10) days of the official vacancy occurrence. The posting shall remain for ten (10) working days in a conspicuous place in each building, with a copy on the Union Bulletin Board. Employees interested shall apply within the open posting period to the Personnel Office. All vacancies will be filled by School Board action.

49.6

If the employee is unsatisfactory in the new position, notice and reason will be submitted to the employee in writing, with a copy to the Union. If these reasons are not satisfactory to the employee this is then subject to the grievance procedure. Should the position still be open from which the employee came, s/he shall be returned to that position. If the former position is

not open, the employee shall revert back to his/her prior rate and classification from which s/he came, and may be assigned special duty in his/her group until a position of like classification becomes available. When an opening occurs the same as the one s/he held prior to the new placement, s/he shall be placed in that position without the position being posted.

Employees accepting a new position, in their current division, shall be placed on the same step in the new position as s/he held in the previous position.

49.7

In the event the senior applicant is denied the position posted, reasons for denial shall be given in writing to such employee. If the reasons are unsatisfactory to the employee, s/he may request an interview with the person who has written the reasons for denial, to review the points in contention. If the outcome of this meeting is not satisfactory to the employee, the matter may be subject to the grievance procedure.

49.8

Any job posting that would be subject to transfers through Article 50 would be filled after all proper transfers take place.

ARTICLE 50
Transfer

50.1

Transfers shall be defined as movement within classification or shift.

50.1.1

The term "shift preference" shall mean a permanent position change within a classification and/or group to achieve a desired building and/or shift.

50.1.2

Downgrades shall be defined as movement to a lower rated classification or lower pay rate. The employee can downgrade from a "C" classification position to another "C" classification position. Employees downgrading to a head custodian position must have a valid passing score on a head custodian test or have previously held a permanent head custodian position within the previous five years.

Employees who apply for a downgrade transfer to an "S" classification position must have held the position in a permanent status at some time in the past or successfully test for the "S" position in order to down grade.

50.2

Permanent transfers of the work force will be done for just cause. Any an all employees to be transferred will be notified by the employer in writing the reason for such action. Where an employee feels aggrieved by such action, a special conference will be held. If a satisfactory agreement is not reached, the grievance will begin at Step 2 of the grievance procedure.

50.3

E.I.M. requests may be initiated by any employee within his/her respective group. The senior qualified E.I.M. applicant will be offered the open position first and so on by seniority and qualifications. Any E.I.M. that is successful will bind the employee in that position for one year. Any management related movement will not be held to the restriction, (i.e., promotion, transfer, new hire, recall, demotion, etc.)

50.4

If an employee initiates a E.I.M. request without specifying a particular building or shift, and it offered one and refuses, it will count as a successful E.I.M.

50.5

All E.I.M. requests are to be filled within five (5) working days of the posting date.

50.6

No E.I.M. will be honored for new hires or persons coming into a new group before completing their probationary period.

50.7

No employee will be discriminated against because of an E.I.M. or request for same. Any E.I.M. can be withdrawn at any time.

50.8

Transfer requests shall remain on file for a period of up to one (1) year. All transfer requests expire on June 30, annually. Employees wishing transfers the following year must complete new requests. Employee may submit as many requests as desired.

50.9

The use of district substitutes will be used for Custodial and Warehouse vacancies occurring by absenteeism only.

ARTICLE 51

Working Hours, Shift Premium Hours

51.1

Unless otherwise specified the work day(s) will mean regular scheduled working days.

51.2

REGULAR HOURS: The regular hours of work each day shall be consecutive except for a guaranteed uninterrupted one-half hour lunch period unless an emergency affecting the safety of children or school plant arises.

51.3

WORK WEEK: The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday (except for employees in continuous operations discussed in Section 51.7).

51.4

WORK DAY FOR CUSTODIAL AND WAREHOUSE: Eight consecutive hours of work within the 24 hour period beginning at midnight shall constitute the regular work day.

51.5

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular shift, and each work shift shall have a regular starting and quitting time. Shift time beginning:

- o Shift time shall be between 6:00 a.m. to 8:00 a.m. for the first shift.
- o The second shift shall start between 3:00 p.m. and 5:00 p.m..
- o The third shift shall start between 10:00 p.m. and 12:00 midnight.
- o There may be a shift time of 11:00 a.m. to 7:00 p.m..

Operations supervisors shall post on bulletin board the regular shift the employee works, and duties of each employee.

If two (2) calendar days are involved on a shift, (as is the case of the third shift), the calendar day on which the shift starts shall be considered the work day for computing overtime.

In the event that all employees on a shift in a building are to have a shift change, such notice will be given to affected employees at least one (1) week in advance of such a shift change.

51.6

Work schedules showing the employee's shift, work days and hours shall be posted on all union bulletin boards. Management may temporarily transfer an employee from one building to another for a period not to exceed 45 days. The employees shift will not be affected by such a move. The union will be consulted along with

employee prior to the actual move. An employee performing work at a different grade level from his/her normal assignment shall receive the higher rate in his/her step in the grade pay rate for such assignment.

51.7

CONTINUOUS OPERATIONS: Employees engaged in continuous operations are defined as being any employees or group of employees engaged in an operation for which there is regularly scheduled employment for 24 hours a day, seven (7) days a week.

The work week for employees engaged in continuous operations shall consist of five (5) consecutive eight-hour days.

51.8

All employees are expected to be at their regularly assigned working station at their scheduled starting time.

51.8.1

An employee will not be required to use his/her vehicle while performing his/her job. This excludes custodians who work in more than one building.

51.9

Employees will be permitted a "break" for fifteen (15) minutes the first half of the shift and also a "break" for fifteen (15) minutes the second half of the shift. Breaks will be permitted after two (2) hours of the normal working schedule have elapsed.

51.10

Full time Custodial and Warehouse employees shall be paid a thirty (30) minute lunch period.

51.10.1

Employees will be permitted sufficient time prior to the conclusion of the work day, to wash up as determined by the work schedule.

51.11

An employee returning for duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1-1/2), except Sundays and holidays as specified in Article 52.

51.12

Overtime hours are to be rotated and equalized in the building, then the district. Saturday and Sunday overtime shall be assigned on Friday.

If an employee refuses Saturday or Sunday s/he shall be charged for the hours refused and will not be asked again for the Saturday or Sunday. Exception: If an employee refuses a

scheduled overtime assignment during the Christmas Recess, s/he will be charged but will remain eligible for further scheduled overtime assignments.

Saturday overtime shall be assigned first. After all Saturday overtime has been assigned, the Sunday overtime will be assigned by continuing down the same original lists. If all Sunday assignments have not been filled when the list is completed, then the list will be started over, asking only those persons who have accepted Saturday assignments.

The lowest hour person will be offered the greatest hourly assignment starting with Saturday and this procedure will continue for the rest of the assignments on Saturday and also Sunday.

It is the obligation of the employee to notify his/her supervisor of availability for regularly scheduled overtime on a mid-week Holiday, a normal two-day weekend (Saturday and Sunday), or an extended weekend (i.e. Fall Recess, Thanksgiving, Christmas Recess, Mid-Winter Break, Easter, Memorial Day, Fourth of July, Labor Day, etc.) This notification must be in writing and with a phone number where s/he may be contacted. This notification in writing will be on a list which will be in a conspicuous place in the building. The employee will sign up by 5:00 pm Wednesday.

If a person is absent for any reason on the work day immediately preceding a mid-week Holiday, a normal two-day weekend (Saturday and Sunday), or an extended weekend, s/he will not be considered for overtime on that Holiday or weekend. If an employee does not sign the regular scheduled overtime sheet, it will be considered a refusal and charged. All refusals will be charged if the rotation of the list is completed.

Emergency call-in shall be any overtime other than regular scheduled overtime and shall be assigned from the District overtime sheets to the lowest hour person within the building, except when specific expertise is required. No one shall be charged for the same time assignment twice. After regular scheduled overtime has been assigned on Friday, any deviation shall be processed as emergency call-in overtime.

When expertise is required, only employees qualified to perform the necessary service/s will be called to do so, and no others are to be charged for the call-in. For those employees who have been deemed qualified, call-in's shall be rotated and equalized within that group of employees. Management will determine which shift the expertise overtime will be assigned.

Overtime for snow removal shall be offered to the on-site S-2 classified employee first, then shall follow the same process as expertise overtime.

Overtime for emergency pool care shall be offered to the S-1 classified employee first, then shall follow the same process as expertise overtime.

A list of qualified employees possessing expertise skills will be developed for each work site by the department supervisor(s). Should other employees qualify after the inception of the original list they will be added to the expertise call-in list as set forth in 51.13.

Custodial employees may be removed from the overtime list, if they have signed up and refused an overtime assignment six (6) times during the year. A year is defined as July 1 through June 30. Exclusions will be made in cases of paid leaves.

Employees who wish to refuse overtime until further notice must sign an Extended Overtime Refusal Form.

51.13

Overtime rotation shall be recorded July 1 through June 30 each year.

All overtime hours for each employee will be recorded in one place (on one list).

Employees who transfer and are assigned to a new work site shall be entered in the overtime rotation at the new site one (1) hour above the highest logged hour at the site less expertise hours. Employees who become qualified for expertise assignments shall be entered in their expertise rotation one (1) hour above the highest logged hour in that expertise assignment.

Temporary assigned employees who work in excess of twenty (20) consecutive work days at a new work site will be entered in the overtime rotation at the new site one (1) hour above the highest logged hour at this site less expertise hours. Immediately upon the return to their original assignment, the employee will be placed on that building's overtime rotation in the same manner as above.

ARTICLE 52

Overtime

TIME AND ONE-HALF WILL BE PAID AS FOLLOWS:

52.1

Full time employees will normally work a regular eight (8) hour shift. Any hours worked in excess of their regular eight (8) hour shift, within a 24 hour period, including schedule, will be paid at the rate of time and one-half based on their standard

hourly rate on quarter hour increments. This article shall apply only to full time employees.

52.2

Double-time will be paid for Holidays and Sundays based on standard hourly rate except when a shift starts on Saturday and continues into Sunday, provided that hours in excess of eight (8) per day or forty (40) per week on such shift will be paid at time and one-half.

52.3

Time and a half will be paid for the sixth day and double time for the seventh day.

ARTICLE 53
Uniforms

53.1

A minimum of three (3) uniforms will be provided per year to each employee. If s/he doesn't want such a uniform s/he will wear a clothing color combination of light blue and dark blue. The light blue must be a buttoned shirt and/or blouse or a smock, and the dark blue must be long pants or slacks. In addition, all employees in these groups must wear the uniforms or clothing color combination during working hours.

For those employees who do not wear the Board provided uniform, the employee has two choices: S/he may receive an \$85 stipend added to one of his/her paychecks during the month of September; OR s/he may be reimbursed up to \$85 per fiscal year for custodial/warehouse clothing personally purchased after the Board is provided itemized receipts for such purchases. These employees also agree that the clothing will be neat, clean and of such a nature that it will not be a safety hazard or disruptive to the normal school operations.

It is agreed that the employee will be responsible for the upkeep and maintenance of all uniforms or other clothing provided through a clothing stipend. In addition, all union employees will wear identification badges supplied to them by the Board if so directed.

ARTICLE 54
Vacation Eligibility

54.1

Vacation or payment in lieu of: Employees who are entitled to a fourth (4th) week and/or 5th week of vacation may receive payment

in lieu of vacation for that period, if at the discretion of the employer the vacation cannot be granted. These employees will be notified within ten (10) days of their request for the fourth/fifth (4/5) week of vacation, whether it will be granted in the form of vacation or in payment in lieu of vacation. The employer will consider the employee's request.

ARTICLE 55 Vacation Periods

55.1

Each twelve (12) month employee will be given a form on or before the first Monday of April each year. This form will contain the following:

- 1) Employee's name.
- 2) Number of vacation days for following fiscal year
- 3) Spaces for employee to fill in for requested vacation period(s).

Each employee must submit this form to the building principal by the last Monday in April or sooner. After review and consideration the building principal will forward the form(s) to the Operations Supervisor. All vacation request forms must be submitted to the Operations Supervisor no later than the second Monday in May. The Operations Supervisor will notify employees no later than the first Monday of June as to whether their requested vacation times are granted. A copy of this form will be returned to the building principal. Changes or deviations from an approved request must be reviewed by the building principal.

No employee, because of seniority, will be given preference over an employee who has been granted vacation(s) following the above procedure.

Building principals may block out up to four (4) weeks per year (two (2) weeks in split assignments) which prohibit an employee from taking his/her vacation during specific time periods. These blocks must be in five (5) day increments of Monday through Friday. No more than two (2) five (5) day periods may be blocked out consecutively.

Employees will be allowed to use their personal business days in conjunction with their earned vacation days if they so request, in writing, prior to their approved vacation days. This is the sole exception to Article 37.3.

Vacations will be granted at such times during the year as are suitable, considering the employee and efficient operation of the department concerned. In the event it is necessary to limit the

number of employees who have applied, after the last Monday of April for the same vacation period the senior employee(s) will be given preference.

55.2

Vacations will be taken in blocks of five (5) consecutive work days. If the employee had less than five (5) vacation days to be used, they may be taken in consecutive days. Deviation from the above will be allowed with administrative approval, providing such scheduling does not drastically interfere with the operation of the school district.

55.3

When a holiday is observed by the Employer on a day other than Saturday during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

55.4

A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each fiscal year.

55.5

A vacation may not be waived by an employee and extra pay received for work during that period. An individual may petition for deviation from the above restrictions; union representative may be requested at such a hearing.

55.6

If an employee becomes incapacitated immediately prior to vacation or during the first two (2) days of his/her vacation and is hospitalized under the care of a duly licensed physician, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, s/he will be awarded payment in lieu of vacation.

ARTICLE 56
Classifications

56.1

Class "A" - Buildings having over 200,000 square feet.
High School-Head Custodian--C-10
Evening/Night Leader--C-8

Class "B" - Buildings having from 100,000 to 200,000 square feet.
Middle School Head Custodian -C-9

Class "B-1" - Buildings having from 100,000 to 200,000 square feet, Middle School Head Custodian C-10L

Class "C" - Building having from 60,001 to 100,000 square feet. Head Custodian--C-7

Class "D" - Buildings having from 30,001 to 60,000 square feet. Head Custodian--C-6

Class "E" - Buildings having from 20,001 to 30,000 square feet. Head Custodian--C-5

Buildings having less than 20,000 square feet would not require a head custodian. They would be serviced by a day custodian or a head custodian from another building.

56.2 Classifications within the Custodian Group

C-1	Regular Custodian
C-1P	Afternoon Custodian/Pool Response
C-1PS	Afternoon Custodian/Pool Response/Security Response
C-1S	Regular Custodian/Security Response
C-2	Middle School Shift Leader
C-3	Assistant Head Custodian
C-4	High School Shift Leader
C-5	Head Custodian - Class "E" Building
C-6	Head Custodian - Class "D" Building
C-7	Head Custodian - Class "C" Building
C-8	Evening/Night High School Shift Leader
C-9	Head Custodian - Class "B" Building
C-10	Head Custodian - Class "A" Building
C-10L	Head Custodian - Class B-1 Building
S-1	Pool Operator/Custodian
S-2	Groundskeeper/Custodian
S-2H	High School Groundskeeper/Custodian
S-3	Utility Person/Custodian

56.3 Classifications Within the Warehouse Group

W-1	Chief Warehouse Clerk
W-2	Warehouse Clerk

ARTICLE 57
Salary Schedule

CUSTODIANS

1996-97 Salary Schedule

<u>Classification</u>	<u>Probationary</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
C-1	\$13.22	\$13.62	\$14.27	\$14.66	\$15.39
C-1S		\$13.87	\$14.52	\$14.90	\$15.66
C-1P		\$13.99	\$14.63	\$15.02	\$15.74
C-1PS		\$14.17	\$14.82	\$15.20	\$15.96
C-2		\$14.11	\$14.75	\$15.13	\$15.85
C-3		\$14.11	\$14.75	\$15.13	\$15.85
C-4		\$14.27	\$14.91	\$15.28	\$16.06
C-5		\$14.41	\$15.08	\$15.46	\$16.21
C-6		\$14.60	\$15.23	\$15.62	\$16.39
C-7		\$14.80	\$15.42	\$15.84	\$16.61
C-8		\$14.80	\$15.42	\$15.84	\$16.61
C-9		\$15.01	\$15.66	\$16.02	\$16.80
C-10		\$15.32	\$15.95	\$16.34	\$17.11
C-10L		\$15.32	\$15.95	\$16.34	\$17.11
S-1		\$14.41	\$15.05	\$15.43	\$16.15
S-2		\$14.11	\$14.75	\$15.13	\$15.85
S-2H		\$14.41	\$15.05	\$15.43	\$16.15
S-3		\$14.60	\$15.23	\$15.62	\$16.39

1997-98 Salary Schedule

<u>Classification</u>	<u>Probationary</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
C-1	\$13.48	\$13.89	\$14.56	\$14.95	\$15.70
C-1S		\$14.15	\$14.81	\$15.20	\$15.97
C-1P		\$14.27	\$14.92	\$15.32	\$16.05
C-1PS		\$14.45	\$15.12	\$15.50	\$16.28
C-2		\$14.39	\$15.05	\$15.43	\$16.17
C-3		\$14.39	\$15.05	\$15.43	\$16.17
C-4		\$14.56	\$15.21	\$15.59	\$16.38
C-5		\$14.70	\$15.38	\$15.77	\$16.53
C-6		\$14.89	\$15.53	\$15.93	\$16.72
C-7		\$15.10	\$15.73	\$16.16	\$16.94
C-8		\$15.10	\$15.73	\$16.16	\$16.94
C-9		\$15.31	\$15.97	\$16.34	\$17.14
C-10		\$15.63	\$16.27	\$16.67	\$17.45
C-10L		\$15.63	\$16.27	\$16.67	\$17.45
S-1		\$14.70	\$15.35	\$15.74	\$16.47
S-2		\$14.39	\$15.05	\$15.43	\$16.17
S-2H		\$14.70	\$15.35	\$15.74	\$16.47
S-3		\$14.89	\$15.53	\$15.93	\$16.72

1998-99 Salary Schedule

<u>Classification</u>	<u>Probationary</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
C-1	\$13.48	\$13.89	\$14.56	\$14.95	\$15.70
C-1S		\$14.15	\$14.81	\$15.20	\$15.97
C-1P		\$14.27	\$14.92	\$15.32	\$16.05
C-1PS		\$14.45	\$15.12	\$15.50	\$16.28
C-2		\$14.39	\$15.05	\$15.43	\$16.17
C-3		\$14.39	\$15.05	\$15.43	\$16.17
C-4		\$14.56	\$15.21	\$15.59	\$16.38
C-5		\$14.70	\$15.38	\$15.77	\$16.53
C-6		\$14.89	\$15.53	\$15.93	\$16.72
C-7		\$15.10	\$15.73	\$16.16	\$16.94
C-8		\$15.10	\$15.73	\$16.16	\$16.94
C-9		\$15.31	\$15.97	\$16.34	\$17.14
C-10		\$15.63	\$16.27	\$16.67	\$17.45
C-10L		\$15.63	\$16.27	\$16.67	\$17.45
S-1		\$14.70	\$15.35	\$15.74	\$16.47
S-2		\$14.39	\$15.05	\$15.43	\$16.17
S-2H		\$14.70	\$15.35	\$15.74	\$16.47
S-3		\$14.89	\$15.53	\$15.93	\$16.72

Shift Premium: When required to work 2nd shift--\$0.05 per hour additional
When required to work 3rd shift--\$0.10 per hour additional

WAREHOUSE

1996-97 Salary Schedule

<u>Classification</u>	<u>Probationary</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
W-1	\$14.92	\$15.32	\$15.95	\$16.34	\$17.11
W-2	\$14.03	\$14.41	\$15.08	\$15.46	\$16.21

1997-98 Salary Schedule

<u>Classification</u>	<u>Probationary</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
W-1	\$15.22	\$15.63	\$16.27	\$16.67	\$17.45
W-2	\$14.31	\$14.70	\$15.38	\$15.77	\$16.53

1998-99 Salary Schedule

<u>Classification</u>	<u>Probationary</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
W-1	\$15.22	\$15.63	\$16.27	\$16.67	\$17.45
W-2	\$14.31	\$14.70	\$15.38	\$15.77	\$16.53

FOOD SERVICES AND STUDENT MONITOR DIVISION

ARTICLE 58
Seniority-Non-Probationary Employees

58.1

Seniority shall be on a group basis as defined in Article 5.

58.2

Seniority is the guide rule for the purpose of job security which applies in the following categories:

- o Vacation
- o Transfer (within a classification)
- o Downgrade (to a permanent position held before)
- o (Exception: Cafeteria per Article 61.2)
- o Promotion
- o Overtime
- o Layoff
- o Reduction in Force

58.3

Seniority is an employee's guarantee that he or she will have full employment as long as feasible as compensation for his/her years of devoted services.

58.4

Persons returning to Local 1483 who have prior seniority in the Local shall enter at the lowest hourly open position not applied for by a member of the Local when posted. This action shall not displace a member of Local 1483.

58.4.1

Local 1483 seniority will be frozen in the original group, and will proceed from date of return, if applicable.

58.4.2

The employee will have seventy (70) working days to determine whether or not to remain in that position. If the employee should decide not to remain in that position s/he shall revert back to the position s/he left without loss of seniority and at his/her prior pay rate. If the position s/he left is not available s/he will be placed on special assignment until a position of like nature becomes available. At no time will the employee lose time or pay because of his/her decision to return.

The employer, during seventy (70) day working period, has the right to evaluate the employee and after showing just cause, reassign the employee back to his/her prior pay rate and

classification or assign the employee special duty in his/her group until a position of like nature becomes available.

58.5

Persons returning to the Food Service or Student Monitor group from Management will be placed at the lowest hourly level. Using their frozen union seniority, they may then promote to an open position (higher time assignment) when an open position becomes available.

58.6

Entering employees into the Food Services or Student Monitor groups with Local 1483 or district seniority will have their seniority frozen in their original group and will establish new group seniority from date of entry.

ARTICLE 59
Temporary Vacancies

59.1

FOOD SERVICES ONLY: Where management has prior knowledge of a temporary vacancy to exceed FIVE (5) days due to reasons not requiring Board action, the more senior employee within the building shall be offered an opportunity to fill said position on the first day of the employee's absence.

The employee who worked in the temporary assignment shall be returned to his/her former position upon the return of the employee s/he had temporarily replaced or the temporary vacancy is filled by Cabinet action.

59.2

Food Service employees in a temporary assignment will not be charged on the extra work sheet.

59.3

All vacancies approved for placement by the Cabinet for which bargaining unit members apply shall be filled the day following Cabinet action.

ARTICLE 60
Transfer

60.1

The word "transfer" will be defined as a permanent position change within a classification or time assignment.

60.1.1

The term "time assignment preference" shall mean a permanent position change within a classification to achieve a desired building.

60.2

Sections 60.1, 60.1.1, and 61.1 will be considered employee initiated movements or for future reference E.I.M..

60.3

Permanent transfers of the work force will be done for just cause. Any and all employees to be transferred will be notified by the employer in writing the reason for such action. Where an employee feels aggrieved by such action, a special conference will be held. If a satisfactory agreement is not reached, the grievance will begin at Step 2 of the grievance procedure.

60.4

E.I.M. requests may be initiated by any employee within Food Services and Student Monitor Groups. The senior qualified E.I.M. applicant will be offered the open position first and so on by seniority. Any E.I.M. that is successful will bind the employee in that position for one year. Any management related movement will not be held to the restriction, (i.e. promotion, transfer, new hire, recall, demotion, etc.)

60.5

If an employee initiates an E.I.M. request without specifying a particular building, and is offered one and refuses, it will count as a successful E.I.M..

60.6

All E.I.M. requests are to be filled within five (5) working days of the closing date of the posting.

60.7

No E.I.M. will be honored for new hires or persons coming into a new classification before completing their probationary period. Exceptions must be approved by management.

60.8

No employee will be discriminated against because of an E.I.M. or request for same. Any E.I.M. can be withdrawn at any time.

60.9

Transfer requests shall remain on file for a period of up to one (1) year. All transfer requests expire on June 30 annually. Employees wishing transfers the following year must complete new requests. Employees may submit as many requests as desired.

ARTICLE 61
Downgrade

61.1

The term "downgrade" shall mean a permanent position change within this division to a lower rated classification, lower pay rate, or lesser time assignment, after classification transfers have been completed.

61.2

Employees downgrading for reasons of financial cause (i.e., social security) shall not be held to the restrictions in 60.4 and 61.1.

ARTICLE 62
Promotions

62.1

The term "promotion" shall mean a permanent position change to a higher rated classification, higher pay rate, or higher time assignment within an employee's group as defined in Article 5.1.

For both layoff and promotion the Food Services classifications for Food Services will be:

- o F-1 Cafeteria Leader/High School
- o F-7 Cafeteria Leader/Middle School
- o F-5 Assistant Leader/High School
- o F-6 Assistant Leader/Middle School
- o F-2 Secondary Cafeteria
- o F-3 Elementary Food Handler
- o F-4 Elementary Money Handler

Classifications within the Student Monitor Group will be:

- o SM-1 Student Monitor

62.2

The senior applicant shall be given a trial period of twenty (20) working days minimum to seventy (70) working days maximum to demonstrate his/her ability to perform the job. This shall not prevent the employer from disqualifying any applicant prior to or during the trial period when the lack of ability is obvious. Management may conduct an interview to help establish the job competency of the applicants. The applicant may request that a Union representative be in attendance during the interview process. Interviews will be for re-classification purposes only.

62.2.1

When an employee changes to a new classification within Food Services s/he shall be placed on the same step of the new position salary scale as the step they were on in their previous classification.

62.3

When a job vacancy is posted by the Employee Services Office, it will be posted within ten (10) days of the official vacancy occurrence. The posting shall remain for ten (10) working days in a conspicuous place in each building, with a copy on the Union Bulletin Board. Employees interested shall apply within the open posting period to the Employee Services Office. All vacancies will be filled by School Board action.

62.4

If the employee is unsatisfactory in the new position, notice and reason will be submitted to the employee in writing, with a copy to the Union. If these reasons are not satisfactory to the employee this is then subject to the grievance procedure.

Should the position still be open from which the employee came, s/he shall be returned to the same position s/he held prior to the new placement with no loss of seniority. S/he shall be placed back into the previously held position without the position being posted.

If the former position is not open, the employee shall revert back to his/her prior rate and classification from which s/he came, and may be assigned special duty in his/her group until a position of like classification becomes available. When an opening occurs the same as the one s/he held prior to the new placement, s/he shall be placed in that position without the position being posted.

62.5

In the event the senior applicant is denied the position posted, reasons for denial shall be given in writing to such employee. If the reasons are unsatisfactory to the employee, s/he may request an interview with the person who has written the reasons for denial, to review the points in contention. If the outcome of this meeting is not satisfactory to the employee, the matter may be subject to the grievance procedure.

62.6

Any job posting that would be subject to transfers through Article 60 would be filled after all proper transfers take place.

ARTICLE 63
Working Hours, Shift Premium Hours

63.1

Unless otherwise specified the work day(s) will mean regular scheduled working days.

63.2

REGULAR HOURS: Regular hours of work for food service employees shall be between 6:30 a.m. and 3:00 p.m. Hours worked outside of these shall be deemed "special assignment" time (Exceptions would be Saturday and Sunday)

The second shift student monitor will receive applicable shift premium.

The terms used in food services to define time worked beyond the regular assignment time will be:

- 1) Overtime: Saturday, Sunday and over 8 hours in a single work day.
- 2) Special Assignment: Hours worked outside the normal work day excluding those listed under overtime.
- 3) Extra Work: Working beyond the regular assigned time on a normal work day.
- 4) Summer Positions: Handled as "extra assignment" time. These positions shall be granted to employees of the affected building first and then by seniority and expertise to applicants throughout the District. This will apply to employees desiring summer substitute work.

63.3

Food Service employee(s) shall be present whenever equipment, supplies and/or cleanliness of a school kitchen is involved with any group or organization. A kitchen use form shall be submitted and the Director of Food Services shall deem the necessity for employee assignment. Extra and/or overtime hours will be offered by building first, then district.

63.4

When a substitute is called to replace an absent employee, s/he shall be limited to a maximum of two (2) hours in the secondary classification. If an F-1 or F-7 is absent and it is deemed necessary, two (2) two (2) hour substitutes may be used. Elementary classification shall work time assignment as necessary.

63.5

Elementary food service standard work schedules will be developed annually on a building by building basis reflecting each building's unique needs.

Elementary food service programs will be determined based on such considerations as average number of meals served, number and length of meal periods, and types of services (i.e., eating in classrooms vs. eating in gym, cafeteria, meals transported to classrooms, cafeteria money availability, money collection, etc.)

Tentative work schedules will be provided to each employee in June of the previous school year.

Management agrees to two (2) Union representatives reviewing the assignments before the assignments are provided to the employees.

Elementary Money Handlers will be scheduled to work a minimum of two (2) hours per day and elementary food handlers will be scheduled to work a minimum of two and one half hours per day.

63.6

Work schedules showing the employee's time assignment hours shall be posted on all union bulletin boards. Management may temporarily transfer an employee from one building to another for a period not to exceed 45 days. The employee's hours will not be affected by such a move. The Union will be consulted along with employee prior to the actual move. An employee performing work at a different classification from his/her normal assignment shall receive the higher rate in his/her step in the classification pay rate for such assignment.

63.7

All employees are expected to be at their regularly assigned working stations at their scheduled starting times.

63.8

An employee will not be required to use his/her vehicle while performing his/her job.

63.9

Food Service employees assigned or working four (4) hours or more shall be entitled to a fifteen (15) minute break.

63.10

Employees will be permitted sufficient time prior to the conclusion of the work day to wash up as determined by the work schedule.

63.11

Employees shall be guaranteed at least two (2) hours for call-in at the appropriate prevailing rate.

63.12

Overtime hours are to be rotated and equalized in the building, then the district.

If an employee refuses Saturday or Sunday s/he shall be charged for the hours refused and will not be asked again for the Saturday or Sunday.

Saturday overtime shall be assigned first. After all Saturday overtime has been assigned, the Sunday overtime will be assigned by continuing down the same original lists. If all Sunday assignments have not been filled when the list is completed, then the list will be started over, asking only those persons who have accepted Saturday assignments.

Employees who wish to refuse overtime until further notice must sign an Extended Overtime Refusal Form.

63.13

Overtime rotation shall be recorded July 1 through June 30 each year.

Employees who transfer and are assigned to a new work site or become qualified for expertise assignments shall be entered in the overtime rotation one (1) hour above the highest logged hours.

63.14

When a food services employee is required to take a class outside his/her normal working day, s/he shall be paid his/her hourly wage for time spent in class. There will be no loss of wages if classes are scheduled during working hours.

63.15

It is the Board's intent that traditional bargaining unit work shall generally be performed by the food services department members providing proper equipment and expertise is available within the district. The Board shall retain the right to make the final determination.

63.16

Personal business days, sick days, holidays, and any paid days off will be paid based on the employee's daily breakfast and lunch total standard hours.

ARTICLE 64
Overtime

TIME AND ONE-HALF WILL BE PAID AS FOLLOWS:

64.1

Food Service and Student Monitor employees will be paid time and one-half only after they have worked in excess of eight (8) hours in the same work day, Monday through Friday. Saturday's rate will be time and one-half. Sunday and holiday work will be at double time.

64.2

Time and a half will be paid for the sixth day and double time for the seventh day.

ARTICLE 65
Uniforms

65.1

A post purchase reimbursement for clothing of up to seventy (\$70) dollars per employee per fiscal year for Secondary Food Service and Student Monitor workers is provided for uniforms. Secondary Food Service and Student Monitor workers may purchase "duty" shoes through this post purchase reimbursement.

A post purchase reimbursement for smocks of up to twenty-five (\$25) dollars per employee per fiscal year for Elementary Food Handlers will be provided, or Management may provide smocks in lieu of reimbursement.

It is agreed that the employee will be responsible for the upkeep and maintenance of all uniforms or other clothing provided through a clothing post purchase reimbursement. All Union employees will wear identification badges supplied by the district.

ARTICLE 66
Vacation Eligibility

66.1

Regularly scheduled part-time employees will accumulate paid vacation time in lieu of time off.

The vacation payout will be computed in the following manner:

STEP 1 - Actual daily hours worked including sick day and personal business days from July 1 through June 30 of any contract year will be determined.

STEP 2 - The number of hours, from step 1, will be divided by the total days used to determine the hours in step 1. The resulting quotient (rounded to the nearest hundredth) will be the adjusted daily time (A.D.T.).

STEP 3 - The adjusted daily time determined in step 2 will be multiplied by the scale in Article 45.1, times the employee's current hourly rate as of June 30th.

STEP 4 - Summer work hours and days will not be included in this computation.

66.2

Accumulated vacation pay shall be paid all regularly employed part-time non-instructional employees at the end of the year when vacation benefits are earned. In event of termination prior to the end of the year, earned vacation benefits shall be paid on the final paycheck or the following pay period.

66.3

Vacation pay shall be issued after July 1, but prior to July 31. The Vacation check will be issued on a regular district payroll day.

Article 67 Classifications

67.1 Classifications Within The Food Services Group:

- F-1 Cafeteria Leader/High School
- F-7 Cafeteria Leader/Middle School
- F-5 Assistant Leader/High School
- F-6 Assistant Leader/Middle School
- F-2 Secondary Cafeteria
- F-3 Elementary Food Handler
- F-4 Elementary Money Handler

67.2 Classifications Within the Student Monitor Group:

- SM-1 Student Monitor

ARTICLE 68
Salary Schedule

FOOD SERVICES

1996-97 Salary Schedule

<u>Classification</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
F-1 HS Leader					\$13.81
F-7 MS Leader					\$13.76
F-5 Asst HS Leader			\$12.76	\$12.90	\$13.30
F-6 Asst MS Leader			\$12.69	\$12.85	\$13.25
F-2 Kitchen Helper	\$11.76	\$11.90	\$12.29	\$12.51	\$12.89
F-3 Food Handler	\$11.34	\$11.47	\$11.86	\$12.34	
F-4 Money Handler	\$9.84	\$10.09	\$10.34	\$11.05	

1997-98 Salary Schedule

<u>Classifications</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
F-1 HS Leader					\$14.09
F-7 MS Leader					\$14.04
F-5 Asst HS Leader			\$13.02	\$13.16	\$13.57
F-6 Asst MS Leader			\$12.94	\$13.11	\$13.52
F-2 Kitchen Helper	\$12.00	\$12.14	\$12.54	\$12.76	\$13.15
F-3 Food Handler	\$11.57	\$11.70	\$12.10	\$12.59	
F-4 Money Handler	\$10.04	\$10.29	\$10.55	\$11.27	

1998-99 Salary Schedule

<u>Classifications</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
F-1 HS Leader					\$14.09
F-7 MS Leader					\$14.04
F-5 Asst HS Leader			\$13.02	\$13.16	\$13.57
F-6 Asst MS Leader			\$12.94	\$13.11	\$13.52
F-2 Kitchen Helper	\$12.00	\$12.14	\$12.54	\$12.76	\$13.15
F-3 Food Handler	\$11.57	\$11.70	\$12.10	\$12.59	
F-4 Money Handler	\$10.04	\$10.29	\$10.55	\$11.27	

5 cents hourly premium will be paid for special evening assignments

25 cents hourly premium will be paid an elementary employee while performing as a trainer.

STUDENT MONITOR

1996-97 Salary Schedule

<u>Classification</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
SM-1	\$11.34	\$11.47	\$11.86	\$12.33

1997-98 Salary Schedule

<u>Classifications</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
SM-1	\$11.57	\$11.70	\$12.10	\$12.58

1998-99 Salary Schedule

<u>Classifications</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
SM-1	\$11.57	\$11.70	\$12.10	\$12.58

5 cents per hour additional premium for employees on second shift

ARTICLE 69
Vacation Pay Worksheet

69.1

1. _____ Hours from step 1 Divided by _____ Days used in
step 1 = _____ A.D.T.

2. _____ (A.D.T.) x _____ (Vacation pay credit) x
_____ (Hourly rate) = _____ (Vacation pay)

TOTALS: Vacation Pay _____

NOTE: A copy of this worksheet should be given to each employee receiving these adjustments.

TRANSPORTATION DIVISION

Bus Driver and Bus Aide Groups

ARTICLE 70

Seniority-Non-Probationary Employees

70.1

Seniority shall be on a group basis as defined in Article 5.

70.2

Seniority is the guide rule for the purpose of job security which applies in the following categories:

- o Vacation
- o Temporary Block Assignment
- o Permanent Vacancy Procedure
- o Downgrade
- o Overtime
- o Layoff
- o Reduction in Force
- o Route Preference/Block Bumping

70.3

Seniority is an employee's guarantee that he or she will have full employment as long as feasible as compensation for his/her years of devoted services.

70.4

Persons returning to Local 1483 who have prior seniority in the Local shall enter at the lowest open position not applied for by a member of the Local when posted. This action shall not displace a member of Local 1483.

70.4.1

Local 1483 seniority will be frozen in the original group, and will proceed from date of return, if applicable.

70.4.2

The employee will have seventy (70) working days to determine whether or not to remain in that position. If the employee should decide not to remain in that position s/he shall revert back to position s/he left without loss of seniority and at his/her prior pay rate. If the position s/he left is not available s/he will be placed on special assignment until a position of like nature becomes available. At no time will the employee lose time or pay because of his/her decision to return.

The employer, during seventy (70) day working period, has the right to evaluate the employee and, after showing just cause,

reassign the employee back to his/her prior pay rate and classification or assign the employee special duty in his/her group until a position of like nature becomes available.

70.5

Persons leaving the Union for a managerial position shall retain their accumulated seniority as a union member and be permitted to return to the unit with their accumulated seniority as in 70.5.1.

70.5.1

Persons returning to the Transportation department from Management will be placed in the lowest open position within the group, if available. If no open position is available, s/he shall be used as a substitute driver/aide until an open position becomes available, at which time, s/he will be placed using his/her frozen union seniority. This procedure shall be in accordance with the transportation permanent vacancy procedure.

ARTICLE 71

Transfer

EMPLOYEE MOVEMENT, PROMOTION, DOWNGRADE, REASSIGNMENT AND TRAINING

71.1

Movement will be defined as a permanent position change among the covered classifications.

71.2

The term "downgrade" by an employee shall mean a permanent position change to a lower rated classification or lower pay rate, and shall be subject to the procedure set forth in this Article.

If requested, any current transportation employee shall be given the opportunity to downgrade within the division. The employee shall be required to notify his/her immediate supervisor and Employee Services of his/her request to downgrade. After receiving notification of the request, the seniored employee shall be placed in the first open position within the classification to which the seniored employee has requested to downgrade.

71.3

The senior applicant shall be given a trial period of twenty (20) working days minimum to seventy (70) working days maximum to demonstrate his/her ability to perform the job. This shall not prevent the employer from disqualifying any applicant prior to or during the trial period when the lack of ability is obvious. Management may conduct an interview to help establish the job competency of the applicants. The applicant may request that a union representative be in attendance during the interview process. Interviews will be for reclassification purposes only.

During this time period, the seniored applicant's position shall be filled as a temporary vacancy.

71.4

If the employee is unsatisfactory in the new position, notice and reason will be to the employee, in writing, with a copy to the Union. If these reasons are not satisfactory to the employee this is then subject to the grievance procedure. S/he shall be returned to the same position s/he held prior to the new placement, with no loss of seniority. S/he shall be placed back into the previously held position with the position being posted.

Employees accepting a new position, in their current division, shall be placed on the same step in the new position as s/he held in the previous position.

71.5

Permanent reassignments of the work force will be done for just cause. Any and all employees to be reassigned will be notified by the employer, in writing, the reason for such action. Where an employee feels aggrieved by such action, a special conference will be held. If a satisfactory agreement is not reached, the grievance will begin at Step 2 of the grievance procedure.

71.6

All transportation employees shall appear on a single seniority list. The single seniority list shall be used for the following:

- a) Bidding for routes
- b) Summer work
- c) Field trips
- d) Extra Work
- e) Holiday Work
- f) Layoff

Those persons identified on the seniority list as a transportation aides hired prior to November 30, 1991, will have first bumping rights to identified aide positions. A position will be considered that of an aide if the majority of the time involved will be in aide related duties. Employee compensation shall be according to the classification entered into during the assignment process.

Transportation employees who are receiving fringe benefits currently under either Article 38.1.1 or because their previous assignment was 25 or more hours will continue to receive benefits.

Persons hired into the Transportation Division after August 1, 1995, must remain at or above twenty-five (25) standard hours to maintain their benefits as outlined in Article 38.

ARTICLE 72
Working Hours, Shift Premium Hours

72.1

Unless otherwise specified the work day(s) will mean regular scheduled working days.

72.2

The work week shall consist of five (5) consecutive days, Monday through Friday. Past practice for Transportation Department.

72.3

An employee performing work in a different classification from his/her normal assignment shall receive the higher rate in his/her step in the classification pay rate for such assignment.

72.4

All employees are to be at their regularly assigned working stations at their scheduled starting times.

72.5

An employee will not be required to use his/her vehicle while performing his/her job.

72.6

Employees will be permitted sufficient time to wash up as determined by the work schedule.

ARTICLE 73
Overtime

73.1 TIME AND ONE-HALF WILL BE PAID AS FOLLOWS:

Employees will be paid time and one-half only after they have worked in excess of eight (8) hours during the same work day, Monday through Friday. Saturday's rate will be time and one-half. Sunday and Holiday work will be at double time.

ARTICLE 74
Uniforms

74.1

Each employee will receive a jacket or sweater. The type, style, color and information on each jacket or sweater shall be determined jointly by the Transportation Steward, Director of transportation, and one (1) additional member each from AFSCME and Management. The selection process shall begin on March 1st.

All transportation employees will wear identification badges supplied to them by the district.

ARTICLE 75
Vacation Eligibility

75.1

Regularly scheduled employees will accumulate paid vacation time in lieu of time off.

The vacation payout will be computed in the following manner:

STEP 1 - Actual daily hours worked including trip time, sick and personal business days (excluding overtime hours, and time worked on non-school days in the district calendar) from July 1 through June 30 of any contract year will be determined.

STEP 2 - The number of hours, from step 1 will be divided by the total days used to determine the hours in step 1. The resulting quotient (rounded to the nearest hundredth) will be the adjusted daily time (A.D.T.).

STEP 3 - The adjusted daily time determined in step 2 will be multiplied by the scale in Article 45.1, times the employee's current hourly rate as of June 30th.

STEP 4 - Summer work hours and days will not be included in this computation.

75.2

Accumulated vacation pay shall be paid all employees at the end of the year when vacation benefits are earned. In event of termination prior to the end of the year, earned vacation benefits shall be paid on the final paycheck or the following pay period.

The computation and payment of trip hours as it relates to vacation pay in the AFSCME Contract will be processed at the close of the school year in a lump sum payment. It will be computed based upon the procedure set forth in Article 76.1

75.3

Vacation pay shall be issued after July 1, but prior to July 31. The vacation check will be issued on a regular district payroll day.

ARTICLE 76
Vacation Pay Worksheet

76.1

1. _____ Hours from step 1 Divided by _____ Days used in step
1 = _____ A.D.T.

2. _____ (A.D.T.) x _____ (Vacation pay credit) x
_____ (Hourly rate) = _____ (Vacation pay)

TOTALS: Vacation Pay _____

NOTE: A copy of this worksheet should be given to each employee receiving these adjustments.

ARTICLE 77
Classifications

77.1 Classifications Within The Transportation Group

A-1 Aides
D-1 Bus Driver
D-2 Driver of a bus that carries one (1) wheelchair,
gunnel, or orthokenetic chair.
T-1 Bus Driver Trainer

ARTICLE 78
Salary Schedule

TRANSPORTATION

1996-97 Salary Schedule

<u>Classifications</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
D-1 Regular Driver	\$13.22	\$13.62	\$14.27	\$14.66	\$15.39
D-2 Spec Ed Driver			\$14.54	\$14.92	\$15.67
A-1 Transportation Aide	\$10.20	\$10.42	\$10.61	\$10.82	\$11.29

1997-98 Salary Schedule

<u>Classifications</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
D-1 Regular Driver	\$13.48	\$13.89	\$14.56	\$14.95	\$15.70
D-2 Spec Ed Driver			\$14.83	\$15.22	\$15.98
A-1 Transportation Aide	\$10.40	\$10.63	\$10.82	\$11.04	\$11.52

1998-99 Salary Schedule

<u>Classifications</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
D-1 Regular Driver	\$13.48	\$13.89	\$14.56	\$14.95	\$15.70
D-2 Spec Ed Driver			\$14.83	\$15.22	\$15.98
A-1 Transportation Aide	\$10.40	\$10.63	\$10.82	\$11.04	\$11.52

T-1 Driver Trainers will be paid an additional 25 cents per hour.

ARTICLE 79
GENERAL PROVISIONS

79.1 TRIPS

In the classification of bus drivers, trip hours shall be rotated and equalized. A chart showing trip hours only, shall be posted in a prominent place. This chart will be updated on a daily basis and the hours charged will be in terms of hours paid rather than actual hours worked. Bus drivers and aides who desire to take trips shall sign up no later than thirty (30) days after the school year begins. Trips shall be offered to regularly employed drivers and/or aides (one who has completed 70 working days probation, if applicable).

At the start of the school year, drivers who have signed up for field trips will be assigned trips in continuous rotation by seniority. When the last driver on the list has been assigned one (1) trip, then trips shall be assigned according to the highest seniored driver with the lowest hours (zero hours count as low hours), in continuous rotation.

AIDES TRIPS

Beginning at the start of each school year, the aides who have signed up for field trips will be assigned trips in continuous rotation by seniority.

Newly hired or transferred bus drivers shall begin at a point on the trip chart one (1) hour beyond the highest trip drivers charged hours. All drivers shall revert to zero hours at the end of regular school year and at the end of summer school.

Whenever a driver and/or aide is posted for a trip at the same time as their noon run, they may decline and be charged for hours paid, or accept and have their regular noon run covered. The only time overlapping of route time/trip time shall be allowed to occur is when you are already in route and are able to get to the school at the posted time.

Trips will be posted two (2) days prior to the day of the trip by 10:00 a.m. as listed below:

Monday: Wednesday trips posted (Based on Friday, Saturday, Sunday hours)

Tuesday: Thursday trips posted (Based on Monday hours)

Wednesday: Friday trips posted (Based on Tuesday hours)

Thursday: Saturday, Sunday, Monday trips posted (Based on Wednesday hours)

Friday: Tuesday trips posted (Based on Thursday hours)

Late postings will be assigned to the next driver in rotation for trips.

Drivers and/or aides are required to sign or initial the trip sheet to acknowledge their acceptance or rejection of the trip assignment by the end of the a.m. run of the day following the posting. It is the driver's and/or aide's responsibility to check the posted trips on the trip board. Trip drivers and/or aides who turn down trips or do not accept trips within the designated timelines, shall be red lined and charged all hours within their normal rotation schedule on the trip chart.

The driver will turn in trip sheets to the designated location immediately following the trip.

Time not worked because the employee did not choose to work, or was not available for any reason, will be charged the number of hours paid on the assignment, with the exception of emergency trips. The supervisor shall have the right and responsibility to assign drivers to routes and trips according to their ability, availability, seniority, past performances, and experience. If for any reason employees should wish to withdraw from the trip list, they will be unable to sign up again until the end of the school year.

Trips that have been rejected will be red lined by 10:00 a.m. one (1) day prior to the day of the trip.

Whenever possible and feasible, district owned vehicles and drivers will be used for all field trips. Allowances will be made for number of students involved, length of the trip, nature of the event, length of the event, and other considerations related to each individual trip. The decision shall be retained by management.

Regularly scheduled a.m. and p.m. routes will take priority over other optional assignments except that extra trip drivers will be considered for such trips which occur during a.m. and p.m. route hours if a sub driver is available and qualified for the a.m. and p.m. route.

Trip drivers shall be able to drive all vehicles utilized on field trips. No switching of vehicles will be made to insure a driver a trip. The driver will be charged the hours paid on the trip if they cannot drive the assigned vehicle. Drivers must drive the assigned vehicle unless mechanical difficulties, emergencies, or the supervisor changes the assigned vehicle.

When a trip of continuous driving of more than two (2) hours, the driver and/or aide shall be allowed a fifteen (15) minute break period. When on a trip of four (4) hours or more of continuous driving, the driver/aide shall be allowed a half (1/2) hour break period. These breaks must be taken in a reasonable location, with all safety rules being observed and time schedules kept within acceptable limits.

Drivers and/or aides who have been assigned a field trip on Saturday or a regular workday evening and said field trip is cancelled, without the driver and/or aide being notified, shall receive two (2) hours call-in pay. If the trip is cancelled on a working day and the driver and/or aide is not notified s/he will receive one (1) hour of call-in pay. If a trip is cancelled and a driver's regular run is already covered by a relief driver, the regular driver and/or aide will receive pay for the regular run.

Trip time shall be figured as follows:

Trip Time - Run Time + 1/2 Overtime = Trip Charge Time

o Noon Run is not deducted

o 1/2 Overtime where applicable

Trip Time is figured to the nearest 1/4 of an hour.

Trip drivers and/or aides who turn down trips six (6) times in a school year, on the same day as the scheduled trip, shall be removed from the trip list for the remainder of that school year.

79.2 TAKE AND RETURNS

Take and return trips will, henceforth, be assigned to a single (one) driver and aide in the same manner as regular trips (low hours).

79.3 WEEKEND TRIPS

Shall be paid a minimum of 2 hours show up time for the take and 2 hours show up on the return. Driver and/or aides who have signed up for these trips will not be eligible for the trip if they were absent any part of the regular work day before the trip and will be charged. If any driver and/or aide turns down Saturday work, they will not be eligible to work on Sunday. Emergency occurrences are subject to the grievance procedure.

79.3.1 Trip Policy Study

If the district initiates a study of transportation policies regarding trips, Local 1483, AFSCME, will participate in such a study.

79.4 EMERGENCY TRIPS

Emergency Trips shall be defined as trips which cannot meet the posting deadlines established for trips or when the assigned driver cancels prior to the trip start time. Emergency trips

will be assigned on regular scheduled workdays (Monday through Friday) by seniority, when possible. Weekend and holiday emergencies will be assigned by "low hour" rotation. Trip time will be charged to all drivers who refused the assignment prior to its emergency designation. The emergency trip driver will also be charged the trip time involved.

79.5 OVERNIGHT TRIPS

Student overnight trips are trips where students stay overnight. Drivers and/or aides assignments for such trips will be done as for regular trip assignments unless the trip involves an overnight stay for the driver(s) and/or aide(s) in which case the overnight trip language will control. Also, the high school band summer camp trip will be assigned as a driver overnight trip. Those drivers and/or aides required to stay at an overnight trip location shall be paid a minimum of 8 hours per day. On overnight trips where some drivers and/or aides are to remain overnight and others are to return, the senior driver and/or aide may have the option of remaining or returning. Overnight trips will be posted separate from regular field trips. Drivers and/or aides shall be selected by their seniority in continuous rotation. (Applicable to this area only.) Hours will not be charged on the regular trip list. Management will give drivers and/or aides a minimum of twenty-four (24) hours to decide, if possible. Management shall provide lodging.

79.6 DEFINITIONS FOR TRANSPORTATION DEPARTMENT

REGULAR BLOCK

The regular a.m. midday and p.m. Route, or the regular a.m. and p.m. Route.

SHUTTLE

Transporting students from one instructional location to another after they have reached an original instructional location.

NOON RUN

Kindergarten, shuttle runs, or other scheduled take in/take home runs occurring at midday and on a regular basis.

EXTRA WORK

Driving and/or aiding other than regular a.m./p.m. routes, trips, or regular shuttles, (e.g., doing noon runs for a driver that is off work, shuttling buses, driving for parts, if necessary, etc.)

OVERNIGHT TRIPS

Trips where one or more drivers are scheduled to stay overnight.

LATE POSTING

A trip request received and posted after the timelines for trips on that particular day.

TRIPS

Bus runs not regularly scheduled which usually take students out of the district for educational enrichment, (e.g., field trips, athletic trips, senior citizens trips, etc.)

79.7 TEMPORARY BLOCK ASSIGNMENTS

After the initial block assignments have been determined no changes in block assignments will transpire, unless the following occurs:

1. Where management has prior knowledge or the block has been vacant for fifteen (15) working days. The high seniority driver and/or aide can apply providing their block is fifteen (15) minutes shorter than the temporarily vacated block, or the block is a higher rate of pay.
2. This total block reassignment will be accepted or denied within a total of three (3) working days unless a permanent vacancy occurs.
3. No more than five (5) reassignments will occur.
4. The position left after the fifth (5) assignment will be assigned to a sub driver.
5. When the regular driver and/or aide returns from leave all persons involved shall return to their original position.

79.8 PERMANENT VACANCY PROCEDURE

After a driver and/or aide resignation or termination the following procedure will be used to fill the vacancy:

- 1) Management will post vacancy on the board for five (5) working days.
- 2) The block of time being applied for must be at least fifteen (15) minutes longer/or a higher rate of pay than the driver's and/or aide's regular assigned block.
- 3) No more than five (5) reassignments shall be allowed to occur.
- 4) The route left after the fifth (5) reassignment shall be assigned to the new hire.
- 5) All assignments must occur within fifteen (15) working days after the vacancy.

ARTICLE 80
Summer Work Section

80.1 SIGN UP

Drivers and/or aides will sign up for summer routes and trips. Summer work shall be assigned on a voluntary basis with trips assigned to working drivers (including drivers working as aides) and aides.

80.2 ASSIGNMENTS

Route assignments shall be based upon seniority and be reassigned every two weeks. Drivers assigned as aides shall take place only after driver and/or aide routes are assigned and the list of available aides has been exhausted.

80.3 BUMPING PROCEDURE

In the summer bumping procedure, no re-bump shall occur; should a bumped for run become vacated, or a new run become vacated, or a new run become available, said run shall go to the next senioried available driver and/or aide.

Available driver and/or aide shall include a driver and/or aide whose run has been terminated prior to actual number of days bumped for.

80.4 GUARANTEED TIME

Summer route drivers and/or aides shall be guaranteed a minimum of two (2) hours in the a.m. and two (2) hours in the p.m.

80.5 APPROVED ABSENCE

Summer routes will be assigned on a two week basis. Bus drivers and/or aides may exercise their seniority rights by signing up for any available work prior to the assignment. Employees will be required to work the full two (2) weeks unless management approves the following:

Sick day
Personal business day
Absence without pay

If an employee requests and is granted an approved absence without pay for the balance of the two week period, the employee forfeits any further seniority rights to any and all route assignments for the duration of this two week period. Any absences charged prior to the approved absence without pay will remain accordingly. The only exception to this provision is when the employee has exhausted the sick bank. The vacated route will be filled voluntarily for the duration by the highest seniority driver or aide not previously assigned.

80.6 SUMMER TRIP PROCEDURE

Summer trips shall be assigned by seniority after the completion of the list of working drivers and/or aides which includes drivers working as aides. Drivers assigned to work for at least one (1) week shall be eligible for trips. Trips shall be assigned to the employee based upon the least number of trip hours.

ARTICLE 81 Adjustments

81.1

Anytime a Driver and/or Aide works in a position with a lower/higher hourly rate than their regular assignment the Driver and/or Aide will be paid at their highest rate of pay.

81.2

D-1 class bus drivers whose block assignments contain a minority time in a D-2 classification shall be paid at the D-2 rate only for that D-2 portion of their block assignment.

ARTICLE 82 Holiday Work

82.1 HOLIDAY WORK/RECESS

Drivers and aides will sign up for holiday routes and trips. Holiday work shall be assigned on a voluntary basis, and trips assigned to working drivers and aides only. Route assignments shall be based on seniority.

82.2 TRIPS

Trip assignments shall be based on seniority in continuous rotation. Drivers will be charged these hours on the regular trip chart.

82.3 SIGN UP SHEET

A separate sign-up sheet will be posted for this work. If the available working drivers cannot meet the trip assignments, management will assign this work to the non-working drivers remaining on the holiday work list by seniority in continuous rotation. This section will apply to the following holiday and recess periods:

- 1) Fourth of July
- 2) Labor Day
- 3) Thanksgiving
- 4) Christmas and New Year's
- 5) Mid-winter Recess
- 6) Easter
- 7) Memorial Day
- 8) Martin Luther King Day

ARTICLE 83
Anticipated Programs

83.1

Every effort will be made to assign the transportation department to transport students on regular bus routes for the various special programs of the district.

ARTICLE 84
Layover

84.1

When there is one hour or less between runs or trips, the employer shall pay the employee for one-half (1/2) hour, provided the actual time is greater than fifteen (15) minutes. Such time to be used to prepare the bus for the trip.

84.2

All paid layovers will require the employee to stay on the premises and maintain the bus.

ARTICLE 85
Special Ed Drivers/Aides (D-2)

85.1

Drivers and/or aides (where assigned) of mini-buses for deaf children, McGrath, Hawthorne, etc, shall be guaranteed a minimum of three (3) hours wages per day.

85.2

Special situations shall necessitate the use of aides for specific blocks (e.g. autistic). Bus Aides shall be assigned to a block, field trips, noon runs or shuttles if there is one (1) Wheelchair, Gunnel, orthokenetic chair or an autistic student involved. The supervisor will make the determination for such assignments, using the same procedure as determining driver assignments.

ARTICLE 86
Block Assignments

86.1

When possible, drivers and/or aides will be assigned the same route and noon run at the beginning of the school year that they ended the year with.

86.2 NEW WORK BEFORE BUMPING

Any new or additional assignments to blocks from the start of school to bumping shall be temporary and may be reassigned in accordance with block bumping language.

ARTICLE 87 Absence Procedure

87.1

When a driver and/or aide is absent for any reason, a sub driver and/or aide will be placed in that position to cover the am and/or pm routes and drivers and/or aides signed up for extra work will do the midday runs.

87.2

Any portion of the a.m. block after the elementary drop shall be given to a regular driver and/or aide before assigning to a substitute driver and/or aide.

87.3

Drivers/Aides are expected to notify Transportation, as early as possible, of their unavailability to work. Call ins should follow the times below:

Regular School Year - no later than 6:15 AM
Summer - no later than 6:45 AM

ARTICLE 88 Extra Work List

88.1

A sign-up sheet will be posted daily for all drivers and/or aides.

Any extra work that becomes available during the normal work day will be assigned from this list on a seniority basis in continuous rotation. To qualify daily for extra work, a driver and/or aide must daily sign this list before the start of their a.m. route.

88.2

After management has exhausted the extra work list, they will go through the list a second time (in rotation) for available regular Driver and/or Aide before assigning the work to a sub. A regular Driver and/or Aide may not be asked a second time if they refused on the first rotation.

88.3

Extra work drivers and aides may be removed from the extra work list, if they sign the extra work list and refuse the assignment six (6) times during the school year.

88.4

To establish the runs, the extra work assignments of aiding on kindergarten runs during the first week of school will be assigned to the same person for the entire week.

ARTICLE 89
New Noon Runs

89.1

Should a new noon run/shuttle become available, the driver and/or aide according to seniority and length of run, shall be allowed the first opportunity to take the run providing it does not exceed the 7-3/4 hour cap. A noon run/shuttle may be removed by Management to increase the total block time provided the increase is fifteen (15) minutes or more. The driver and/or aide can turn down a block with noon run/shuttle during block application in October/November. After block application is completed, the driver and/or aide shall be allowed one (1) additional turn down. After the second turn down, the driver and/or aide shall not be entitled to a new noon run/shuttle on a block of time. (This does not include temporary or permanent vacancy changes of block time.)

ARTICLE 90
Block Application Procedure

90.1

Drivers or aides will apply for regular blocks of time at the beginning of the school year, based on seniority. Application for block assignments shall begin thirty (30) working days after school begins, and after an additional fifteen (15) working days, the block assignments shall be completed. This procedure can be completed sooner; but not later than forty-five (45) working days after school begins. When a driver or aide applies for a block, they must apply for the entire route devised by management. This may include a block of time with an a.m., noon or midday, and p.m. route or a.m. and p.m. route.

90.2

This block application will not interfere with any language in this contract concerning a.m. and p.m. routes, noon runs, shuttles, extra work or special assignments.

90.3

As new work becomes available it will be assigned considering both the driver, seniority, and the length of the route. Management shall retain the right to keep the block from going into overtime.

90.4

When assigning A.C.T. shuttles, Management will assign the shuttle by seniority to drivers from the first school of that shuttle provided it does not conflict with the existing block or exceed the 7-3/4 hour cap.

90.5

If a block begins to run into overtime, Management will assign a portion of the block to another block. The portion of time to be deducted shall be taken only from the employee whose block has exceeded eight (8) hours, whenever possible or feasible.

90.6

In efficiently scheduling driver and/or aide routes, management will make every attempt to schedule as many as feasibly possible, full time assignments with a daily cap of seven and three fourths (7-3/4) hours.

90.7

In addition, management will encourage union input on scheduling assignments by agreeing to two (2) union representatives reviewing the assignments. Both the union and management must both agree to the union representatives.

ARTICLE 91 Sign Up Sheets

91.1

- 1) Trips for School Calendar Year
- 2) Daily Extra Work
- 3) Training

The above will be the only sign up sheets used except language used for summer work and holiday work. (Except see Article 80 and Article 82).

ARTICLE 92 Long Term Leave

92.1

All drivers and aides who are on long term leave or indefinite or long term worker's compensation for a period in excess of six months, will not apply for route assignments according to the normal process under Article 90.1.

92.2

The block assignments will be filled by employees currently working first. If block assignments remain after completion of the process, remaining blocks will be filled by those employees not

working in the above stated categories by seniority. If no block assignments remain and an employee returns to work, the employee may exercise his/her bumping rights based on seniority into the least senior person's block assignment.

ARTICLE 93
Guaranteed Run Time

93.1

Drivers and/or aides will be guaranteed two (2) hours on the a.m. run and two (2) hours on the p.m. run during the regular school year and summer school. To qualify, they must remain on the premises at Transportation and work as directed. Failure to remain at Transportation and work will result in the driver and/or aide being paid only for actual time worked.

ARTICLE 94
Chauffeur's License

94.1

Chauffeurs License with a Class B endorsement shall be required for members of the bargaining unit who are bus drivers. Under New Federal Laws as this license becomes invalid, the driver must have a new CDL with Class B and P endorsement in order to be a bus driver.

94.2

These shall be paid for by the Wayne-Westland Community School District.

ARTICLE 95
Pre-Trip and Warm-Up

95.1

One fifteen (15) minute period will be allowed for warm up, gassing and a pre-trip bus check. There will be a seven (7) minute period allowed for the remaining one (1) or two (2) pre-trip checks during the scheduled work day.

1. Check bus using the pre-trip inspection sheet.
2. Remove snow and ice from windows.
3. Fuel bus once daily, unless authorized by management.
4. Wash bus.
5. Clean lights, windows and sweep bus.

The supervisor may, upon request, allow extensions of time to complete any of the above assignments. The supervisor may reduce the time allowed should a driver not be utilizing it properly.

ARTICLE 96
Accidents

96.1

Drivers must report all accidents or violations no matter how minor. Reports must be made immediately to the supervisor. Violation of this rule may result in suspension.

ARTICLE 97
Other Employment

97.1

Should the combined hours of a driver's time, including block and extra trip hours and the hours of his/her other employment exceed twelve hours, the driver will not be allowed to drive trips except in emergencies approved by the supervisor. S/he will also be evaluated periodically by the supervisor as to the adequacy of rest for his/her regular driving assignment.

ARTICLE 98
Training New Drivers/Aides

98.1

When drivers are used for training purposes, the following procedure shall prevail. A sign-up list for drivers interested in training new bus drivers will be posted during the first week of school.

98.2

Selection of drivers for training purposes shall be based on availability, experience, education, training, types of vehicles driven, personality factors, etc. Where all other factors are equal, seniority shall rule. The selection of drivers for training purposes rests with management.

98.3

After the trainer(s) have determined that the new hire has completed the training program, the Director of Transportation shall be notified, in writing, and then shall road test all new hires.

98.4 NOON RUN AND/OR SHUTTLE OF TRAINERS

The noon run and/or shuttle portion of a Driver(s) block of time (who are currently training new driver(s)) shall be assigned to the highest seniored Driver(s) not currently assigned any noon run and/or shuttle until the training program is completed. The reassignment of noon and/or shuttle will not cause the driver(s) block of time to exceed seven and three fourths (7 3/4) hours per day.

98.5

Management will determine the need and extent of bus aide training. Aides attending schooling will be paid their regular hourly wage for such hours in attendance.

ARTICLE 99
Problem Solving

99.1

Should the above methods prove unsatisfactory, the parties agree to meet and work out a solution - subject to joint ratifications of the specific contract item.

ARTICLE 100
Transportation Language

100.1

If any language within this division is or becomes contradictory to any language within the other portions of the contract, the language within this division will be considered as the proper and binding language for the transportation group.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5408 SOUTH DICKENS STREET
CHICAGO, ILLINOIS 60637

RECEIVED
JAN 10 1964

TO THE DIRECTOR OF THE UNIVERSITY OF CHICAGO
FROM THE DEPARTMENT OF CHEMISTRY
RE: [Illegible]

RE: [Illegible]

[Illegible text]

