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9/30/98

**AGREEMENT AS TO EMPLOYMENT
BETWEEN
MADISON DISTRICT PUBLIC SCHOOLS
AND
LOCAL UNION 1468**

October 31, 1995 - September 30, 1998

Madison District Public Schools

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Michigan State University
LANSING, MICHIGAN
1917

AGREEMENT

THIS AGREEMENT, made the thirty-first day of October, 1995, between MADISON DISTRICT PUBLIC SCHOOLS, a Michigan Municipal Corporation, hereinafter referred to as the "School District", and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AND COUNCIL 25, and chartered by the International Union of the American Federation of State, County, and Municipal employees, hereinafter referred to as the "Union", WITNESSETH:

WHEREAS, the above identified Union has secured the right to represent those employees of the School District hereinafter identified; and,

WHEREAS, the Union and the employees it represents, recognize and acknowledge the need of providing for the children of the School District as well as for all others who use school facilities, clean, safe and well ordered facilities in which to assemble, study, play, exercise, eat and otherwise spend their time as students, teachers and visitors; and,

WHEREAS, the non-teaching personnel constituting the group represented by the Union recognize that by the nature of their duties and employment they are responsible for the proper maintenance, upkeep and operation of school facilities; and,

WHEREAS, all of the parties hereto are cognizant of the benefits to be derived, not only by the parties, but by the community as a whole, from a definitive statement of the terms and conditions under which the employees of the School District will be employed, as the same have been agreed upon through the processes of collective bargaining, in which both parties hereto have participated in good faith; and,

WHEREAS, all parties recognize that the fiscal capacity of the School District is predicated solely upon taxes and other public funds;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School District does hereby recognize the Union as the exclusive representative of the group defined below, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement.

The group shall be defined as: Including all custodians (assigned inside and outside), bus drivers, hourly cafeteria workers at the High School and Middle School and satellite cook; excluding all other hourly workers, salary and supervisory personnel.

ARTICLE II

BOARD RIGHTS

The Board of Education reserves all rights and powers conferred upon it by the constitution and laws of the State of Michigan and of the United States, this Agreement notwithstanding. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:

- A. Manage and control the school's business, the equipment and operations and to direct the working forces and affairs of the Employer.
- B. Continue its rights and past practice of assignment and direction of work to all of its personnel; determine the number of shifts and hours of work and starting time and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; and the right to establish, modify or change any work or business hours or days.
- C. The right to direct the working forces; including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force, and to layoff employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
- D. Determine the services, supplies and equipment necessary to continue its operations; determine the methods, schedules and standards of operations; determine the means, methods, and processes of carrying on the work (including automation thereof or changes therein); and the institution of new and/or improved methods or changes therein.

- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the number and location or relocation of its facilities; including the establishment or relocation of new schools, buildings departments and divisions or subdivisions thereof, and the relocation or closing of offices, departments, and divisions or subdivisions thereof, building, or other facilities.
- H. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organizations, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
- L. Custodians will cooperate and assist the fire and police department in searching for explosive devices. (Such as; unlocking doors, area to be investigated and giving directions.)
- M. The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.
- N. All employees of this unit will assist the administration in energy conservation and in complying with the Michigan Occupational Safety and Health Regulations (MIOSHA).
- O. The right to hire employees under a government work or work/study program to supplement the work force as long as such programs do not conflict with regular employees' normal work week.

ARTICLE III

PUBLIC ACT 379

The Union shall encourage and expect compliance from all its members to the fullest extent to the applicable section of Act No. 379 of the Public Acts of 1965 of the State of Michigan, as amended.

- A. Lockouts: No lockouts of employees shall be instituted by the employer during the term of this contract.
- B. Strikes: There shall be no strikes of any kind by the Union during the term of this contract. At no time, however, shall employees be required to act as strike breakers or to go through a picket line.
- C. Definition: As used in this Act the word "STRIKE" shall mean the concerted failure to report for duty; the willful absence from one's position; and the stoppage of work, or the abstinence in whole or part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Nothing contained in this Act shall be construed to limit, impair, or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the condition or compensation of public employment or their betterment; so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

ARTICLE IV

UNION SECURITY

To the extent that the laws of the State of Michigan permit, if any article or section of this contract or if any riders there to should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained; the Union shall hold the Board harmless against any claims, demands, suits and other forms of liability resulting from such action; it is agreed that:

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union, or pay a service fee in the amount equal to the regular monthly dues for the duration of this Agreement, on or before the tenth day after, the thirtieth day following the beginning of their employment in the unit.

- C. Employees shall be deemed to be a member of the Union within the meaning of this section if they are not more than sixty days in arrears in payment of membership dues.
- D. The Board shall be notified in writing by the Union of any member who is sixty days in arrears in payment of membership dues.

ARTICLE V

WITHHOLDING OF UNION DUES

The School District will, upon written authority from its employees included in the above identified group, withhold from such employee's pay the initiation fee, or the monthly membership dues owed by said employees to the Union. No employee shall be obligated to provide such written authority to the School District, and in such event, the School District shall not withhold any funds for the above mentioned purpose from such employee's pay. As often as may be agreeable to the parties hereto, but not more often than once each calendar month, the School District shall remit all funds thus withheld to the Union. The authority to withhold such funds, when once granted by the employee, shall continue until the same employee in writing shall cancel the authority to withhold such funds from his/her pay. The School District shall not be liable to the Union in any manner whatsoever for its inadvertent failure to withhold any funds due to the Union.

ARTICLE VI

STEWARDS AND ALTERNATE STEWARDS

The employees making up the aforementioned group to be represented by the Union may select one steward for the whole of the School District. Such selection shall, however, be subject to the following conditions:

- A. The steward or local union officer shall be a regular employee working in and for the School District.
- B. Subject to all the provisions of this Article and the subparagraphs hereof, the steward may during his/her working hours without loss of time or pay, investigate or present any grievance to the School District. No steward shall leave his/her place of employment without having first advised the principal of the school within which he/she is working or the Superintendent of Schools as to his/ her intention to leave his/her place of employment.
- C. No steward shall be absent from his/her place of employment for more than one (1) hour at any one time without the specific permission of the Superintendent of Schools, or his designee.
- D. In every case requiring the absence of the steward from his/her place of employment during regular working hours he/she may be asked before the end of the next succeeding working day to make a report in writing to the Principal or Superintendent; which

shall show, among other pertinent facts, what alleged grievance he/she investigated; what persons were involved; where he/she went; the hour during which he/she was absent from his/her regular place of employment; and what action, if any, was taken.

- E. Notwithstanding any other terms of this Article or the subparagraphs hereof, the steward whenever possible shall have the responsibility of performing the whole of his/her regularly assigned work within the time limits during which such work should be performed or completed.
- F. The privilege hereby granted to the steward or a local officer to leave his/her place of work during working hours is conditioned always upon the understanding that the time will be devoted solely to the proper investigation and presentation of genuine bona fide grievances. Any abuse of this privilege granted hereby shall be sufficient cause for the School District to cancel all rights of any steward to leave his/her work during normal work hours.
- G. If desired, the cafeteria employees may elect an alternate cafeteria steward to handle any grievance the regular steward feels would be better handled by a cafeteria worker. Any such elected alternate steward's work must be performed during the off duty hours of this alternate steward.

ARTICLE VII

SPECIAL CONFERENCE

A special conference may be requested by either the Local Union or the District for the consideration of matters which may constitute, or give rise to a grievance, or an issue considered to be a problem. Such conference shall be arranged between the President of the Local Union and the Superintendent, or his/her designated representative. The parties shall agree in advance as to the subject matters to be discussed and a written agenda shall define such agreement. Each party shall be represented by one or more persons to sufficiently allow the parties an opportunity to review all facts and evidence related to the agenda. No more than three Union representatives are eligible to attend special conference meetings without loss of pay when such meetings are held during working hours. The Council 25 representative may attend such meetings.

ARTICLE VIII

PRESENTATION OF GRIEVANCE

In the event any employee or the local union is of the opinion that the employee has a grievance arising out of an alleged violation of this contract, the following procedures shall be used:

- A. The employee may discuss the alleged grievance with his/her officer, steward or alternate cafeteria steward. Such discussions shall take place within the first fifteen (15) minutes at the beginning of said employee's regular working period, or

during the last fifteen (15) minutes thereof; or, if the employee so elects, the employee may discuss the matter with his/her steward at any time outside the employee's regular working hours.

- B. The steward or local union officer shall carefully consider whether or not the employee's statement of facts portrays the existence of an actual grievance. It shall be the duty of the steward or local union officer to reject any allegation of grievance unless from the facts presented he/she is reasonably sure that a legitimate grievance does exist. If the steward or local union officer is of the opinion that a genuine grievance exists, he/she shall be obligated to discuss the matter with the Principal of the school building within which the offending conditions exist if the same are thus localized; and in the event the conditions are not localized in one school building, the steward or local union officer shall discuss the matter with the Supervisor of Building and Grounds and/or Assistant Superintendent or such other persons within the school system as may be designated to discuss such problems.
- C. The steward or an officer and the representative of the School District shall endeavor to dispose of the alleged grievance without the necessity of any further formal action.
- D. In the event the alleged grievance is not satisfactorily settled in the aforesaid conference, and within five (5) working days, the employee shall submit the alleged grievance in writing to the Superintendent of Schools or his designee. The written statement shall include:
 - 1. The date of the alleged violation;
 - 2. The specific article(s) and wording of the agreement that has allegedly been violated; and the solution requested.

Failure to meet the time requirements as detailed under each section of the Grievance Procedure automatically waives the right to continue the grievance. Failure to provide an answer as called for in each section shall automatically cause the grievance to be moved to the next proceeding section in the Grievance Procedure.

- E. The School District shall have the obligation of preparing within fourteen (14) days a written answer to any written allegation of grievance presented pursuant to the terms hereof, and shall serve a copy of its written answer upon the Union by delivering or mailing the same to the President of the Local Union, or to such office or agency as is designated in the written grievance presented as aforesaid.
- F. The affected employee or the Union representing such employee shall have a right within the next succeeding fourteen (14) days to file a written response to the answer of the School District. Such reply, if filed, shall be served on the School District through the office of the Superintendent of Schools.

- G. Within the following fourteen (14) days after the filing of a reply by the Union or by the employee affected, the Superintendent of Schools, or his designee, shall meet with a representative of the Union to discuss the grievance described in various papers which have been exchanged and shall attempt to arrive at an amicable solution of the problem thus presented. In the event such a resolution of the problem shall not then be effected, the Superintendent and the representative of the Union shall agree upon a time and place for the holding of a hearing with respect to the alleged grievance. Such hearings shall be held within the school district, and the school district shall be obligated to provide suitable space for the holding of such a hearing. The parties shall agree upon a time mutually agreeable, but in no event shall the hearing be held in a place or at a time which will have any adverse affect upon any of the children or students attending the regular classes or other regular school sponsored activities.
- H. At such hearing either party may present such documents or witnesses as may be desired.
- I. At such meeting the Union shall have in attendance one responsible representative who shall not be a member of the Local Union nor an employee of the School District; and the School District shall have present at least one member of the Board of Education or the Superintendent of Schools.
- J. At such hearing the two persons required to be present by the preceding subparagraph, or such persons as may be respectively selected by them, shall be deemed to be co-chairpersons of the hearing. Such parties shall have equal rights and extend to the other all possible courtesy.
- K. The purpose of the meeting shall be deemed to be a continuation of the collective bargaining process. A good faith attempt shall be made by all of the parties to learn the truth and to determine what action, if any, is necessary on the part of either the employee, the Union, or the School District to correct the condition causing the alleged grievance.
- L. In the event the Union and the School District are not able to agree upon a solution, each shall have the right to present to the opposite party in writing a statement as to its understanding of the alleged grievance and the facts as developed at such hearing. Neither statement shall be deemed to be binding upon the opposite party.
- M. In the event no amicable solution can be reached after all of the foregoing steps have been completed, either party shall have the right to pursue such further course of action as may be permitted under the laws of the State of Michigan.
- N. Nothing herein contained shall be deemed to prevent either of the parties hereto from seeking the intervention and assistance of the Michigan Department of Labor, or any other legally recognized mediation service at any time.

ARTICLE IX

ARBITRATION

If a satisfactory disposition of the grievance is not made as a result of the meeting and findings of the prior Grievance Procedure of the Labor Mediation Board, either the Board or the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such an appeal must be taken within fifteen (15) days from the date of a mediation finding.

- A. Any grievance not advanced to the last step within the time limit of fifteen (15) days shall be deemed abandoned. Time limits may be mutually extended in writing. In such cases, the new date shall prevail.
- B. Powers of the Arbitrator: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this Agreement:
 1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. The arbitrator shall have no power to establish new wage scales or change any wage scale or salary supplement.
 3. The arbitrator shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board and the Administration as to the reasonableness of any such practice, policy, rule, or any action taken by the Board and the Administration. The arbitrator's powers shall be limited to deciding whether the Board and the Administration have violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Board and the Administration from this Agreement; it being understood that any matter not specifically set forth herein remains with the reserved rights of the Board.
 4. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of Administration and Management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to an arbitrator on which he/she has no power to rule it shall be referred back to the parties without decision or recommendation on its merits.

6. There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved and the Board of Education. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator; nor shall the Union or its members by any other means attempt to bring about the settlement of any grievance.
7. The fees, including transcripts, etc., and the expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
8. Claims for Back Pay: All grievances must be filed in writing within two (2) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than two (2) days prior to the date a written grievance is filed.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment.
 - b. No decision in any one case shall require any retro-active wage adjustment.
9. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
10. The School District shall provide for the representative, or representatives of the Union and for any witnesses required by the Union, a suitable meeting and conference place for at least one (1) hour preceding any hearing anticipated within the scope of this Article or any of the subparagraphs hereof.

The line staff (chain of command) for the cafeteria employees is as follows:

Cook Manager
Building Principal
Administrative Assistant
Superintendent of Schools

The line staff (chain of command) for custodial employees is as follows:

Head Custodian
Building Principal
Supervisor of Building and Grounds
Superintendent of Schools

ARTICLE X

COMPUTATION BACK WAGES

No claim on behalf of any employee for back wages shall exceed the amount of wages the employee would have otherwise earned at his/her regular rate on their regular job.

ARTICLE XI

DISCHARGE AND DISCIPLINE

The discharge and disciplining of employees shall be subject to the following limitations:

- A. Suspension and discharge shall be for just cause.
- B. The School District agrees that it will promptly notify the President of the Local Union of any discharge or disciplinary action taken with respect to any employee, and that such notice will be in writing.
- C. The discharged or disciplined employee will be allowed to discuss the action taken by the School District with the steward at the time or immediately after such action is taken; and, subject to the provisions here, such conference may take place on School District property. Nothing herein contained, however, shall prevent the School District from requiring the summary removal of the offending employee if it appears that the safety of any person or property or the maintenance of proper decorum requires such summary removal. Should the discharged or disciplined employee, steward, or the Union consider the action of the School District to be improper, the procedure described in Article 8 above dealing with grievances shall be followed in presenting the matter to the School District.
- D. In imposing any discipline with respect to a current offense of an employee the School District may take into account any prior infractions or violations of rules or common standards of propriety committed by the employee. It shall be improper, however, for the School District to impose at the time of any current impropriety, any additional penalty for any wrongful act committed by the offending employee at a time more remote than one (1) year, whether or not the employee was disciplined for the prior wrongdoing at the time it occurred.
- E. Grievances pertaining to a discharged employee shall be processed directly to the Superintendent of Schools, or his designee, within five (5) working days of the discharge, with all documentation for the above items in this Article.

ARTICLE XII

GRIEVANCE OF SCHOOL DISTRICT

The parties hereto recognize that the actions of the personnel composing the bargaining unit may give rise to an offense or grievance to the School District. It is recognized that in such event the School District itself has the right, through collective bargaining, to anticipate that the wrongful conduct of which it complains can be corrected in a manner not unlike that available in the event any employee is aggrieved. To that end, it is agreed that in the event of such a grievance the School District may follow their general course of procedure outlined in Article 8 above and the various subparagraphs thereof. It is recognized that the initiation of the procedure and the giving of notice would be substantially the same as there prescribed, except that the School District would be the initiating party and the Union or its representatives would be the responding party. For the purpose of adjusting grievances to the School District itself, the various stages of procedure and the various steps to be taken shall be substantially comparable to those prescribed in Article 8 above.

ARTICLE XIII

SENIORITY

The provisions of this Article shall apply with respect to the establishment of a status of seniority among employees and shall control the rights of the School District and the bargaining unit with respect to employees before they attain the status of seniority.

- A. The School District shall have the right at any time to employ any one or more persons who, by work assignment, would belong to the unit represented by the above named Union; and the School District shall have the unqualified right to assign each such newly hired personnel to any task or tasks which it, in its sole discretion, may desire or determine.
- B. Any such new employees shall be considered probationary employees for the first 95 calendar days of their employment, not including days worked as a substitute; for part-time employees less than 52 (fifty-two) weeks the summer vacation recess days will not be counted as calendar days for the purpose of this Article. In this case, their probation period may cover parts of two (2) school years.
- C. Probationary employees hired by the School District pursuant to the preceding subparagraphs may be discharged at the discretion of the School District at any time prior to the expiration of the aforesaid ninety-five (95) day period.
- D. For the purpose of seniority rank, each employee shall compute his/her seniority for his/her date of hire of employment. Seniority for part-time employees shall be on a prorated basis. Prorated means that a part-time employee that becomes a full time employee shall be given a seniority date based on time worked

equal to eight (8) hours per day in that classification. Bus drivers and cafeteria workers earn seniority equal to the shift worked.

In the circumstance of more than one (1) employee having the same effective date of employment, social security numbers shall be used to determine placement on the seniority list. Employees shall be placed in order; the employee with the lowest social security number is listed first. The employee with the lowest social security number shall have the higher seniority.

- E. 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; but shall have no right to speak on behalf of the employee with respect to the discharging or disciplining of any such probationary employee; provided, however, that no probationary employee shall be disciplined or discharged solely because of his/her Union activities if he/she fully and adequately performs the duties assigned to him/her by the the School District.
- F. There will be four (4) seniority lists, each kept on a School District basis, for all employees of the School District. Seniority classification lists are:
 - 1. Custodians (outside, inside, and truck driver)
 - 2. Cafeteria Workers
 - 3. Bus Drivers
 - 4. Part-time Custodians
- G. In the event any employee of the School District already on seniority is promoted to a job or an assignment of higher classification, he/she shall be deemed to be on probation in the higher classification for a period of twenty-five (25) calendar days. At the option of the School District said employee may be removed from the higher classification to which he/she has been promoted during said twenty-five (25) calendar day period, he/she shall be returned to the classification and job from which he/she was promoted and his/her salary shall be that which he/she received at the time of the promotion. Such employee's seniority in the job from which he/she was promoted shall continue as if his/her employment had not been interrupted by promotion to a higher classification.
- H. Seniority, in and of itself, shall not be affected by the race, sex, marital status or dependents of the employee; but no employee shall be entitled to promotion to a job or status for which he/she is not qualified.
- I. The Union or its assigned representatives, the President of the Local, or the Union steward shall have the right to keep and maintain a seniority list. The School District shall be obligated to furnish to the Union or its representatives, as of the effective date of this Agreement, a complete list of all employees showing their names and job titles. Such list shall also show the date upon which each employee was assigned to the job which he/she currently holds. The School District shall be obligated to furnish to the Union, or to its representative, information as to

each new employee who is hired who would fall within the classification of persons covered by this contract; and such notice shall be given to the Union within seven (7) days after each new person is employed. In the event the Union finds any errors in the list it shall notify the School District of such error within thirty (30) days after the receipt thereof.

- J. Local President and Steward(s) shall be rated at top seniority for purpose of layoff and recall within proper classification.
- K. Part-time employees will be listed as a separate category on the seniority list.
- L. Any employee docked, in excess of twenty-five (25) days, from July 1 through June 30, shall have their seniority date adjusted, moved up, to equal the number of days docked.

ARTICLE XIV

LOSS OF SENIORITY

An employee shall lose his/her seniority and shall be subject to discharge by the School District for any one of the following reasons:

- A. The employee voluntarily leaves the employment of the School District.
- B. The employee is discharged by the School District and the discharge is not reversed through Grievance Procedures.
- C. He/she is absent for five (5) consecutive working days without notifying the employer; provided, however, that if the illness or accident causing the absence from work is such that the employee or employee's immediate family is unable, through the use of reasonable means, to notify the School District of the absence. Such failure to notify the School District shall not be deemed to be cause for dismissal.
- D. The employee falsely advises the School District that because of illness or accident he/she is unable to attend and be present at his/her place of normal employment.
- E. The employee does not return at the end of a granted sick leave.
- F. The employee is convicted of any felony, or convicted of any misdemeanor involving moral turpitude.

ARTICLE XV

LAYOFF PROCEDURES

Nothing in this contract shall prevent the School District from reducing its work force when conditions of workload, school attendance, physical condition of premises, energy crisis, or economics of the School District shall so dictate. The School District alone shall have the right to determine when and if any of its employees are to be subject of any layoff, and shall be the sole judge of how long such conditions shall continue. In the handling of any such reduction of work force, the following conditions shall prevail:

- A. As used in this Article, the term "layoff" shall mean a reduction in the working force of the School District due to any one of the causes mentioned above, or any other comparable cause which would dictate, in the course of sound business management, a reduction in the working staff.
- B. If it becomes necessary to reduce the working staff by means of a "layoff", the temporary employees, probationary employees, and part-time employees shall be laid off first before any employees, with seniority are affected.
- C. The following procedure shall be used to accomplish the above: Employees who are displaced by elimination of their job, or another employee bumps them, shall displace an employee with the least seniority in their classification.

The employee who cannot displace an employee within their classification shall displace the least seniority employee in a lower classification within their seniority District.

The following are seniority districts for purposes of layoff and bumping:

1. Custodial
2. Cafeteria
3. Bus Drivers

The above districts have the following classifications and are listed in order of bumping downward.

Custodian District

1. Head Custodian High School
2. Head Custodian Middle School
3. Head Custodian Elementary School
4. Inside/Outside Maintenance
5. Custodian

Bus Driver District

1. Bus Driver

Cafeteria District

1. Head Cook
2. Cafeteria Worker

Shift premiums shall not be used to determine the order of bumping. It is expressly understood that an employee in one seniority district has no seniority rights to bump to another seniority district unless the employee had previously worked in that other seniority district. An employee can only exercise seniority bumping to another district if the employee is bumped out of their district and has enough frozen seniority to displace an employee in his/her original seniority district.

- D. In the event that the District anticipates the layoff of any one or more employees, the District shall ask for volunteers, within the classification, to be laid off. The length of any voluntary layoff shall be for a period of thirty (30) working days, or the length of the layoff period, whichever is shorter. At the end of a thirty (30) day voluntary layoff, the employee shall be recalled or offered the option of remaining on layoff for another thirty (30) day period, or the length of the layoff period, whichever is shorter.

Should the number of volunteers exceed the number of employees to be laid off, layoff shall be by seniority with the highest seniority volunteer being laid off first.

Any employee to be involuntarily laid off shall receive at least seven (7) calendar days notice of such layoff. The District shall furnish the Union steward notice of such layoff at the same time notice is given to the affected employee or employees.

- E. Laid off employees shall be offered substitute work prior to the District utilizing regular subs.

ARTICLE XVI

RECALL

When the working force is increased after a layoff, employees shall be recalled according to seniority. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If such employee fails to report for work within ten (10) days from the date of mailing of such notices, he/she shall be considered to have voluntarily quit his/her employment; provided, however, that the School District, in its sole discretion, may grant an extension of the aforesaid ten (10) day period for such additional period of time as it deems justified.

ARTICLE XVII

TRANSFERS

In the event the School District desires to transfer any employee from the group covered by this contract to another type of employment the following provisions shall control the rights of the parties:

- A. The transfer of any employee covered by this contract to any position or job not covered by this contract shall be made only with the consent of the employee.
- B. If an employee is transferred to a position under the employer not included in the bargaining unit, the employee's seniority will stop the day the employee accepts the position out of the bargaining unit. If the employee is transferred into a similar position in the bargaining unit that employee shall retain the seniority acquired before leaving the bargaining unit.
- C. Nothing contained in this Article or the subparagraphs hereof shall be deemed to prevent the School District from transferring any employee covered by this contract from one location or one school within the School District, or from transferring any such employee from one duty to another duty; provided that such transfer does not result in a demotion or a reduction of pay.

ARTICLE XVIII

PROMOTIONS

Any promotions of persons within the unit covered by this contract shall be subject to the following provisions:

- A. Promotions within the bargaining unit shall be made on the basis of qualification and seniority.
- B. The term "Promotion" shall refer to a change of work assignment which carries with it either an increase in authority or an increase in pay, or both.
 - (1) When promotional vacancies occur within the bargaining unit, employees in the affected building within the same classification as the posted promotional position, shall be allowed to change work areas in the building based on building seniority on a lateral transfer basis during the posting period.
- C. The School District shall have the obligation of posting on the bulletin board in each school building, a notice of any job vacancy, within five (5) working days after the Board has determined such vacancy exists. The length of said posting shall be for a period of seven (7) working days.

- D. Any employee interested in being employed in the available position shall apply within the said seven (7) day period.
- E. When interviewing candidates for a position, the District shall utilize a standard list of questions, and each applicant shall be notified, in writing, as to the results of the selection process. Such written notice shall state the reason(s) for the selection.

The District shall have the right to select from the applicants the person with the highest qualifications, most seniority, and ability to promote to a higher classification.

- F. The person selected to fill any available position (promotion, lateral movement, or requested reduction in wages) shall be deemed to be on probation in the new position for a period of twenty-five (25) working days. In the event such person is not satisfactory to the School District within that period of time, said employee shall revert back to his/her former classification and former position, and shall have the same status as if he/she had continued to work in his/her former position without interruption.
- G. During any such trial period, the employee occupying the higher position shall receive the pay applicable to the job being performed.
- (H. The School District shall have the right to assign, temporarily, any employee to perform a duty of either a higher or lower classification than that to which he/she is normally and regularly assigned. Such action shall be taken on a temporary basis only, and such actions shall not be deemed to be either a promotion or a demotion. In the event any employee shall be assigned to work in a position requiring a higher rate of pay, and in the event the employee, on a temporary basis, shall occupy the high position for more than two (2) full working days he/she shall, for such temporary period, be paid at the rate applicable to the job which he/she is occupying during his/her temporary assignment; and the pay at said rate shall commence from the time of his/her first assignment to his/her new task. No extra or additional pay shall be received if the assignment is for any period not in excess of two (2) full working days. Temporary assignments shall continue for a period of no more than two (2) consecutive months, except in cases of illness or injury.
- I. Prior to utilizing a substitute, the District shall attempt to have regular employees work for absent head custodians.

ARTICLE XIX

VETERANS

The Madison District Schools and Local Union 1468 agree to comply with all mandatory State and Federal laws affecting the employment and reemployment of veterans.

ARTICLE XX

JURY DUTY

A leave of absence will be granted an employee called for jury service. The Board shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses) during which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

ARTICLE XXI

TEMPORARY MILITARY DUTY

In the event any employee covered by this contract shall be a member of the National Guard or the Armed Forces Reserve, such persons shall be entitled to such periods of absence as are required by the performance of their duty in such organization. Except in the case of an emergency when the military unit is called to active duty, the maximum period of absence authorized by this Article shall be deemed to be two (2) weeks in each calendar year. Unless such absence is treated as the employee's regular vacation, the school District shall not pay the employee for any period of time he/she is absent from the School District because of temporary military duty.

ARTICLE XXII

LEAVE OF ABSENCE

Any employee may apply for a leave of absence. The Board of Education, at the request of the administration and after consulting with the Union President, may grant leaves of absence without pay or fringe benefits for up to one year for good cause. Seniority does not accumulate during this absence.

- A. The Board shall grant a leave of absence without pay and fringe benefits and without loss of seniority for a period not to exceed two years or the term of office, whichever may be less, to any member of the Union who is elected to a full-time Union office. Such leaves may be extended for an additional period of one year, at the discretion of the Board.
- B. Leave with pay for one elected delegate will be granted for a maximum of four (4) days upon a two (2) week written notice to

the Superintendent for his approval or disapproval for the purpose of attending Union conventions.

- C. Valid violation of the intent for leave of absence shall be considered grounds for immediate dismissal of employee.

ARTICLE XXIII

BULLETIN BOARDS

The School District shall provide within each school building a bulletin board upon which the Union may post any notice which is pertinent to its membership, and upon which the School District may post any notice which is applicable to the Union or any of the employees of the School District. Neither party shall remove from the bulletin board any notice which is placed thereon by the opposite party until the same has been posted for thirty (30) days, unless permission to remove such item is granted by the party posting the notice.

ARTICLE XXIV

NORMAL WORK WEEK

The maximum normal work week for all covered employees shall be deemed to be five (5) days of eight (8) full hours of employment within any calendar week. Employment on Saturdays, Sundays and/or holidays as herein defined, shall be at time and one half their regular wage.

- A. Any personnel who reports for work on a day the children and teachers are not required to be present because of the cancellation of school by the Superintendent or his designate, as a result of an Act of God, shall be paid for his/her complete shift. Any employee reporting under such conditions will be given a compensatory day off at the earliest possible date, as determined by the building principal where he/she works. Any employee sent home for a partial day under such conditions will be paid a full day's wages without a loss of sick leave days.
- B. Weekend and holiday building check shall be paid at time and one half of employee's regular pay, and rotated.
- C. All custodians shall have a thirty (30) minute paid, uninterrupted (except for emergencies) lunch break. Custodians will remain in their assigned building during the lunch break.
- D. Inside/outside maintenance shall have up to (1) hour for lunch (thirty minutes paid).
- E. Cafeteria employees working three (3) hours or more per day, shall be entitled to one, ten (10) minute break. The time of the break shall be designated by the cafeteria manager. The break does not extend the work day.

ARTICLE XXV

WORK RULES

The Director of Buildings and Grounds and the building principal will post current, regular, and temporary work assignments in each building.

- A. The Union will be provided with copies of the regular work schedule of every employee, and will be notified of work schedule changes by the Director of Buildings and Grounds.
- B. Since it is the responsibility of all custodial personnel to see that the buildings are as clean and attractive as possible, normal work assignments may be deviated from, on a temporary basis, at the direction of the building principal so as to correct an emergency need or an obvious unclean and unsanitary situation.
- C. The Union shall be notified of any change of work schedule, policy, and/or practice. If possible, notice shall be in writing no less than one week prior to any change.

ARTICLE XXVI

TEMPORARY EMPLOYEES

Temporary employees wishing to work for the School District at odd jobs, without taking or subtracting from regular employees during the spring, summer and Christmas, may be hired for this time under the classification of temporary employee. (Students are not responsible for payment of the union service fee.) Any student who receives a degree or journeyman's card must pay the union service fee in accordance to Section A of this section.

- A. Any person hired as a substitute who works eight (8) days per month must pay the monthly union service fee, excluding time substituting for scheduled vacations during September through July.
- B. New employees are to be reported to the Union on their first day of employment by the Director of Buildings and Grounds.
- C. Forty-four (44) week custodians may be offered temporary, summer employment prior to the hiring of substitute custodians under the following terms:
 1. Job duties, hours, and length of summer employment are to be determined by the Director of Buildings and Grounds.
 2. Summer employment does not impact the employees sick leave time or vacation time.
 3. The rate of pay for summer work is \$8.23 per hour, and the employees are not eligible for holiday pay on July 4th.
 4. If any employee applies for, and receives unemployment compensation because of temporary summer employment, Article 26-C, shall no longer be valid.

ARTICLE XXVII

OVERTIME PAY

All employees, who shall perform services in excess of or outside of the "maximum normal work week" as above defined, shall be compensated for all extra hours worked at time and one half of their regular wages; this will include combination jobs.

- A. If at all possible, all employees within the same classification, when eligible, shall be accorded the opportunity to work the same number of overtime hours on a rotation basis within the same unit or building, providing the employee is capable of doing the job.
- B. In the event of overtime work which was not anticipated or which was caused by an emergency, the school administration may request any available employee to perform the required service. There will be an attempt to rotate this as evenly as possible.
- C. Any activities on the school premises on Saturday or Sunday will be paid the rate of time and a half either by the school or the organization using the building.
- D. All overtime will be specifically assigned at the discretion of the Superintendent of Schools or the Director of Building and Grounds. Custodians who are called in for overtime will be guaranteed a minimum of two and one-half hours. Normally, no custodian will be asked to work more than 12 hours per day.
- E. The District will maintain a seniority list for District-wide overtime.

ARTICLE XXVIII

CAFETERIA OVERTIME & EXTRA HOURS SCHEDULE

Overtime or extra hours for cafeteria employee beyond regular hours, shall be rotated among cafeteria employees within the building by seniority.

When a cafeteria employee is absent, such employee shall be replaced by another regular employee, if available, for no less than three hours. If the absent employee's regular shift exceeds three hours, the extra hours will be assigned to regular employees working in that cafeteria.

ARTICLE XXIX

SHIFT CHANGES

During situations where there are three (3) or more days when the school building is not in regular school day session, the building principal, in cooperation with the Supervisor of Buildings and Grounds and the Head Custodian, will shift afternoon personnel to day shifts except for those custodians necessary to be retained on their regular shifts to accommodate any programs or community activities. In such cases, a revised duty roster will be posted at least three (3) days in advance for those employees who will be needed during these hours. All employees working during a day time shift will be paid day time rates of pay. This decision will normally be channeled through and implemented by the head custodian of each building.

ARTICLE XXX

JOB CLASSIFICATION

All members of this union shall be classified as follows: (Employees classified herein are not eligible for tenure as defined by the Tenure Act; nor does the Tenure Act impact seniority as defined in this contract.)

A. Custodians

1. Inside (shall not replace outside custodians for overtime)
2. Outside (shall not replace inside custodians for overtime)

B. Cafeteria

C. Bus Drivers

1. Regular bus drivers - All bus drivers working six (6) hours or more per day and assigned a regular daily run.
2. Part-time bus drivers - All bus drivers working less than six (6) hours per day and assigned a regular daily run.
3. All regular runs and activities trips shall be assigned: First to regular drivers if it does not conflict with their regular run, second to part-time drivers if it does not conflict with their regular run, and third to substitute drivers; except for trips and events of more than one day duration such as but not limited to senior trips, club trips, camping.
4. Custodians assigned to bus driving after eight hours work shall receive one and one-half bus driver's rate. The part-time drivers will be paid as per Appendix A, Probationary Bus Drivers.

5. Routes open after the beginning of or during a school year, shall be offered to the regular drivers, with the most senior driver indicating interest being awarded the new route being initiated.
6. Each week, summer runs shall be rotated among the regular drivers, beginning with the regular drivers with the highest seniority and moving completely through the seniority list.
7. When special runs become available during the summer, other than the regular summer runs, they will first be offered to those drivers not driving a regular summer run, on the basis of seniority.
8. Should a regular route change (i.e. change in hours, change in number of runs, or change in assigned bus), the route may be rebid and assigned on a seniority basis. Each driver may request to rebid three (3) times during the school year.
9. Drivers shall bid on routes the Wednesday prior to the start of school. Routes shall be posted one week prior to bid day, and shall be awarded by seniority. Drivers on an approved leave may bid on routes by proxy. All proxies are to be submitted in writing on bid day.
10. When, by Friday of any work week, a driver has had an absence of five (5) consecutive days, another driver may drive the route for the duration of the absence. Regular drivers shall notify the Transportation Supervisor of their interest at the regular Friday meeting, and assignment shall be made by seniority beginning with the following Monday.
11. All field trip overtime shall be assigned on a rotation basis, with the most senior driver assigned first. Drivers must be present to choose a run unless one of the following applies:
 - a) The driver is working.
 - b) The driver is ill or has a medical emergency in their immediate family.

(excluding meetings called prior to the beginning of the school year, unless a written notice has been provided to drivers to attend, prior to the end of the previous school year.)
12. Field trips will be posted and assigned by the Friday before the trip date. Trips not posted by such date shall be defined as "last minute" trips and drivers shall not be charged on the overtime rotation for refusing such trips.
13. Saturday and Sunday overtime shall be maintained on a separate list and assigned in rotation by seniority.

ARTICLE XXXI

CONFERENCES

In the event the School Board or the Central Administration schedules mass meetings for employees for which they are not paid for attendance, their presence will not be mandatory. This is because, in almost every case, the purpose of such meeting is strictly to provide information of benefit to the employee. The School Board may authorize the attendance of members of this unit to annual state sponsored institutes and shall defray, with previous approval, basic expenses for attendance; and will pay for regular time lost from scheduled work, if any.

ARTICLE XXXII

HOLIDAYS

A. The following are recognized as Holidays for the Fifty-two week full time employees:

- | | |
|--------------------------|--|
| (1) Day before January 1 | (7) Thanksgiving Day |
| (2) New Year's Day | (8) Friday after Thanksgiving |
| (3) Good Friday | (9) December 24, the day
before Christmas |
| (4) Memorial Day | (10) Christmas Day |
| (5) Independence Day | |
| (6) Labor Day | |

When Independence Day is on a Tuesday, the employees shall have the preceding Monday as an additional paid holiday, and when Independence Day is on Thursday, the employees shall have the following Friday as an additional paid holiday under the following terms:

1. Any employees scheduled for vacation the week during which Independence Day falls shall receive only one (1) compensatory day off per Article 35 of this Agreement.
2. The low seniority person in each building, by District seniority list, or a volunteer, must work to assure that each building is open on the Monday or Friday. Employees working the Monday or Friday shall receive a compensator day off at a later date.
3. There is to be no four (4) day work week, the week during which Independence Day falls (per Appendix D).

B. The following are recognized as paid holidays for less than fifty-two week full time employees:

- (1) Labor Day (will be added if employment begins prior to Labor Day)
- (2) Thanksgiving Day
- (3) Friday after Thanksgiving Day
- (4) Good Friday
- (5) Memorial Day
- (6) New Year's Day
- (7) Christmas Day

- (8) Independence Day (Will be added for bus drivers that have been present and shall have performed his/her duties during the whole of his/her proper shift the working day immediately preceding and following the holiday. In cases where one bus driver worked the day before Independence Day and another bus driver worked the day following, the two drivers will split the holiday pay for Independence Day)
- (9) Christmas Eve day shall be a one-half day paid holiday.

For the purpose of this Agreement, each said Holiday shall be deemed to commence at 11:00 p.m. on the calendar day preceding the stated Holiday, and to end at 11:00 p.m. on the day of said Holiday.

ARTICLE XXXIII

PAY FOR HOLIDAYS

Subject to the provisions of this Agreement each employee shall be paid for each of the Holidays enumerated in Article 32, at his/her regular rate if he/she does not, in fact, work on such Holiday; if the employee does work on any such holiday, he/she shall be paid in accordance with Article 27 above plus straight time pay for the day. In order to be eligible to be paid for such holiday, the employee shall have been present, and shall have performed his/her duties, during the whole of his/her proper shift both those working days immediately preceding and immediately following the holiday (unless on vacation). If the employee has not been so present, he/she shall receive no pay for said holiday unless acceptable proof for the absence is presented to the Superintendent.

ARTICLE XXXIV

HOLIDAY ON SATURDAYS OR SUNDAYS

For the purpose of this Article, it is agreed that when any of said named holidays fall on a Saturday the preceding Friday will be deemed to be the "day off" for which holiday compensation is paid; provided, however, that the school classes are not in session on that Friday. In like manner, when any said holidays fall on Sunday the next succeeding Monday shall be the "day off", provided that school classes are not in session. In the event that the mentioned "day off" is not available because of classes being in session, the employee affected will be given equal time off at the convenience of the School District, but within thirty (30) days of the above prescribed "day off".

ARTICLE XXXV

HOLIDAYS WITHIN VACATION

When any Holiday is observed within an employee's regular vacation, the School District shall allow said employee a compensatory "day off" at its convenience.

ARTICLE XXXXVI

INSTRUCTIONAL CLASSES

The School District may from time to time provide periods of instruction for persons covered by this contract. If such instruction is presented outside the regular work shift of any employee, and if the employee is required by direction of the School Administration to attend, such employee shall be paid for the time actually devoted to such instruction at his/her regular hourly rate. If attendance at such instructional period is optional on the part of the employee no compensation shall be paid.

ARTICLE XXXVII

PAID VACATION

Full-time 52 week employee vacations shall be as follows:

1. Employed less than one year-a prorated number of days, based upon length of service
2. Employed one year through six year - two weeks
3. Employed seven years through eleven years - three weeks
4. Employed twelve years through twenty years - four weeks
5. Employed twenty-one years or more - five weeks

Fifty-two (52) week employees, employed twenty-one (21) or more years, must take at least five (5) vacation days during either Christmas break, winter break, spring break, or with the approval of the Director of Buildings and Grounds.

- A. Specified vacation dates will be requested by written notice from the employee by the first day of May each year. For June, July, and August, all requested vacation days must be in a block of five (5) days, or in a continuous block if the employee has credit for four (4) or fewer days. All vacation dates are subject to approval of the Director of Buildings and Grounds and must be completed by June 30th each year. One (1) week may be taken when school is in session. An employee may request, in writing, from the Director of Buildings and Grounds, additional vacation time during the school year.

Vacation requests, which include any portion of the last two (2) weeks of August shall not be unreasonably withheld and at least one (1) employee per building shall be approved by seniority.

B. Part-time (40-44 week employees) vacations shall be as follows:

- | | |
|--|------------|
| 1. One-two years, both inclusive of experience | 4 Days |
| 2. Three-five years, both inclusive of experience | 6 1/2 Days |
| 3. Six-seven years, both inclusive of experience | 8 1/2 Days |
| 4. Eight-eleven years, both inclusive of experience | 11 Days |
| 5. Twelve-fourteen years, both inclusive of experience | 13 days |
| 6. Fifteen or more years, inclusive of experience | 15 days |

Vacations are to be taken at Christmas or Easter.

C. Any part-time (40 - 44 weeks) employee that added six (6) or more days per year to their sick bank (July 1 to June 30) shall be entitled to one (1) additional vacation day for that years vacation period. Any member of this unit that added eight (8) or more days per year to their sick bank (July 1 to June 30) shall be entitled to two (2) additional vacation days for that year's vacation period.

- | | |
|----------------------------|----------------------------|
| 10 sick days added to bank | 3 additional vacation days |
| 12 sick days added to bank | 5 additional vacation days |

Personal days may not be added to sick bank for purposes of this Article.

Vacation days can be added to sick bank upon the request of the employee, allowing use of said days to cover a hospital stay and/or a home recovery period. Vacation days added to sick bank shall not be applied in Article 37, Section C or in Article 43.

E. Fifty-two (52) week employees shall lose one (1) vacation day for each twenty (20) days docked, from July 1 through June 30, and forty-four (44) week employees shall lose one (1) vacation day for each thirty (30) days docked, from July 1 through June 30.

ARTICLE XXXVIII

SICK LEAVE

Full-time employees shall be granted sick leave time at the rate of half a day per payday on the first two pays of each month that the employee works. The number of hours granted shall be the same as the number of hours worked during the normal work day at the employee's pay rate.

- A. Paid sick leave will not be granted during the first three (3) months of employment.
- B. At the completion of three (3) months of continual employment, an employee will have three (3) sick days granted to his/her paid sick leave time bank. Unused sick leave shall be accumulated and shall be credited to the employee's sick leave time bank.

- C. Full-time employees shall be granted two (2) personal leave days per year. Fifty-two week employees, one (1) day in July and one (1) day in January. Forty to forty-four week employees, one (1) in September and one (1) in February; new employees will not be granted a personal leave day until completion of three (3) months of continuous employment. Personal days are for absences that require the employee's presence during their work day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. The employee shall give the Director of Building and Grounds advance notice of such absence.
1. Except in cases of utmost emergency, the employee shall give the Director of Buildings and Grounds advance notice of such absence by completing and submitting the Personal Leave Day Form (Appendix C). Personal days shall not be used either on the day preceding or following a school holiday except with approval of the Superintendent or his designee. Unused personal days are accumulative as sick days.
 2. The unused sick day allowances shall be accumulative to a maximum of one hundred-eighty (180) days. Sick leave days may be transferred to personal leave days with the approval of the Superintendent or his/her designee.
- D. In the event of injury on the job all full-time employees are eligible for three (3) additional days (non-deductible from sick leave). Such requests must be approved by the Superintendent.
- E. In the event that an employee is injured on the job and absence is necessary thereby, the Board of Education will pay the difference between the amount paid by the Workmen's Compensation after the seventh working day of disability and the regular salary, and will charge the employee's sick leave bank until it is depleted proportionately for a period equivalent (to the nearest half day) to the supplementary payment.
- F. An employee on leave does not gain or lose time accumulation during the leave.
- G. Employees absent 180 or more consecutive calendar days because of an injury on the job will be responsible for their own insurance. Employees absent for 60 consecutive calendar days or more are responsible for their own insurance.
- H. An employee on leave of absence does not lose the time accumulated prior to his/her leave.
- I. With the approval of the Superintendent, or his designee, employees may use up to two days (three days if out of state) to attend a funeral of a member of their immediate family (mother, father, brother, sister, spouse, child, grandchild, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law) nondeductible from their sick bank; any additional days granted shall be deducted from their individual sick bank.
- J. Sick leave time shall not be granted for any pay period during which the employee was docked six (6) or more days pay.

- K. Employees with a minimum of sixty (60) days in their sick bank, and having completed at least twenty-four (24) years of service to the District, may sell up to twelve (12) days per year of their sick bank back to the District at a rate of fifty (\$50) dollars per day.

The request to sell said days must be made in writing to the Director of Human Resources by September 30th of the contract year.

This paragraph has no impact upon Article 43 of this Agreement.

ARTICLE XXXIX

ILLNESS AND DISABILITY LEAVES

- A. If an employee reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than fifteen (15) consecutive working days due to personal illness or disability, he/she shall immediately notify the Personnel Office of this fact, and shall provide the Personnel Office, at his/her expense, with a physician's statement certifying the ability or advisability of that employee to work and setting forth the specific illness or disability, the date the employee's disability will commence, the expected length of the absence. In the case of disability due to pregnancy or surgery not an emergency, it is expected that an employee will comply with this section when they become knowledgeable of the fact.
- B. In the event an employee is unable to perform his/her normal daily duties and functions for more than fifteen (15) consecutive working days due to personal illness or disability, then the Superintendent, or his designee, may require the employee, at the employee's expense, to submit a physician's statement(s) verifying the continued medical necessity for the employee's absence and, again, setting forth the specific illness or disability and the expected length of the absence.
- C. In all cases where the employee has been absent for more than fifteen (15) working days, the employee shall provide the Personnel Office, before returning to work, a physician's statement certifying that the employee can perform his/her normal daily working duties or functions.
- D. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid the employee if he/she would have been otherwise scheduled to work, but for the illness or disability.
- E. Child care leave following child birth or adoption, maternal or paternal, shall not be an acceptable reason for paid absence.
- F. Any employee who qualifies and collects LTD insurance shall be responsible for payment of their insurance premiums for which they qualify.

ARTICLE XL

CHILD CARE LEAVE

The Board of Education shall grant a leave of absence, if a leave was not previously granted, up to one (1) year without pay or fringe benefits for care of an employee's newborn or adopted child, upon written request for such leave by the employee and certification of the birth by the employee's physician or judicial decision.

- A. The request for such special leave must be made with the Superintendent at least sixty (60) days prior to the estimated date of delivery or adoption. The leave officially begins on the date of delivery or legal adoption of the child. The employee at the time of the written request must also indicate the date of return if such leave is granted for a period of less than one (1) year. Changes in the return date are not permitted without the consent of the Superintendent.
- B. Upon expiration of child care leave, the employee will be returned to the same work classification at the hourly wage rate for which he/she was eligible when beginning the leave.

ARTICLE XLI

FRINGE BENEFITS

Employees who work six (6) hours or more per day will receive full fringe benefits.

- A. Part-time employees will receive the same rate of pay for holidays which fall during their time of employment.
- B. Employees working less than six (6) hours per day will receive prorated hospitalization and sick leave according to hours, days and weeks actually worked when compared to fifty-two (52) week full-time employees.

ARTICLE XLII

INSURANCES

Notwithstanding the provisions of the insurance category, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and other related matters. The Board, by payment of the premium payments required to provide the coverage set forth shall be relieved of all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Union nor shall such failure be considered a breach by either of them of any obligation.

A. HOSPITALIZATION

1. As an additional element of compensation for full-time employees and their families, the School District shall pay the cost of SET Ultra-Med Comprehensive Health Care with a \$250/\$500 deductible.
2. By January 1, of the calendar year, the District shall compensate employees, receiving full family or two person hospitalization, a lump sum of three hundred dollars (\$300); and shall compensate all employees, receiving one person hospitalization, a lump sum of one hundred fifty dollars (\$150). The intent of such payment is to reimburse the employee for that part of the deductible.
3. New hires, hired prior to July 1 of the calendar year, shall receive the lump sum compensation referred to in Article 42, Section A.-2 above, at the time that they become eligible for benefits. New hires, hired after June 30 of the calendar year, shall not receive the compensation referred to in Article 42, Section A-2 above, for that calendar year.
4. There shall be no duplication of hospitalization insurance. The employee must notify the personnel office of any duplicate coverage, and the Board's obligation under this provision shall be waived.
5. Starting with the 96-97 contract year, full time employees, who are eligible for health care benefits, but choose not to participate in the health care program, may apply sixty-five (\$65) dollar per month, at the Board's expense, towards any T.S.A. program as stipulated under Board Policy.
6. Starting with the 1995 calendar year (claims year), the employee's share of the deductible shall be lowered to \$50 for a single subscriber, and \$100 for two person or full family subscribers. Employees having claims exceeding the amount received in Section A-2 of this Article shall, during the month of December of the claims year, submit proof of such expense to the office of the Administrative Assistant. Single subscribers shall be reimbursed at 90% of the difference between their total

claims and \$150, up to a maximum of \$45. Two person or full family subscribers shall be reimbursed at 90% of the difference between their total claims and \$300, up to a maximum of \$90.

7. Should the cost of providing health care insurance increase by 10.1% through 15%, the amount of the increase in excess of 10.1% and up to 15% shall be paid through a bi-weekly payroll deduction.

Should an increase exceed 15%, the liability shall alternate between the Board and the employee, with the Board paying the first 5% increment beyond 15%, and the employee paying the next.

B. LONG TERM DISABILITY (LTD)

1. The Board shall provide all full time employed union members (6 hours or more per day), an Income Protection Insurance. The employee shall be entitled to 66 2/3% of his/her income after 90 consecutive days of illness, in accordance with the time, conditions, and limitations of the Board's contract with the carrier, with a maximum benefit of \$2500 per month.
2. Employees who draw LTD benefits shall be responsible for their own hospitalization and dental insurance premiums.

C. LIFE INSURANCE

1. 52 week employees (6 hours per day or more) - \$18,000.
2. Less than 52 week employees (6 hours per day or more) - \$14,000.

D. DENTAL

Coverage: 100% class I (preventative), 80% class II (Maintenance), and 60% class III (postodontics). Predetermination of all work over \$200.00, internal external coordination of benefits, exams and cleaning only every 6 months, \$1000.00 maximum per calendar year. 50-50-50 coordination of benefits

E. OPTICAL: Basic Co Op Optical Plan C, or comparable coverage.

F. GENERAL INSURANCE PROVISIONS

1. Employee insurance shall become effective when the carrier's requirements are met.
2. Employees who have Board provided term life insurance, as provided through the insurance plan, have a 31 day conversion right upon termination of employment. Any employee electing His/Her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 31 days of their last day of employment.
3. An employee eligible for medicare shall enroll for medicare benefits (parts A & B) within 30 days of his/her first eligibility date.

- a. Employees and spouses eligible for medicare benefits must notify the Board of Education in writing, of their primary program election. Employees and their eligible covered spouses can either elect medicare or the school provided plan as their primary program (as required by Tax Equity and Fiscal Responsibility Act and the Deficit Reduction Act).
- G. The on-going review of the containment of costs regarding benefits may result in a recommendation for comparable coverage.

ARTICLE XLIII

LONGEVITY

Full-time fifty-two (52) week employees shall receive longevity compensation payable in July as follows:

- A. 5 years through 9 years of continuous service \$ 75.00
- B. 10 years or more of continuous service \$125.00

Calculations will be based on length of employment as of the previous July 1 of each year.

OR

- C. All employees who have accumulation of sick bank of 60 days shall receive fifteen (\$15) dollars for each day added to their bank over 60 days. Maximum 14 days payout per year.
 - D. All employees who have accumulation of sick bank of 90 days shall receive thirty (\$30) dollars for each day added to their bank per year above 90 days. Maximum 14 days payout per year.
- Whichever is to the employee's benefit.

ARTICLE XLIV

UNIFORMS

The Board of Education will provide a standard uniform for each employee classification per the following terms:

1. While on duty, all employees shall wear a district uniform.
2. Summer uniforms for custodians are only to be worn when school is not in session and the temperature exceeds 70 degrees.
3. Laundering and maintenance of uniforms shall be the responsibility of the employee.

Uniforms to be purchased annually, in September, unless otherwise noted, shall be as follows:

Custodians - full-time, fifty-two week employees

1. Three (3) shirt and pant uniforms
2. Two (2) summer t-shirts (employees may make shorts from uniform pants) .

Inside/Outside Maintenance

1. Three (3) shirt and pant uniforms
2. Two (2) summer t-shirts (employees may make shorts from uniform pants)
3. One (1) pair of insulated coveralls to be purchased every four (4) years, and one (1) insulated jacket to be purchased every three (3) years

Cafeteria Employees

1. Multi-striped smocks
2. One (1) pair white slacks

Bus Drivers

1. Sixty dollars (\$60) each year. Drivers will vote on uniform items to be purchased each year, the final choice is made by Director of Buildings and Grounds.

ARTICLE XLV

RETIREMENT

- A. An employee who has at least ten (10) consecutive years of service with the Madison District Schools, terminates their employment with the Board and accepts and qualifies for retirement from the State Retirement program shall be compensated: \$25.00 for each year of continuous service with the Madison District, or half the number of his/her accumulated sick days multiplied by the employee's basic daily rate of pay; whichever is to the employee's benefit.
- B. An employee who dies while an active employee, that person's beneficiary shall receive the compensation for 1/2 of all unused sick leave days, longevity, and unused vacation days, as well as a proration of vacation time accumulated for the current year.
- C. Any compensation due an employee, from this Article, who is retiring, shall be payable during the month of October following the retirement.

ARTICLE XLVI

SUB-CONTRACTING

It is recognized that the management of the School District, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the School District; providing that during the term of this Agreement no employee who is part of the bargaining unit will be laid off during the terms of this Agreement due to purchase of services, except to continue normally contracted services that have been practiced in the past.

ARTICLE XLVII

ZIPPER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

ARTICLE XLVIII

CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Union, and employees in the bargaining unit; and in the event that any provisions of this Agreement shall at any time be held to be contrary to law, then such provision shall be of no force and effect, but all other provisions shall be continued in full force.

ARTICLE XLIX

C.D.L.

- A. The District will reimburse anyone required to have a C.D.L. the difference in cost between a regular driver's license and the cost of a C.D.L. once in a four year period.

Drivers should submit all receipts to the Director of Buildings and Grounds to receive reimbursement.

- B. Drivers will be sent for random drug and alcohol testing during their normal work hours.

- C. The District will reimburse an employee the expense of a second drug test, if the result of the second test is negative.

TERMS

This agreement will be in effect from October 1, 1995 and remain in full force until 11:59 P.M. on September 30, 1997 under the terms and conditions of this Article.

- A. If either party desires to terminate this contract upon its termination date, it will give written notice of this desire, not less than ninety (90) days prior to the termination date above. If proper notice has been given, negotiations will commence not less than sixty (60) days prior to the termination date.
- B. If either party desire to modify, revise, add to, or amend this contract, it will give written notice of this desire not less than ninety (90) days prior to the termination date. If proper notice of amendment has been given, negotiations will commence not less than sixty (60) days prior to the termination date.
- C. Notice of termination or modification will be in writing and sufficient, if delivered personally or mailed by certified or registered mail to the Union, its President at his/her residence address, and to the Board of Education or to any such address as the Union or Board may direct to the other.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the day and year first above written.

UNION

SCHOOL BOARD

President

President

Secretary

Secretary

Council 25
Staff Representative

Superintendent

**Appendix A
1997-98 Salary Schedule**

	<u>P</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Head Custodian High School	8.89	9.83	11.67	13.61	15.09	15.67
Head Custodian Middle School	8.77	9.67	11.50	13.43	14.90	15.49
Head Custodian Elem. Schools	8.65	9.59	11.45	13.35	14.84	15.42
Custodian	8.23	9.17	11.04	12.94	14.42	15.01
Inside/Outside General Maint.	8.54	9.48	11.31	13.25	14.72	15.31
Bus Driver	8.23	9.11	10.94	11.77	12.23	12.94
Cafeteria Worker	6.74	7.68	9.00	9.94	10.76	x
Head Cook	7.04	7.98	9.30	10.24	11.06	x

1. Second shift shall receive an additional \$.17 per hr., and third shift shall receive an additional \$.22 per hr. Shift premium is guaranteed to those who work an eight hour day.
2. Afternoon shift employees' paychecks will be available on Thursday of the pay week. Employees can pick up checks at the Board Office after 12:00 noon or will receive checks at their respective buildings on Friday.
3. During the summer months, custodians on the second and third shift may request to work a day shift without shift premium pay. If directed by the administration during the summer months to work the day shift, and if they remain on this shift for at least three (3) weeks they will continue to receive their premium pay. During non-summer months, all custodians will be paid only at the rate of the shift worked. Shift premium will be paid on vacation, if the employee's assignment is working second or third shift during school session days.
4. Employees requested, by the District, to take classes or training will be reimbursed all charges for tuition and books.

* * *

Appendix B
Letter of Understanding

Custodians Lunch Periods

It is herein agreed, that all custodians shall have a paid thirty (30) minute, uninterrupted lunch period, (except in cases of emergency), per shift, and that all custodians are to remain at the assigned work site during such break. It is further agreed that afternoon shift custodians may select one(1) employee, from the work site, to leave the premises to purchase meals, and immediately return.

Appendix C

INTENT TO USE A PERSONAL LEAVE DAY FORM

I, _____ will be absent from work on _____
(name) (date)

and it is my intent to use a personal leave day.

My use of a personal leave day is in compliance with Article 38, Section
C, of the Master Agreement.

Employee's Signature: _____

Date: _____

Except in cases of utmost emergency, this form MUST BE
submitted to the Director of Building and Grounds.

Refusal to submit a signed form may result in a denial
for the utilization of the day as well as loss of
compensation

Appendix D
Letter of Agreement

Summer Work Schedule (1996)

The parties agree that as a pilot program for the summer of 1996, special work hours will be established under the following terms:

1. After vacations are scheduled by the director of Building and Grounds, forty hour per week employees may elect to work ten (10) hours per day, four (4) days per week.
2. With the exception of paid holidays, the Head Custodian is responsible for scheduling employees to assure that their building is open, and covered, Monday through Friday.
3. The Union President is responsible for scheduling the four (4) day work week for inside/outside maintenance employees.
4. The committee established in Article VII, of this Agreement, shall meet on, or before, April 1, 1997, to evaluate the ten (10) hour day, four (4) day work week; and to discuss whether the program be continued.

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