

3776

6/30/98



Master Agreement

between the

Rochester Community Schools Board of Education

and the

**Rochester Custodial/Maintenance/Grounds/and Transportation Union
A.F.S.C. & M.E., Local 202, Council 25**

1997/98

Note: With Tentative Agreements from 1996 (see Page 62) and 1997 (see Page 70)

Rochester Community Schools

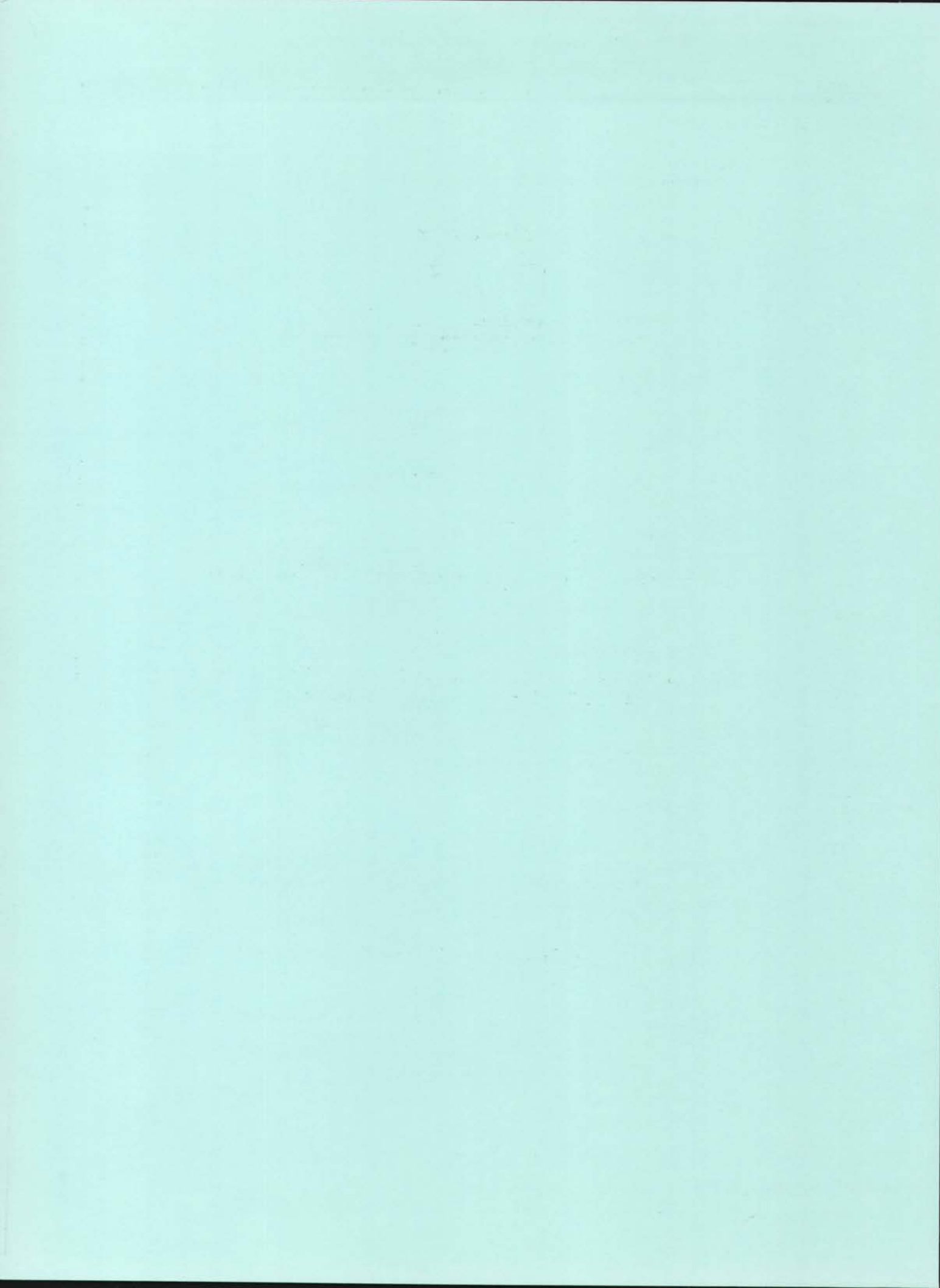


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PREAMBLE

This Agreement entered into this 1st day of July, 1993 between the Rochester Board of Education, hereinafter referred to as the "Board" and the Rochester Chapter of the Local Union No. 202, affiliated with Council No. 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

PURPOSE AND INTENT: It is the general purpose of this Agreement to promote the mutual interests of the Employer and its employees (custodial/maintenance/grounds/utility, transportation, safety and technology) and to provide for the operation of the Employer's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quality and quantity of output, cleanliness, protection of property and avoidance of interruption of services and to promote orderly and peaceful labor relations for the mutual interest of the Employer and custodial/maintenance/grounds/utility and transportation employees and the school children of the Rochester Community Schools.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1
RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of Public Employment Relations Act 379 of the Public Act of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement of those employees of the Board in the bargaining unit herein described.

The Bargaining Unit includes the following permanent, full-time employees:

custodial/maintenance (which includes custodians, maintenance, grounds/utility, floating crew and warehouse employees), bus drivers, reserve drivers, transportation assistants, mechanics, apprentice mechanics, garage attendants, parking lot attendants, A.V. technicians, and Video Graphics Technologist.

The Bargaining Unit excludes, but is not limited to the following:

Custodial Supervisor, Custodial Coordinator, Supervisor of Maintenance/Grounds, Head Mechanic, the Supervisor and Assistant Supervisor of Transportation, substitutes and any other temporary employee, all other supervisory and/or executive personnel, secretarial, clerical, cafeteria as well as any other non-certified and certified personnel not herein named.

1. **Full-time employee:** An employee who is regularly scheduled to work the full day or less on a permanent, daily basis.
2. **Part-time employee:** An employee who is scheduled to work a full day or less on a regular basis but not a permanent basis.
3. **Substitute employee:** A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.
4. **Temporary employee:** An employee who provides services when help is required and said job assignment or position is not of a permanent nature.

- B. If at any future date, a new position is created in the bargaining unit, the Employer will place said position in the proper classification after it has discussed and negotiated the rate of pay for this position with the Union.

ARTICLE 1 - RECOGNITION (cont.)

- C. The term "employee" when used herein shall refer to employees included in the Unit for bargaining as set forth in the paragraphs above and references to male employees shall include female employees. The term "Board" when used herein shall refer to the Board of Education.

- D. The term "designee" or "employer" when used herein shall refer to Administration Center administrators, principals, assistant principals, directors, supervisory or any other administrative personnel who may be authorized by the Superintendent or the Board of Education.

ARTICLE 2
EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee of the Employer shall have the right to freely organize, join, and support the Union for the purpose of engaging in collective negotiation and other lawful activities. The Employer agrees that it will not discriminate against any employee for his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. The Employer specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. The Union and its members may have the right to use school building facilities for meetings in accordance with school policy.
- D. It is the responsibility of the Union and individual members to honor Board policies and Administrative Regulations not to conflict with the Master Agreement. Neither the Union, its representatives, nor any member shall assume administrative or supervisory authority or direct employees to disregard the instruction or directions of administrators or supervisors.
- E. In order to provide continuing health protection for students, it shall be the policy of the Board that:
1. Upon initial employment, each employee will be required to have a physical examination certifying that the individual is capable of carrying out his/her particular assignment. Physicians will be designated and approved only by the Employer.
 2. All drivers of school buses shall submit annually to a Michigan Department of Transportation physical examination. The physician(s) will be designated by the Employer. Physical examination forms will be supplied by the Employer. The Employer will pay the full cost of the REQUIRED physical examination for bus drivers, provided they go to Physician(s) designated by the Employer.
- F. All employees accept the responsibility to strive for excellence in his/her work and to take advantage of opportunities for continually improving his/her skills and relationship with his/her co-workers and with the public.

ARTICLE 2 - EMPLOYEE RIGHTS AND RESPONSIBILITIES (cont.)

- G. Employees are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the School District. Employees, therefore, are responsible to discharge their work assignments with professional proficiency and make a conscientious effort to meet all the reasonable demands of the Board of Education. Employees have a right to expect professional treatment from the employer.
- H. Employees are required to display exemplary behavior as an example to students, parents, community and co-workers and to refrain from actions which will detract from the appropriate image of a dedicated, sincere, and conscientious employee.
- I. When all District facilities are closed by express direction of the Superintendent, including early dismissal, due to natural causes or act of God, employees are not expected to report for duty.

Employees whose work shift commenced prior to the closing of all District facilities will continue to work until buildings are secured and all buses are in. If additional hours of work are authorized by the immediate supervisor, those hours will be compensated at time and one half in addition to their regular rate of pay.

All custodial, maintenance, grounds, mechanics, garage attendants, parking lot attendants, audio visual technicians, and Video Graphics Technologist will be paid for days when school is called off. If employees are authorized by their immediate supervisor to work on those days, they will be paid at time and one half (150%) of their regular rate of pay for their regular day.

- J. No employee or Union representative will engage in union activities or business during any employee's working hours unless receiving permission from the Superintendent/designee.

ARTICLE 3
UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall, as a condition of continued employment, be required to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective, but who join after such date, shall continue membership in the Union for the duration of this Agreement.
- C. Any employee not wishing to become a member shall, as a condition of continued employment, pay a service charge equal to the amount of the monthly dues as a service fee to the local union on or before the 10th day following the 30th day following the effective date of this Agreement.
- D. 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 meet the requirement of Section B or C for the duration of this Agreement on or before the 10th day following the completion of their probationary period.
- E. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.
- F. The Union agrees to indemnify and save the Board, each individual school board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administration agency costs that may arise out of, or by reason of, action taken or not taken by the Employer and/or the Board for the purpose of complying with this Article.
- G. Each employee who, on the effective date of this Agreement is a member of the Union shall, as a condition of employment, maintain his/her membership in the Union. Each employee hired on or after the execution of this Agreement shall, as a condition of employment, become a member of the Union within three (3) months after his/her hiring date or the effective date of this Agreement, whichever is later and thereafter maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Board within thirty (30) days after receipt of written notice to the Board from the Union of the employee's failure to maintain membership in the Union.

ARTICLE 3 - UNION SECURITY (cont.)

- H. Any employee may exercise his/her choice of the following alternate conditions. In lieu of Union membership, any employee may pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. An employee who fails to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default by the employee delivered to the Board by the Union.

**ARTICLE 4
AID TO OTHER UNIONS**

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

**ARTICLE 5
UNION DUES AND CHECK OFF**

A. PAYMENT BY PAYROLL DEDUCTION OR DIRECT TO UNION

Employees may tender the monthly membership dues or service charges by signing an authorization for payroll deduction form, or may pay the same directly to the Union.

Payroll Deduction Form: During the life of this Agreement and in accordance with the terms of an authorization of payroll deduction form, and to the extent that the laws of the State of Michigan permit, the Employer agrees to deduct Local Union membership dues levied in accordance with the Constitution and By-Laws of the Local Union from the pay of each employee who executed an authorization for payroll deduction of dues form.

B. DEDUCTIONS:

Deductions shall be made only in accordance with the provision of an authorization for payroll deduction form together with the provisions of this Agreement.

C. DELIVERY OF EXECUTED AUTHORIZATION OF PAYROLL DEDUCTION FORM

A properly executed copy of an authorization for payroll deduction form for each employee for whom the Union membership dues or service charges are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under authorization for payroll deduction forms which have been properly executed and are in effect. Any authorization for payroll deduction form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

D. WHEN DEDUCTIONS BEGIN

Payroll deductions under all properly executed authorization for deduction forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

E. DELIVERY OF ADDITIONAL PAYROLL DEDUCTION FORMS

The Union will provide to the Employer any additional authorization for payroll deduction forms under which Union membership dues are to be deducted.

ARTICLE 5 - UNION DUES AND CHECK OFF (cont.)

F. REFUNDS

In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Local Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

G. REMITTANCE OF DUES TO FINANCIAL OFFICER

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the tenth (10th) day of the following month.

H. TERMINATION OF PAYROLL DEDUCTIONS

An employee shall cease to be subject to payroll deductions beginning with the month following the month in which he/she is no longer an employee of the School District under this Agreement.

Any employee may cancel the authorization for payroll deduction of dues or service charges upon written notice to the employer and the Local Union two (2) weeks prior to the next payroll period.

I. DISPUTES CONCERNING PAYROLL DEDUCTIONS

Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for payroll deduction form shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer. Until the matter is disposed of, no further deductions shall be made.

J. LIMIT OF EMPLOYER'S LIABILITY

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

K. DISPUTES CONCERNING MEMBERSHIP

Any disputes arising as to an employee's membership in the Union shall be reviewed by the designated representatives of the Employer and a representative of the Local Union. However, the employee may be retained at work while the dispute is being resolved.

ARTICLE 5 - UNION DUES AND CHECK OFF (cont.)

L. LIST OF MEMBERS PAYING DUES DIRECTLY

The Local Union will furnish the Employer, within fifteen (15) days after the effective date of the Agreement, the names of all members paying dues or service charges directly to the Local Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.

- M.** The Employer will furnish the Union a monthly list of all changes of members for whom payroll deductions have been made.

**ARTICLE 6
REPRESENTATION**

- A. There shall be four (4) representation departments within the bargaining unit consisting of:
1. **CUSTODIAL/MAINTENANCE/GROUNDS DEPARTMENT**
 - a. Custodial
 - b. Warehouse
 - c. Floating Crew
 - d. Skilled Maintenance
 - e. Painters
 - f. Grounds/Utility
 - g. Mail/Stock/Utility
 2. **TRANSPORTATION DEPARTMENT**
 - a. Bus Drivers
 - b. Certified Mechanics
 - c. Garage Attendants
 - d. Apprentice Mechanic
 - e. Reserve Drivers
 - f. Transportation Assistants
 3. **SECURITY DEPARTMENT**
 - a. Parking Lot Attendants
 4. **TECHNOLOGY DEPARTMENT**
 - a. A. V. Technicians
 - b. Video Graphics Technologist
- B. The Union shall be represented by one (1) steward and one (1) alternate steward per shift in the Custodial/Maintenance/Grounds Security and Technology departments: one (1) steward and one (1) alternate in the Transportation Department. There shall also be one (1) Chief Steward. The stewards and alternate stewards shall be employees with seniority.
- C. The Union will furnish the Employer with the names of its stewards and alternates when elected and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing. Until the Employer has received written notice of changes from the Union, it shall not be required to deal with such employees purporting to be Union steward representatives.
- D. In the absence of a steward or during overtime period where three (3) or more employees are assigned, the Chapter Chairperson of the Local may designate one (1) of the working employees as temporary steward for these periods.

ARTICLE 7
SENIORITY

- A. New employees hired in a permanent position, other than substitutes and temporary employees, shall be considered as probationary employees for the first ninety (90) calendar days of their job assignment. There shall be no seniority among probationary employees. When an employee, as described above, finishes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority back to the date of hire. The probationary period may be extended for any absences during that period by the amount of said absences.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge and take disciplinary action involving a probationary employee without a grievance filed or processed.
- C. Probationary employees shall be eligible for fringe benefits earned and provided for in this Agreement only at the successful completion of their probationary period.
- D. Seniority shall be counted on a School District-wide basis within the individual's department classification. Employees moving from one job classification to another shall retain District-wide seniority accrued in any other classification or department but not transfer said classification seniority into their new department.
- E. When more than one employee is hired on the same day, seniority will be determined by alphabetical sequence of last names.
- F. The seniority list will show the names and job titles of all employees of the unit entitled to seniority.
- G. The Employer shall provide the Chapter Chairperson with a seniority list on July 1 and January 1. If requested, the Employer will provide a monthly list of changes.
- H. An employee will lose his/her seniority and terminate his/her services with the Rochester Community Schools for the following reasons:
 - 1. Employee quits or retires.
 - 2. Employee is discharged and the discharge is not reversed.
 - 3. Employee is absent for three (3) working days without notifying the Employer. Exceptions to this rule may be made by the Superintendent/designee, provided notification is given to the Employer representative and reasons are acceptable to the Employer.

ARTICLE 7 - SENIORITY (cont.)

4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure provided herein.
 5. If the employee overstays by three (3) days a leave of absence granted for any reason, as hereinafter provided, unless an extension has been granted.
 6. Involuntary layoff for two (2) years or length of seniority in the District, whichever is shorter.
 7. If the employee gives false reason for a leave of absence or engages in other employment during such leave without permission of the Employer.
 8. If the employee falsifies information on his/her application for employment even if the falsity may come to light sometime after the employee's date of hire or date of acquiring seniority.
- I. Notwithstanding their position on the seniority list, stewards in the event of a layoff of any type will continue to work as long as there is a job in their department for which they are qualified and can perform and shall be recalled to work in the event of a layoff on the first open job in their job classification for which they are qualified and can perform.
- J. Notwithstanding their position on the seniority list, the Chapter Chairperson, Vice-Chairperson, and Chief Steward of the Local Union shall, in the event of a layoff, continue to work provided they are qualified for and can perform the work available.

**ARTICLE 8
DISCIPLINE AND DISCHARGE**

- A. The Employer shall not discipline any employee without just cause. The Employer agrees upon the suspension or discharge of a seniority employee to notify, in writing, the Chief Steward of the suspension or discharge.
- B. The suspended or discharged employee will be allowed to discuss his/her discharge with the steward of the department and the supervisor. The supervisor will make available an area where he/she may do so before he/she is required to leave the property of the Employer.
- C. If the decision from the supervisor is still not acceptable to the seniority employee, the matter may be referred to the grievance procedure commencing at Level Three (3) within five (5) working days of the answer given by the supervisor.
- D. All concerns and complaints regarding any suspension or discharge of seniority employees must be processed as identified above; otherwise, the parties will forfeit any further review of their case.
- E. Employees shall have the right to Union representation at all levels of the disciplinary process.
- F. An employee shall be told the purpose and notified in advance of any meeting that may result in discipline.

ARTICLE 9
LAYOFF AND RECALL

- A. Layoff means a reduction in the working force due to a decrease of work or limitation or reduction in operating funds or any other condition beyond the control of the Board.
- B. If it becomes necessary for a layoff, all probationary employees within the affected classifications will be laid off first. Seniority employees laid off from their positions will have bumping rights within their classification on the basis of their department seniority and will be entitled to bump the employee with the least department seniority currently in that classification. Lateral bumping must be requested in writing within ten (10) calendar days from the notice of layoff.
- C. Any employee not possessing the necessary department seniority or desiring to bump laterally as outlined in (B) above may opt to exercise their seniority by bumping the employee with the least department seniority, providing the position is equal in pay or in a lower classification than the employee currently holds and the employee meets the qualifications for the position. Classification ranking will be determined on the basis of wage rates on the Salary Schedule.
- D. An employee not possessing the necessary seniority to bump within a department can exercise seniority gained in a former department and bump the employee with the least seniority in a previously held or lower classification.
- E. Any employee who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.
- F. Employees to be laid off will have at least fourteen (14) calendar days notice of their intended layoff. The Chairperson and Chief Steward shall receive a list of employees being laid off.
- G. Employees laid off through the procedure as stated in this Article shall be maintained on a recall list for a period of two (2) years or length of seniority in the District, whichever is shorter and shall be recalled in reverse order of their layoff.
- H. The Employer may transfer within the departmental classifications on a District-wide basis where operating staff in one or more buildings is reduced due to layoff.
- I. 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 for work within fourteen (14) calendar days from date of mailing of recall notice, he/she shall be considered as having quit.

ARTICLE 9 - LAYOFF AND RECALL (cont.)

- J. Each employee is responsible for keeping the Employer advised, in writing, of any change of address and will not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the Employer, in writing, of his/her change of address.
- K. The Employer shall have no obligation to recall probationary employees who may be laid off.
- L. It is clearly understood that any individual laid off shall automatically terminate and suspend the employer's obligation to salary or fringe benefits under this collective bargaining agreement or any other agreement.
- M. Should an employee be offered a full-time position and refuse such appointment, he/she will lose his/her right to remain on the seniority recall list and shall be considered as having quit.

ARTICLE 10
TRANSFER AND PROMOTION

- A. A transfer is a lateral change within a job classification where there is no addition or increase in compensation; for example, a movement to another building, to another shift, or to another job within the salary classification falls into the definition of a transfer.
- B. Transfer of seniority employees is to be minimized whenever possible. Transfers shall be based upon seniority. Employees placed in a new position by virtue of a transfer may be required to complete a trial period of thirty (30) work days subject to the provisions under Section L. The trial period shall be automatically extended for any absences during that period by the amount of said absence(s).
- C. Employees desiring a transfer must file their request, in writing, within the posted period. The request shall set forth the reason for transfer and the applicant's qualifications, work experience, as well as any other relevant information. Only one (1) transfer in a nine (9) month period shall be permitted. Exceptions to this rule may be permitted by the employer.
- D. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- E. 1. If an employee takes a permanent or temporary position outside of the bargaining unit in Rochester Schools for more than ninety (90) calendar days, he/she will have the right to return to his/her former position during the ninety (90) days. The employer will post the employee's position for temporary promotion.
- After ninety (90) calendar days, the employee's position shall be posted and filled in accordance with this Article. The ninety (90) calendar-day period for temporary positions may be extended by agreement of the Union and the employer.
2. An employee who takes a position outside of the bargaining unit shall retain seniority accumulated while working in the bargaining unit.
- Such employees who desire to return to the unit shall be allowed to use their accumulated bargaining unit seniority to apply for any open position that remains vacant after such job has been posted as a transfer/promotion for current bargaining unit employees.
- F. If any transfer or reassignment would place an employee's seniority in jeopardy, the Employer agrees that it will discuss the situation with the Union in order to provide for the protection of the seniority of the employee(s) involved.

ARTICLE 10 - TRANSFER AND PROMOTION (cont.)

- G. Employees temporarily transferred to a lower classification shall be paid at his/her regular rate. Employees working in a higher classification shall be paid at the rate of the higher classification.
- H. All vacancies within the bargaining unit will be posted within ten (10) calendar days of determining there is a vacancy. The vacancy will remain posted for a period of seven (7) calendar days. Postings will list the reason for filling the vacancy. Whenever possible, the Employer will fill the vacancy within five (5) calendar days of the posting deadline.
- I. A promotion is an upward change in an open job classification within the bargaining unit which results in additional compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay. Employee(s) interested in a promotional position shall apply within the above stated posting period to be considered for the promotion.

Promotions to entry level positions shall be made on the basis of seniority and prior completion of a predetermined set of training programs. It is understood that employees bidding between departments are only eligible to apply for entry level positions in the other department.

- J. All promotions to bargaining unit positions shall be made first from within the department on the basis of seniority and ability, providing bargaining unit members apply.

The seniority employee meeting the minimum job qualifications will be granted up to a ninety (90) calendar day trial period to determine: 1) his/her desire to remain on the job; 2) his/her ability to perform this job. Any absences during the trial period shall automatically extend the trial period for a like number of days. Employees not granted a promotion may have their application reviewed. If the employee is not satisfied with the results of that review, the matter may then become proper subject for the grievance procedure beginning at Step 2.

- K. The decision of the Employer regarding promotional positions shall be written and be available for posting within five (5) working days after the decision. In the event the employee with the most seniority is not granted the promotion, the reasons for denial shall be given, in writing, to the employee and Chief Steward, if requested in writing by the employee.

ARTICLE 10 - TRANSFER AND PROMOTION (cont.)

- L. During the ninety (90) calendar day trial period, the employee shall have the opportunity to revert back to his/her former position and a letter of explanation shall be submitted to the Employer. If at any time during the trial period, the Employer believes the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former position and notice of such action shall be submitted to the Chief Steward, in writing with a copy to the employee. The employee returned to his/her former position shall retain salary and seniority status as previously enjoyed before the promotion.

- M. An employee who requests and is granted a transfer (excluding bus drivers) shall remain on the job for nine (9) months before he/she becomes eligible to request another transfer. Exceptions to this rule may be made by the Employer.

- N.
 - 1. An employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed his/her probationary period in the classification from which he/she had been promoted.

 - 2. Probationary Reserve Drivers who promote to Bus Driver will be required to complete their probationary period but will not be subject to the 90 day trial period (Sections J and L).

 - 3. Regular and probationary Transportation Assistants who promote to Reserve Driver will be required to complete a 90 calendar day trial period. During the trial period, the employee will have the right to return to his/her former position according to Section L.

- O. Employees requesting and receiving a transfer or demotion to a lower classification shall be paid at the rate of said assignment.

- P. A voluntary demotion is a change to a lower job classification within the work departments. Voluntary demotions are to be minimized whenever possible. Voluntary demotions shall be based upon seniority. Employees placed in a new position by virtue of a voluntary demotion may be required to complete a trial period of thirty (30) work days. The trial period shall be automatically extended for any absences during that period by the amount of said absence(s).

- Q. Demotions, transfers and promotions are allowed only within an employee's representation department as defined in the Representation Article of the Agreement. Exceptions to this rule may be permitted by the employer.

ARTICLE 10 - TRANSFER AND PROMOTION (cont.)

R. TEMPORARY ASSIGNMENT

1. Offer position within building and if not filled, a substitute may be used.
2. When it is determined that the length of absence causing the vacancy will be sixty (60) days or more, the position will be posted District-wide for temporary assignment. When it is determined that the length of absence causing a vacancy in the Maintenance & Operations Department will be sixty (60) days or more, the position will be posted District-wide for temporary assignment to a Department employee. If the vacancy occurs in the Transportation Department, it will be posted for temporary assignment to a member of that department.
3. An employee taking a temporary assignment will return to his/her former position at the conclusion of the temporary assignment.
4. Seniority employees taking a temporary assignment will retain that position in the event the previous employee cannot return to work. Position will not be re-posted.

ARTICLE 11
LEAVES OF ABSENCE

- A. General leaves of absence for reasonable periods not to exceed one (1) year, upon written request to the Superintendent or his/her designee, may be granted to employees who are on seniority status without loss of seniority for good cause; such leave may be cancelled if the employee is employed during the leave. General leaves of absence may be extended for a period not to exceed one (1) year at the discretion of the Superintendent. Leaves of absence will be rescinded only by mutual consent of the employee and the employer.
- B. An employee granted a leave of absence by the Employer of more than six (6) months may be given a position upon his/her return provided there is an opening in his/her job classification and job assignment (the position held immediately prior to the granted leave), and he/she has given proper notice. An employee on a leave of absence of six (6) months or less shall be returned to his/her regular position. No seniority employee shall be laid off in order to create a position for an employee wishing to return from a granted leave.
- C. An employee is required to notify the appropriate supervisor in writing at least fifteen (15) days preceding the expiration date of a leave indicating his/her desire to return, request an extension, or resignation. An employee on a leave of absence of three (3) months or less will be required to submit only a seven (7) day written notice. An employee must make application for reinstatement within the time limit specified and if the employee does not provide such notice, he/she shall be deemed to have terminated his/her employment with the Rochester Community Schools unless an exception to this rule has been made by the Superintendent/designee.
- D. Re-employment of an employee on a leave of absence of more than six (6) months will be conditioned by the availability of a vacancy existing within the employee's job classification and assignment as indicated at the time the leave was granted. The Employer's obligation to re-employ an employee shall end six (6) months after the termination of the leave.
- E. The notice of intention to return to duty after a health or maternity leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his/her duties.
- F. Employees granted a leave of absence shall maintain their accumulative sick leave days remaining at the time the leave was granted less any deductions for days used. All benefits cease to accumulate during the leave except seniority for those on approved medical or maternity leave of absence. Hospitalization insurance will be paid for three (3) months while on an approved Medical Leave or Maternity Leave.

ARTICLE 11 - LEAVES OF ABSENCE (cont.)

- G. Leaves of absence may be granted for the following good causes, by way of illustration but not limited to: 1) education; 2) maternity; 3) medical; 4) military; and 5) Union business.
- H. Eligibility for any leave of absence requires a minimum of six (6) months continuous employment by the School District immediately prior to such leave of absence.
- I. No accrual of seniority shall be granted during leave of absence except for medical or maternity leaves of absence.
- J. While an employee is on a leave of absence for less than six (6) months, temporary employees may be hired. Such temporary employees shall not accumulate seniority and may be terminated upon expiration and return of the employee from his/her leave of absence.
- K. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Board shall be granted a temporary leave of absence for a period up to, but not to exceed one (1) year or the term of office, whichever may be shorter, provided a written request from the Union and the employee is received by the Board. The total number of persons allowed this type of leave shall not exceed one (1) person within any fiscal year.
- L. Each fiscal year, two (2) seniority members of the Union elected to attend a convention may be granted a maximum of two (2) work days with pay, plus any approved leave days remaining as a total number of days approved with pay. The use of approved leave days will be deducted from their sick bank. It is understood that not more than three (3) such members may be allowed to attend a Union convention in any fiscal year.
- M. The Employer cannot guarantee the return of any employee to a specific building or special assignment at the conclusion of the period of absence. The Employer will make every effort to return an employee who has been on leave of absence to the same or comparable job that he/she held before the leave.
- N. At the expiration of a leave and as stated in the sections above, if an employee does not return and no extension is granted, his/her removal and termination of employment with Rochester Community Schools becomes automatic.
- O. The Union shall be given notice when an employee is granted a leave or granted an extension of a leave of absence.

ARTICLE 12
SICK LEAVE

- A. All seniority custodial/maintenance/grounds employees and any other twelve (12) month employee shall accumulate fourteen (14) sick days per year earned at the rate of 7/6th days per calendar month, and all seniority bus drivers and garage attendants and any other ten (10) month employee shall accumulate twelve (12) sick days per year earned at the rate of 6/5th days per calendar month. Accumulation of sick days not used shall be unlimited.

- B. Credited and accumulated sick days may be used for personal illness or illness in the immediate family. The immediate family for sick leave purposes is defined as: parents, spouse, children, grandparents, or any dependent living in the same household. A maximum of seven (7) sick leave days may be granted under the provisions of this Article for illness in the immediate family which will be charged against the employee's sick leave accumulations. Exceptions to this provision may be made by the Superintendent.

- C. All employees shall accumulate sick leave from the date they are hired. Probationary employees can accumulate sick leave but cannot receive sick or approved leave pay until the completion of their probationary period and then only on a pro-rated basis for the first year of employment.

- D. After completion of the employee's first year of employment, an employee will be credited in advance with sick leave allowance for the entire next year which may be used by the employee after working one (1) FULL pay period following the commencement of that fiscal year providing no absences occur during said pay period. If an employee overdraws from his/her credited sick leave accumulation more days than have actually been earned and, if repayment is not made in sick days when earned and accrued, the sick days used will be deducted from the final paycheck. If a sufficient amount to cover the number of sick days used is not available in the employee's final check, the employee shall refund to the Employer the amount of overpayment.

- E. Employees shall be entitled to five (5) days with pay to attend the funeral of any member of their immediate family. Extensions may be made by the Superintendent/designee. The immediate family for funeral leave is interpreted as the mother, father, wife, husband, daughter, son, sister, brother, in-laws, grandparents, or other dependents living in the same household. Said days will be deducted from the employee's sick leave accumulations. Employees who wish to attend the funeral of a fellow employee or former employee, or who serves as pall bearer at a funeral (not covered under immediate family), may be allowed one (1) day annually deducted from sick leave accumulation.

ARTICLE 12 - SICK LEAVE (cont.)

- F. Employees who regularly work less than full-time, eight (8) hours, shall accumulate sick leave, pro-rated, according to the average number of hours worked per day and months per year.
- G. Employees who have exhausted their sick leave credit and are still unable to return to work, but are on a Medical Leave, may be paid for any unused vacation credit at the end of the fiscal year on a prorated basis.
- H. An employee shall not accumulate sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- I. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday but will not be charged for a day of sick leave.
- J. Employees on leaves of absence without pay, shall not accumulate sick leave during such periods.
- K. Routine health examinations or dental appointments which might be scheduled during vacation periods shall not be covered.
- L. Sick leave days shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for religious purposes, for hunting, for fishing, or other recreational activities, etc.
- M. Proof of illness may be required at any time.
- N. Upon approval of the Superintendent/designee, two (2) days of accumulated or credited sick leave may be used annually as approved leave days. Approved leave days shall be interpreted as those which require the presence of the employee at affairs that cannot be arranged or handled at a time other than during the regularly scheduled work day. Applications must be made directly to the Superintendent or his designee for approval; this request must include a general statement in support of the request. The employee's immediate supervisor will be notified of the approved dates of approved leave day by the Superintendent/designee. It is understood that under emergency circumstances, a prior notice (one week) may not be possible. The approved leave day is not provided for casual or indiscriminate use. Approved leave may mean an activity the employee indicates requires his/her presence during the work day and is of such a nature that it cannot be attended to at a time when the employee is not at work such as:
 - 1. Legal business
 - 2. Court appearance
 - 3. Medical
 - 4. Funeral
 - 5. Graduation
 - 6. Immediate family commitments
 - 7. Other reasons as approved

ARTICLE 12 - SICK LEAVE (cont.)

- O. Any employee who is absent because of an injury or disease compensable under the Michigan Workers Compensation Law shall receive from the Employer, the difference between the allowance under the Workers Compensation Law and the regular salary up to the employee's current cumulative sick days with no deductions for sick days. Any employee absent as stated above may not return to work until securing a release and a certified statement from a physician.

Any employee will automatically be entitled to seven (7) calendar days of coverage by the Employer for any injury compensated under the Michigan Workers Compensation Law with no deduction of sick days.

1. Injuries shall be reported to the appropriate immediate supervisor as soon as possible but not later than (6) calendar days of the occurrence. The Employer shall provide an accident/injury report form to the Employee not later than three (3) calendar days of the occurrence.
2. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate and; if he/she is required to report back to the doctor during working hours, he/she will be paid for the time lost.

- P. The Employer shall pay any seniority employee called for jury duty or attendance at any court pursuant to subpoena by other than those mentioned in the immediate family (see Sick Leave, Section I-E) the difference between the amount received from jury duty and the regular pay, if either the employee or the Superintendent/designee is unable to have the employee excused from such assignment. An employee who receives witness or jury duty interview and appearance notice must notify his appropriate administrator within five (5) days of such notice. To be eligible for jury duty or witness pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates he received pay for jury duty and/or witness fees.

Q. SICK LEAVE PAYOFF

An employee who is employed by the Rochester Community Schools for five (5) or more years and who either retires or dies or resigns with ten (10) years of service will be compensated for unused sick leave days. Seventy-five percent (75%) of the employee's current daily rate will be paid for fifty percent (50%) of the unused sick leave days. This payment will be paid on the last regular paycheck the employee receives.

ARTICLE 12 - SICK LEAVE (cont.)

- R. Employees with five or more years of service who retire or die; receive \$60.00 per each year of service to the Rochester Community Schools as a bargaining unit member.
- S. When requested by the Union, the employer will schedule annual informational meetings, seminars with employees for purpose of discussing Workers Compensation and other insurance benefits.

**ARTICLE 13
HOURS OF WORK**

**A. HOURS OF WORK - ALL EMPLOYEES EXCEPT BUS DRIVERS AND
TRANSPORTATION ASSISTANTS**

1. The regular working day for custodial/maintenance/grounds employees will as a rule consist of eight (8) hours per day. Exceptions to this rule will be discussed in Special Conferences. The first shift will usually start at 7:00 a.m. and end at 4:00 p.m. with one hour or one-half hour for lunch without pay. Employees working the second shift, which usually starts at 4:00 p.m. and ends at 12:00 midnight, or the third shift, which usually starts at 11:00 p.m. and ends at 7:00 a.m., shall receive eight (8) hours compensation for seven and one-half (7-1/2) hours work and one-half (1/2) hour paid lunch period. Such paid lunch period is allowed in lieu of a shift differential.
2. **SHIFT DEFINITION**
The first shift is any shift that regularly starts on or after 5:00 a.m. but before 12:00 noon. The second shift is any shift that regularly starts on or after 12:00 noon but before 6:00 p.m. The third shift is any shift that regularly starts on or after 6:00 p.m. but before 5:00 a.m. The above definition is for shift premium consideration.
3. **RELIEF PERIOD**
First shift employees may take a relief period of not more than fifteen (15) minutes in the A.M. or first half of their shift and a relief period of not more than fifteen (15) minutes in the P.M. or the last half of their shift. The second and third shift employees may take a relief period of not more than fifteen (15) minutes in the first half of their shift and a relief period of not more than fifteen (15) minutes in the last half of their shift. Relief periods shall be taken at a time that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in a lengthening of the lunch period or a shortening of the working day, unless specifically arranged with the immediate supervisor to cover unusual occasions. During overtime, an employee shall be given a relief period of fifteen minutes for every two (2) hours worked.
4. **CALL-IN-PAY**
An employee reporting for emergency call-in duty shall be guaranteed two (2) hours pay at the rate of time and one-half.

ARTICLE 13- HOURS OF WORK (cont.)

5. The lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department. Such lunch hours will not be considered as part of the regularly assigned work day.
6. **OVERTIME PAY AND PREMIUM PAY**
 - a. Time and one-half shall be paid for all hours worked over eight (8) hours per day and forty (40) hours per week when approved by the immediate supervisor.
 - b. Time and one-half (150%) will be paid for Saturday except when a shift starts on Friday and continues into Saturday, or starts on a regular work shift and continues into a holiday.
 - c. Double (200%) time will be paid for all hours worked on Sunday or on paid holidays.
 - d. Overtime pay shall not be pyramided.
 - e. Building checks will be compensated as follows:
 - 1/2 hour Elementary
 - 1 hour Secondary
- B. **EQUALIZATION OF OVERTIME HOURS**
 1. Equalization of overtime hours will be administered by the guidelines as set forth herein.
 2. Overtime hours shall be divided as equally as possible among seniority employees in the same classification in their building or work area (Grounds/Utility, Maintenance, Mechanic, Garage Attendant, Parking Lot Attendant, Audio Visual Technician, and Video Graphics Technologist). An up-to-date list showing overtime hours for all seniority employees will be posted and recorded in all buildings.
 - 3.a. When overtime is required within a classification, the person with the least number of overtime hours in that classification within their building or work area (grounds/utility, maintenance, mechanic & garage attendant) will be called first and so on down the list within each building in an attempt to equalize the overtime hours. If there is no acceptance or no one in the classification within the building, seniority employees in other classifications shall be called, these employees may sign up for the overtime in the Maintenance Office by signing the outside overtime list. Employees on the outside overtime sign-up sheet will be called on the basis of least number of overtime hours charged to them provided they are capable of doing the work. The employer will keep an up-to-date outside overtime list. This paragraph includes custodial, maintenance, grounds/utility, mechanics & garage attendants.

ARTICLE 13- HOURS OF WORK (cont.)

- 3.b. 1. All overtime hours, with the exception of "Act of God" day, and building checks and security problems, will be charged to building overtime lists. Only the first two hours worked on an "act of God" day will be excluded for those normally scheduled to report for work.
2. Overtime will be assigned at the earliest possible time by the building Head Custodian. Overtime assignments for weekend work should be made by midnight Wednesday.
3. Overtime assignments from the Maintenance & Operations Office should be with as much advance notice as possible to the employees.
4. If overtime is required after assignments have been made for a weekend, the additional overtime will be scheduled without adjusting the previously assigned overtime.
5. If there are multiple overtime assignments available at a building on a given day, the assignments will be made on the basis of the respective activity starting time.
6. Some overtime assignments may require an employee with specialized skills or building knowledge. This would include such things as power failures, mechanical equipment problems, etc. The assigned employee will have all overtime hours worked charged to the building overtime charts.
7. If unscheduled overtime is required at a building at the conclusion of a regular work shift, the employees assigned to the shift will be asked first for overtime. If there is no acceptance, alternate shift employees and then outside overtime employees will be contacted in that order.
8. If long-term project work can be anticipated, every effort will be made to share the overtime work between all work shifts.
9. Scheduled overtime work assignments will be split between employees by the Maintenance & Operations Office if it is determined that the health or safety of the employees is a concern. The request to split an overtime assignment must be originated by the building employees.
10. Employees who work overtime assignments must turn in time cards to the Head Custodian as soon as possible after the completion of the work assignment but no later than the employee's first work shift following the overtime assignment.
11. Head Custodians and/or Assistant Head Custodians only are authorized to make adjustments to the building overtime charts.
12. If there is no acceptance of an overtime assignment and no work completed, all employees who had been asked to work will not be charged.

ARTICLE 13 - HOURS OF WORK (cont.)

4. For the purpose of this section, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employee(s) working during that overtime assignment.
5. Overtime hours will be computed and maintained from July 1 through June 30 of each fiscal year. On or about July 1 of each fiscal year, a new updated overtime list will be posted. This new list will reflect the excess overtime hours worked by employees in each classification over the lowest number of hours worked within that classification. The above shall also apply to the outside overtime list.
6. Employees that change classification will be charged with the highest number of overtime hours that exists in their classification on the day he/she is placed in said classification.
7. Newly hired, rehired, or transferred employees who successfully complete their probationary period will be charged with overtime as indicated in Section 6.
8. The Employer will endeavor to continue to provide the opportunity for employees in the grounds/utility, and maintenance classifications to share in the overtime assignments. However, due to the complexity of job assignments, skills needed, equipment available, etc., the overtime hours in these classifications will not always be equalized; but the Employer will endeavor to equalize whenever possible.
9. It is understood that overtime hour assignments for employees may be unequal from time to time.
10. The employer shall provide 24-hour notice for overtime whenever possible.

C. HOURS - BUS DRIVERS AND TRANSPORTATION ASSISTANTS

1. **REGULAR RUNS** - Bus drivers and assistants will select the series of runs assigned to a specific bus as regular AM and PM runs for the school year prior to the opening of school in order of seniority and ability. If, during the year, a run becomes vacant or is a newly created permanent run, the driver or assistant will be permitted to transfer to such vacant run in order of seniority, ability, and any other relevant factors required by law. Drivers and assistants will be permitted a maximum of two (2) changes (excluding original bid and original kindergarten bid) during any one school year.

ARTICLE 13 - HOURS OF WORK (cont.)

- C. 2. Bus drivers shall complete satisfactorily, the required Michigan Department of Transportation physical examination prior to two (2) weeks before the report is due to the State Department of Education and furnish such evidence to their supervisor on or before the bid date. Employees who have successfully completed the above required physical and other necessary requirements will be eligible to bid on runs.
3. Whenever additional runs or minor alterations or adjustments of existing runs are required after the opening of school, the assignment of such runs shall be made in the best interests of the children and the efficient and economical operation of the transportation department by the Transportation Supervisor.
4. Kindergarten and permanent noon runs will be assigned on a bid basis as provided for in Section C-1. All kindergarten and permanent noon runs shall have a designated first alternate. In the event the original driver cannot continue the run for the remainder of the school year, it shall be posted and bid as prescribed in C-1 above. Kindergarten and permanent noon runs not covered by either the regular or first alternate driver will be assigned to the next driver on the work list. Any alternate, who refuses three (3) offers of noon work shall be removed as an alternate and the position will be posted.
5. Extra runs are defined as those runs other than regular runs that require regular routes and schedules for a special activity over a period of time in excess of one (1) week. Such runs will be assigned to the seniority driver/assistant available who meets state requirements, which will not interrupt the regular run. All assigned extra runs will be posted for seven (7) calendar days indicating assigned driver/assistant, time and destination. An extra Work List (excluding field trips) will be available for daily sign up by drivers/assistants. This list will be kept in seniority order, but the list will not be equalized. Drivers will replace Drivers and Transportation Assistants will replace Transportation Assistants. An Extra Office and Work List will be provided for employee sign-up. This list will be kept in seniority order, but the list will not be equalized.
6. Field Trip assignments will be equalized from a list of drivers/assistants who indicate, not later than September 15th or January 15th of the school year, their desire to take such trips. Any regular driver/assistant not on this posted list will not, as a rule, be assigned any field trips. If regular drivers/assistants on the field trip eligibility list are not available for field trip assignment (as indicated below in C-6e), a substitute or temporary employee may be assigned to take field trips. Any driver/assistant added to the list after the 15th of September for field trips shall be assigned the highest number of accumulated hours of the group.

ARTICLE 13 - HOURS OF WORK (cont.)

Weekday field trip and weekend field trip lists shall be governed by the provision of this section.

- a. An equalization list for field trips will be posted and updated on Monday, whenever possible. Any driver/assistant unavailable or refusing an assigned field trip will be charged for the hours. After three (3) refusals, the driver/assistant will be dropped from the list.
 - b. At the end of the school year, field trip hours will be totalled and any excess hours carried forth to the beginning of the school year. Any new driver/assistant added to the list shall be charged the highest number of accumulated hours on the list after the probationary period.
 - c. Drivers/Assistants assigned field trips shall be notified as early as possible but no later than an overnight notice. Drivers/Assistants who receive less than an overnight notice will not be charged for the trip if they refuse it.
 - d. Drivers/Assistants are not allowed to exchange or accept a field trip for another driver/assistant unless previously assigned by the Supervisor of Transportation or his/her designee.
 - e. Field trips shall be assigned to field trip drivers/assistants (as indicated in C-6 above) providing the field trip as scheduled does not interfere with their regular route assignments. Field trips that are in conflict with the field trip driver's/assistant's regular route schedule shall be assigned to the next field trip driver/assistant whose work schedule is not in conflict or as indicated in C-6.
 - f. Substitute or reserve drivers/assistants may take the field trip to the destination when the time on said field trip interferes with a regular drivers'/assistants' P.M. run. The regular driver/assistant on the eligibility list that is up for field trips will be allowed to pick up the scheduled field trip as identified above, whenever possible.
 - g. Any field trip six (6) hours or more or of a full day duration (departure 9:00 a.m. or earlier continuing until approximately 3:00 p.m. or later) shall be assigned to a regular driver/assistant on the eligibility list who is next in line for the field trip, whenever possible.
 - h. All Saturday, Sunday, and holiday field trips shall be given to the regular drivers/assistants on the eligibility list.
7. On overnight trips, drivers/assistants will be charged on the equalization list for the mutually agreed amount of paid time for that complete event.

ARTICLE 13 - HOURS OF WORK (cont.)

8. The Employer shall provide each bus driver/assistant a "Notice of Intent" form before the end of the school year on which the driver/assistant will indicate whether he/she will be returning to work for the coming school year. The completed "Notice of Intent" shall be returned to the Employer on or before the date indicated on the form. Failure to return the form as required will be deemed a resignation by the employee and will be recorded as a "resignation without proper notice" in the employee's personnel file. A copy may be retained by the employee.
9. The Employer will endeavor to schedule a bid day for drivers/assistants within a two (2) week period prior to the first official day of school, whenever possible. Transportation Assistants will be allowed to re-bid annually, no later than October 31.
10. If there is a question regarding a driver's/assistant's time assigned for any route, an audit will be conducted as soon as possible.
11. **OVERTIME - REGULAR RUNS**
 - a. Time and one-half (150%) will be paid for all hours worked over eight (8) hours per day and forty (40) hours per week on regular runs. Time and one-half (150%) will be paid for hours worked on Saturday.
 - b. Double (200%) time will be paid for all hours worked on Sundays and paid holidays.
 - c. Overtime pay shall not be pyramided.
12. **OVERTIME - FIELD TRIPS**
 - a. Time and one-half (150%) shall be paid for all hours worked over eight (8) hours per day.
 - b. Time and one-half (150%) will be paid for all hours worked on Saturdays.
 - c. Double (200%) time will be paid for all hours worked on Sunday and on paid holidays.
 - d. Overtime pay shall not be pyramided.
 - D. In the case of an extreme emergency in an immediate family situation (defined in Sick Leave, Section B), a special conference may be scheduled between the Employer and the employee to discuss the possibility of a temporary shift change (not to exceed 30 working days).
 - E. If the Employer concurs with the emergency of the situation, shift preference within the classification on the same level may be granted on the basis of the employees involved submitting a mutually signed agreement. Transportation Assistants will rebid in January, 1992.

ARTICLE 14
UNION BULLETIN BOARDS

- A. The Employer will provide a bulletin board in each building which may be used by the Union for posting notices for the following:
 - 1. Notices of recreational and social events
 - 2. Notices of local union elections
 - 3. Notices of results of local union elections
 - 4. Notices of meetings
- B. The bulletin board shall not be used by the Union for posting or distributing pamphlets of political matters. The Union shall have the exclusive use of the bulletin board assigned to the Union in each building.
- C. Copies of all notices will be forwarded to the Assistant Superintendent of Business Affairs if requested.
- D. There shall be no other general distribution or posting by employees or Union representatives of pamphlets of political matters, notices or any part of literature upon Board's property other than that approved by the Employer.

ARTICLE 15
SPECIAL CONFERENCES

- A. There may be established under this Article a closed forum, hereinafter called "special conference". It is understood by the parties that the special conferences are not to be construed or utilized as a grievance hearing. It is not to be considered as negotiations.
- B. Special conferences for important matters including health and safety will be arranged by the Chapter Chairperson or Chief Steward and the Employer by mutual consent of the parties. The Union may appoint not more than eight (8) members to represent their organization and the Employer may have a like number if it so desires. Such meeting shall be between at least two (2) representatives of the Employer and of the Union.
- C. Arrangements for the conferences shall be made in advance and an agenda provided, in writing, prepared by the party requesting the conference; the agenda shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those matters included in the agenda. The name of the persons to be present shall be submitted prior to the conference.

ARTICLE 16
MISCELLANEOUS PROVISIONS

- A. Because every building has problems particular to itself, due to facilities, personnel, and the public, the involved employees are encouraged to jointly develop solutions to the common problems that are not inconsistent with state law, School Board Policy, this Agreement or other higher courts, if applicable.
- B. The Union, expecting its members to conduct themselves in all aspects of their job responsibilities and employment in an ethical and proper manner, shall exert all reasonable effort to rectify any action or attitude that may be considered as improper or detrimental to this Master Agreement.
- C. The Employer may, at its discretion, require that employees provide medical data from the employee's doctor for any illness or injury that requires an employee to be absent from work three (3) days or more.
- D. Supervisors and/or work leaders may perform bargaining unit work providing it does not deprive regularly employed employees of an opportunity to work. Such work will not be done on a regular basis. Exception to this rule is the work assignment of the Head Mechanic.
- E. Duly authorized Union representatives may be permitted to transact official Union business on school property provided they do not interfere with or interrupt work activities or normal school operations. Any duly authorized Union representative must first secure permission from the building principal and/or appropriate administrator(s) to conduct said business. Such business will be transacted in private.
- F. When an employee desires to terminate his/her employment, there must be at least ten (10) working days notice of resignation with no absences during said period, in writing, given to the immediate supervisor. Resignations of shorter notice shall automatically forfeit any and all benefits, except if the resignation is of an emergency nature (such as sickness in the family, death, etc.)
- G. Resignations automatically forfeit accruing additional rights and benefits. In the event of re-employment, such employee shall be considered as a new employee.
- H. The Employer may make adjustments and modifications in working conditions it deems necessary for temporary and/or experimental work schedules, new and/or different methods of operations, technological and/or innovative approaches in the overall work operation of the School District that the Employer would like to make part of its operation. The changes made under this section will be for a period of not more than six (6) months. Extension of this time period must be mutually agreed upon by the parties.

ARTICLE 16 - MISCELLANEOUS PROVISIONS (cont.)

- I. Time lost by unauthorized absence from duty will result in a proportionate salary reduction.
- J. An employee shall, upon request, have access to his/her personnel file retained by the Department of Human Resources. An employee shall have a right to obtain copies of all materials, except those as limited by Act 379, upon request.

**ARTICLE 17
COMPENSATION**

A. SALARY

The hourly rates of employees covered by this Agreement are set forth in Schedules A and B entitled **EMPLOYEES SALARY SCALE**, which are as attached to and incorporated in this Agreement.

B. VACATION

1. An employee shall be eligible to receive accrued vacation benefits after attaining seniority retroactive to the first day of official permanent employment. Seniority employees shall earn credits toward vacation with pay in accordance with the following schedule based on the service rendered during a fiscal year, July 1 to June 30.

**12 MONTH SCHEDULE (CUSTODIANS/MAINTENANCE/GROUNDS/MECHANICS/
GARAGE ATTENDANTS/AV TECHNICIANS/VIDEO GRAPHICS TECHNOLOGIST)**

Less than one (1) year 1/2 day per month

1st complete year continuous with the
Rochester Community Schools through the
4th complete year 10 days

5th complete year continuous with the
Rochester Community Schools through the
10th complete year 16 days

11th complete year continuous with the
Rochester Community Schools 17 days

12th complete year continuous with the
Rochester Community Schools 18 days

13th complete year continuous with the
Rochester Community Schools 19 days

14th complete year continuous with the
Rochester Community Schools 20 days

15th complete year continuous with the
Rochester Community Schools 21 days

ARTICLE 17 - COMPENSATION (cont.)

10 MONTH SCHEDULE (TRANSPORTATION: BUS DRIVERS, GARAGE ATTENDANTS,
TRANSPORTATION ASSISTANTS & PARKING LOT ATTENDANTS)

Less than one (1) year 1/2 day per month

1st complete year continuous with the
Rochester Community Schools through the
4th complete year 6 days

5th complete year continuous with the
Rochester Community Schools 8 days

15th complete year continuous with the
Rochester Community Schools 9 days

2. Credit will be earned only for those months in which an employee received pay for the majority of the scheduled working days of that month.
3. A vacation may not be postponed from one year to the next and made cumulative, but will be forfeited unless taken during the fiscal year.
4. If an employee is laid off or retires, he/she will receive any unused vacation credit, including any that might have been accrued in the current fiscal year.
5. Employees eligible for vacation benefits will be paid vacation days on the basis of their rate per hour and hours per day of their average regularly scheduled work day.
6. Vacations for twelve (12) month employees may be scheduled throughout the year based upon approval and as determined by the Employer. The decision of the number of personnel allowed to take vacations during periods other than summer, Easter and Christmas holidays will be vested solely with the Employer. Employees are eligible to take only those days they have accrued.
7. Vacations are to be arranged by mutual consent and are to be taken during the period following one (1) week after the school year ends and one week prior to the official opening of school for the next school year.
8. Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the School System. Insofar as it is possible within this limitation, vacations shall be scheduled at a time satisfactory to the employee. Preference shall be accorded to employees on a seniority basis.

ARTICLE 17 - COMPENSATION (cont.)

9. Vacations will be taken in a period of consecutive days. Exceptions to this rule may be made upon written request. Unless approved by the appropriate supervisor, vacations shall be scheduled for periods of not less than one (1) week at a time or not less than the number of days to which the employee is entitled, whichever is smaller. Vacations may be split into one or more weeks providing such scheduling does not interfere with the efficient operation of the department and/or classification.
10. Employees will be paid their current daily and/or hourly rate of pay while on vacation and will receive credit for any benefits provided for in this Agreement.
11. When a designated holiday is observed by the Board on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
12. A vacation may not be waived by an employee and extra pay received for work during that period.
13. If an employee becomes ill prior to his/her vacation and the illness continues into his/her scheduled vacation period and he/she is under the care of a licensed physician, his/her vacation will be rescheduled as soon as possible. In the event his/her incapacity continued through the fiscal year, he/she will be awarded payment in lieu of his/her earned vacation.
14. Vacations will be granted in accordance with the request of the employee so far as possible on a seniority basis provided that the employees submit their request to their appropriate supervisor on or before April 15th of each year.
15. Ten month employees who work in their department during the summer will get one vacation day.
16. Vacation days will be taken only in increments of a half (.5) or a full (1.0) day. Every vacation request must be submitted, in writing, on District forms.

ARTICLE 17 - COMPENSATION (cont.)

C. HOLIDAYS

The following are the recognized holidays with pay for seniority employees as set forth by conditions stated below:

**CUSTODIANS/MAINTENANCE/GROUNDS - 12 MONTH EMPLOYEE SCHEDULE
MECHANICS/GARAGE ATTENDANTS/A.V. TECHNICIANS/
VIDEO GRAPHICS TECHNOLOGIST**

January 1	1 day
Good Friday	1 day
Monday following Spring Break	1 day
Memorial Day	1 day
July 4	1 day
Labor Day	1 day
Thanksgiving Day	1 day
Friday following Thanksgiving	1 day
December 24	1 day
December 25	1 day
December 26	1 day
December 31	1 day

**TRANSPORTATION - 10 MONTH BUS DRIVERS/GARAGE ATTENDANTS/
TRANSPORTATION ASSISTANTS/PARKING LOT ATTENDANTS**

January 1	1 day
Mid-Winter Break/Monday	1 day
Mid-Winter Break/Friday	1 day
Good Friday	1 day
Memorial Day	1 day
Labor Day	1 day
Thanksgiving Day	1 day
Friday following Thanksgiving	1 day
December 24	1 day
December 25	1 day
December 26	1 day
December 31	1 day

1. It is the intent of this section to provide drivers/assistants with two (2) days pay, at their current rate for their current regular hours, for Mid-winter Friday and Mid-winter Monday holidays. Most Rochester Community Schools drivers/assistants will be off work per the Rochester Community Schools calendar.

If a driver/assistant chooses to work on these two (2) days to drive students who are scheduled in another educational facility, the driver/assistant will be compensated two (2) paid holidays at their regular rate for their regular hours. It is not the intent of this section to pay double time for working on these holidays. These holidays are not to be combined with other holiday or vacation periods.

ARTICLE 17 - COMPENSATION (cont.)

2. Employees will receive pay calculated at their current rate based upon their hours per day of their regular scheduled work day at their regular straight time rate.
3. When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday for the purpose of this Agreement. In the event that such holiday shall fall on a Sunday, it shall be observed for the purpose of this Agreement on the following Monday.
4. If any of these holidays fall on a scheduled school day, the Board and the Union shall meet to reschedule said holiday.
5. Salary for a holiday shall be paid when the scheduled work day, preceding and succeeding the holiday is worked. If the employee indicates that illness was the cause of such absence, the employee shall furnish a doctor's statement, certifying the illness, within three (3) days after such absence if requested by the appropriate supervisor or designee of the Board.
6. The Employer will schedule Christmas and New Year's for consecutive days off whenever possible.

D. UNIFORMS

The Board agrees to provide each seniority, full-time, permanent custodial, maintenance and security employees with four (4) permanent press uniforms. The uniform shall consist of a shirt and trousers of a quality and color as may be selected by the Employer. It shall be the responsibility of the employee to clean and repair the uniform as required and replace any part of the uniforms (4 sets) as needed. Each employee will have available at least three (3) sets of uniforms in good, presentable and clean condition at all times.

1. Employees with less than one (1) year service with the Rochester School District will receive two (2) sets of uniforms. Seniority employees with more than one (1) year of service with the Rochester Community Schools will have a total of four (4) sets of uniforms provided by the Employer.
2. Clothing allowance will be \$188.00.

Each seniority employee will receive a clothing allowance on a prorated, annual basis.

ARTICLE 17 - COMPENSATION (cont.)

3. Employees will assume the responsibility to wear a clean, neat uniform with emblem during all working hours unless special consideration is granted by the appropriate administrator. Emblems will be provided by the Employer.
4. A rain coat, cap and boots will be provided to the grounds, maintenance, mechanics, garage attendants and security employees for inclement weather. Insulated coveralls and insulated boots will be provided to mechanics, garage attendants, grounds persons, and parking lot attendants for cold weather. The Employer will provide safety shoes for mechanics, grounds and warehouse employees. Such uniforms and equipment shall remain the property of the School District. If any uniform or other equipment is not returned to the District, said prorated cost of replacement will be deducted from the employee's paycheck. Maintenance employees will be provided coveralls, winter jackets, and safety equipment for sewer work.
5. The Employer will endeavor to provide a change of uniform on a once a day basis for mechanics, garage attendants, and grounds persons, whenever possible.

E. LONGEVITY

Seniority employees shall receive longevity benefits, at the end of the fiscal year, on the basis of their gross annual earnings, provided their services have been on a continuous basis with the Rochester Community Schools. Longevity will be paid according to the table below:

1.5% after seven	(7) continuous years of service
2.5% after twelve	(12) continuous years of service
4.0% after fifteen	(15) continuous years of service
5.0% after twenty	(20) continuous years of service

Longevity payments will be made on a regular payroll check. The tax rate will be changed to two (2) payrolls to compensate for the extra income.

F. COST OF LIVING

All salary schedules in this section shall be supplemented each year in relation to the increase in the C.P.I. (Consumers Price Index) Cost of Living Index. For every 4/10's of one percent (.4%) the Cost of Living increases from July 1st to June 30th, the employee's rate per hour will be increased by one (1) cent per hour. The increase will be granted based on a minimum of two (2) cents per hour and a maximum of six (6) cents per hour to be added to the salary each year (for July 1, 1993 to July 1, 1994).

ARTICLE 17 - COMPENSATION

Cost of Living (cont.)

- a. The above cost of living allowance will not change the base rate for any pay grade but will be added only to the employee's straight time hourly earnings as indicated above.
- b. Cost of living will apply only to those employees who are employed as of July 1st each year it takes effect.
- c. Example: (based on C.O.L.A. reaching maximum)

3 cents per hour added 7-1-94

G. MILEAGE

1. The approved travel expense rate will be established each July 1st at the Internal Revenue Service Mileage Rate. Mileage will be paid for building checks.
2. The Board will reimburse any employee who is required to get a chauffeur's license up to \$30.00 on accounts payable check.

H. TRANSPORTATION

1. Field trips will be paid at regular rate of pay for all time spent from office to office. Drivers/Assistants shall be paid a minimum of two (2) hours for field trips.
2. Rates for regular runs shall apply to time audited by the Supervisor of Transportation or his/her designated representatives. Such audited time shall be from office to office and shall include thirty (30) minutes per day to warm up the bus, perform safety checks twice a day, sweep bus at least once a day, and park the bus. Time shall not include gas up of bus.
3. There is a 5-hour guaranteed time. Of this 5-hour guarantee, there will be a minimum of two (2) hours in either the morning or the afternoon.

These hours will have a fixed, scheduled time for bid day. Noon kindergarten run (2 hours) and call-in for any one of the above when such run is non-continuous to an existing run or trip (2 hours).

4. Drivers/Assistants shall be paid for extra time beyond their regular audited time allowed when such time is required because of inclement weather conditions, bus breakdown or any other emergencies and/or whenever requested by the Supervisor of Transportation or his/her designee to assume additional driver/assistant responsibility.

ARTICLE 17 - COMPENSATION

Transportation (cont.)

5. All drivers/assistants shall be paid their regular day's salary when reporting for an assigned work day. Drivers/Assistants will be paid for days when school is in session and buses are not running.
6. All time computation shall be paid to the nearest one-tenth (1/10) of an hour.
7. Drivers will receive their regular rate of pay (up to a maximum of seven (7) hours for attending State Certification classes.
8. Drivers shall receive two (2) hours minimum pay for taking State drivers tests on Saturdays.
9. Drivers shall receive one (1) day's pay for bus cleaning and run prep and write-up at the beginning of the year.

I. The maximum tool allowance will be as follows:

Mechanics	\$290
Attendants	\$201

Tool Replacement - If the total tool compliment is stolen or destroyed due to fire or theft, the District will replace the tool compliment up to \$4,000.

J. DRIVER TRAINERS

- 1) Driver Trainers will be paid for time spent training including:
 - a) two (2) hours minimum for taking new drivers for road tests on Saturdays
 - b) two (2) hours minimum for providing preparation for road testing during the school year or summer to drivers going for re-certification.
- 2) The District will equally distribute and rotate assignments to the trainers.
- 3) Trainers to be paid hourly rate for attending required classes at Oakland Schools.
- 4) Drivers interested in becoming Trainers shall notify the Transportation Supervisor by June 1.

K. All drivers/assistants shall be paid their regular day's salary when reporting for an assigned work day. When school is closed due to adverse weather conditions or any other conditions, drivers/assistants will not be expected to report to work but shall be paid for a full work day with no deductions from their sick leave bank. In the event such a school day is rescheduled, drivers/assistants will work the rescheduled day without pay because they were previously paid for the work day. If an employee does not work, the snow day will be deducted from the employee's paycheck. Sick days cannot be used for these make-up days.

L. The Employer will provide a voluntary salary contribution program for health and child care expenses.

1993/94 - SCHEDULE B
EMPLOYEE'S SALARY SCALE

CLASSIFICATION	PROBATION	1ST YR.	2ND YR.	3RD YR.
Custodial I	12.62	13.23	13.45	13.87
Elem. Asst. Hd. Cust.	12.90	13.51	13.73	14.17
Elem. Hd. Custodian	13.12	13.73	13.95	14.39
M.S. Asst. Hd. Cust.	13.12	13.73	13.95	14.39
M.S. Hd. Custodian	13.32	13.81	14.14	14.58
H.S. Asst. Hd. Cust.	13.26	13.86	14.07	14.50
H.S. Hd. Custodian	13.49	14.09	14.29	14.75
Ad. Cntr. Asst. Hd. Cust.	13.12	13.73	13.95	14.39
Ad. Cntr. Hd. Cust.	13.32	13.91	14.14	14.58
Warehouse Laborer	12.68	13.28	13.50	13.93
Hd. Warehouse	13.12	13.73	13.95	14.39
Floating Crew	13.05	13.65	13.86	14.29
Mail/Stock/Utility	13.23	13.84	14.05	14.49
Grounds	13.76	14.25	14.46	14.91
Hd. Grounds	13.97	14.48	14.69	15.12
Maintenance	13.88	14.48	14.68	15.13
Hd. Maintenance	14.26	14.78	15.02	15.40
Painter	13.90	14.43	14.64	15.06
Hd. Painter	14.11	14.73	14.95	15.38
Garage Attendant	12.68	13.28	13.50	13.93
Apprentice Mechanic	12.95	13.56	13.77	14.18
Mechanic	13.61	14.11	14.34	14.78
Trans. Assistant	9.32	9.61	9.74	10.14
Res. Driver	11.99	12.28	12.57	13.15
Bus Driver	12.69	13.21	13.48	14.00
V. G. Technologist	13.32	13.91	14.14	14.58
A. V. Technician	14.16	14.66	14.91	15.29
Pk. Lot Attendant	11.99	12.28	12.57	13.15

Salary Schedule frozen at 1993/94 compensation rate.

If the compensation for any of the following unions is increased for 1993/94:

- Rochester Administrators Association
- Rochester Cafeteria Association
- Rochester Para-Professionals Union
- Rochester Secretarial Association
- Supervisors and Coordinators

then the 1993/94 compensation for this Master Agreement will be increased by the same amount.

1994/95 Salary re-opener only.

SCHEDULE C
COLA ROLL IN

1993/94	Custodial I	Bus Driver
	\$13.84	\$13.97
	<u>.03</u>	<u>.03</u>
	\$13.87	\$14.00

ARTICLE 18
BENEFIT PROTECTION

- A. A group term life benefit policy with AD&D for full-time permanent, seniority employees (five hours or more per day); and for permanent, part-time seniority employees (three to five hours per day). The selection of the benefit carrier shall be made by the Board of Education.

<u>5 or more</u>	<u>3 - 5</u>
27,000	22,000

- B. This group life benefit shall begin when the employee has:
1. Satisfactorily completed his/her probationary period, and
 2. Properly completed the necessary forms.
- C. All permanent, full-time seniority employees employed on a ten (10) or twelve (12) month, full-time basis (5 hours per day or more) will be eligible for hospital medical hospitalization coverage, semi-private comprehensive under the Blue Cross and Blue Shield plan substantially equal coverage. All eligible employees who are not declared heads of household or principal wage earner (as defined by the Internal Revenue Service) and who are not otherwise covered will be provided with the same coverage on a single subscriber basis. In the event that full family benefit coverage is not available through the spouse of the Rochester Community Schools employee, the employee will be eligible for the full family or single subscriber benefit coverage as stated below.
- D. The Board will provide fully paid hospitalization benefits as indicated below or substantially equal coverage (Comprehensive hospital with riders: D45NM, IMB; semi-private; MVF-1 with riders, OB, ML, Master Medical; Medicare option; exact fill; pre-hospitalization determination and mandatory second opinion) for all permanent, full-time (five hours per day or more), to regularly employed ten (10) month or twelve (12) months employees who have satisfactorily completed their probationary period on the following basis:
1. The Board will pay 2/3 premium payment for employees working less than five (5) hours a day but working three (3) or more hours. The Employer will continue to pay premiums or hospitalization coverage during the summer months for all employees who were eligible during the course of the work year.

ARTICLE 18
BENEFIT COVERAGE (cont.)

2. For the appropriate coverage, the employee may be required to certify, in writing, that he/she is entitled to such benefit coverage. The employee shall notify the Employer of any change in their coverage status immediately upon any change.

Upon request, the employee may be required to submit proof of "supporting spouse or family or declared head of household". Refusal or failure to submit proof could lead to the suspension of the benefit coverage to such employee. There is no limitation of time for which this provision may be invoked.

3. To be eligible for hospitalization benefit, the employee must be working, or on approved paid sick leave (as indicated in Article XII, Sick Leave). Employees on leave of absence, except medical leave, in excess of three (3) weeks shall be required to pay for the benefit or else it will be terminated.
4. There shall be no duplication of hospitalization benefit. The employee must notify the Department of Human Resources of any personal duplicated benefit coverage -- either through personal coverage or coverage from spouse's or family's benefit plan. If the employee is covered by any other duplicated hospitalization benefit, the Employer's obligations under this provision shall be waived.
5. Violation of certification indicated in D-3 above shall require the employee to reimburse the Board for all payments made in his/her behalf with interest thereon.
6. The Employer will pay the cost of a prescription rider for each eligible seniority employee (full-time, full work year basis five hours or more per day). Employees working less than five (5) hours a day, but working three (3) or more hours will be paid as indicated in Section D-1.

HOSPITALIZATION OPTION

If an employee eligible for full hospitalization does not take hospitalization, they will receive the following:

- 1) An additional Death Benefit \$50,000 A D & D.
- 2) Prescription coverage \$0.00 co-pay.
- 3) Vision care at 100% of the reasonable and customary provided below.
- 4) 1993/94 \$55 per month for a tax deferred annuity.

The annuity will be selected by the employee from among the Board approved carriers. The payment will be made in January and June. (By law, FICA tax will be taken out of pay checks for the TSA amounts.)

ARTICLE 18
BENEFIT PROTECTION (cont.)

E. DENTAL BENEFIT

Seniority employees employed on a full-time, full work year basis (5) hours or more per day will be eligible for a dental plan selected by the Board for said employee and all eligible dependents.

No deductible; Class A - 100%, Class B - 60%, and Class C - 60%

F. or, the P.P.O. "Family" Option.

G. LONG TERM DISABILITY BENEFIT

The Board will provide long term disability income benefit to cover all regular seniority employees under the age of 70 working at least twenty-five (25) hours per week after 364 calendar days of illness or disability. Such benefit shall not exceed payment of 2/3 of his/her regular salary, at time of illness or disability, subject to a maximum benefit of \$1,500.00 per month and reduced by any amounts paid or payable under Workers Compensation, Social Security, or any other earned income. Said compensation, as described above, is subject to the terms of the contract with the respective benefit carrier.

H. OPTICAL BENEFIT

Seniority employees employed on a full-time, full work year basis (3.5 hours or more) will be eligible for an optical plan elected by the Employer. When optical services are required, you should follow the procedure outlined below:

1. Obtain a blue claim form from your school office or the Employee Benefits Office.
2. Take the form with you for your appointment and have the provider complete the lower portion of the form.
3. Pay the provider for the services rendered, turn in the completed claim form to the Employee Benefits Office. You will be reimbursed according to the reasonable and customary amounts listed below:

EYE EXAM \$ 75.00

LENSES

Single vision	\$ 84.00
Bifocal	\$120.00
Trifocal	\$135.00
Photogray	\$117.00
Contacts	\$176.00
(incl. disposable contacts)	

FRAMES \$92.00

ARTICLE 18 - INSURANCE PROTECTION
OPTICAL BENEFIT (cont.)

Under this plan, we will pay 80% of the actual charge for the covered services or 80% of the above dollar amount; whichever is lesser. Employees on the Option to Health Benefit Plan will be paid at 100% of the above dollar amounts.

This plan will cover:

1. One exam each year
2. One set of lenses each year
3. One set of frames each year
4. One set of contacts each year in lieu of all other frames and lenses benefits.
5. Prescription sun glasses if the plan has not paid for regular glasses or contacts in that 12-month period.
6. Unmarried children who are between the ages of 19 and 25, provided they are dependent on you for a majority of their support.

The benefit year is July 1 through June 30.

Unused benefits from previous benefit periods do not accumulate to current period for payment.

To receive payment, claims must be filed no later than 180 days after the end of the benefit year in which you receive service.

- I. The benefits stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.
- J. Upon termination or layoff of employment with the Employer, the employee's benefits as described above will cease to be paid by the Employer.
- K. The Employer, by timely payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the benefit coverage as described above. The failure of an benefit company to provide any of the benefits which it has contracted, for any reason shall not result in any liability to the Board/Employer or the Union, nor shall such failure be considered a breach by either of them of any obligation under this Article.
- L. Subject to the terms of the contract with the respective benefit carriers, it is the intent of the parties that benefits provided for in this Article shall commence on the first compensable working day of the seniority employee and that coverage shall remain in effect continuously for the duration of this Agreement as long as the employee is actively employed by the Employer or otherwise eligible as indicated by this Master Agreement.

ARTICLE 18
BENEFIT PROTECTION (cont.)

- M. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by a company hereunder shall be controlling us in all matters concerning benefits, eligibility and termination of coverage, and other related matters as long as the Employer complies by paying the timely premium.
- N. Differences between employee(s) or beneficiaries of employee(s) and any benefit company shall not be subject to the Grievance Procedure.

ARTICLE 20
WAIVER 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board nor the Union, unless mutually agreed, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not referred to or covered in this Agreement.

ARTICLE 21
ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements or past practices between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto.

ARTICLE 21
GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged dispute or violation of a specific Article or Section of this Agreement. There shall be an earnest effort on the part of the grievant, the Union, and the Board/Employer to settle the grievance through the following steps. Any employee(s) who believe he/she has been unjustly dealt with may grieve up to and including Step 4 of the grievance procedure.
- B. The time limits specified herein for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the seniority employee or the Union, in behalf of the seniority employee, fails to appeal a grievance or grievance answer within the stated time limits, the involved grievance shall be deemed abandoned and settled on the basis of the Board/Employer's last answer.

In the event the Board of Education representative does not reply within the time limit specified, the grievance may proceed to the next step unless the grievant or the Union, on behalf of the seniority employee, indicates otherwise.

- C. Each grievance must be initiated within seven (7) working days of the occurrence of the grievance or, if the seniority employee did not have knowledge of the grievance at the time of its happening, then within seven (7) working days after the aggrieved becomes aware of the cause of the grievance.
- D. Any written agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by any individual.
- E. Where more than one (1) written grievance involving the same issue has been filed and processed through the grievance procedure to STEP THREE, the parties may, by mutual written agreement at STEP THREE, select one of the grievances as representative of the group. The remaining grievance shall then be held in abeyance at STEP THREE while the selected representative grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievances held at STEP THREE.
- F. In the event it becomes necessary for the Steward to be involved in handling a grievance, the appropriate Union Steward will be allowed reasonable time during working hours, without loss of pay, for the proper handling of grievances. The appropriate supervisor or principal may grant permission to the appropriate Steward, with the exception of drivers during their regular scheduled driving times, to leave their work for a reasonable period of time and no Steward shall leave his/her work without first obtaining permission.

ARTICLE 21

GRIEVANCE PROCEDURE (cont.)

Stewards shall perform their regularly assigned work at all times and must not leave their building unattended, except when granted permission to leave their work as provided herein, and the privilege granted to stewards to leave their work is subject to the understanding that they will expeditiously devote such time to the proper handling of grievances and must report back promptly when their part in the grievance adjustment has been completed, and they will not abuse such privilege.

- G. If the Steward is required to go into another building other than his/her own in the handling of a grievance, the principal at both buildings (or all buildings involved) must be notified; permission will be granted provided that it does not unduly interfere with or interrupt or affect work or school operations or assigned duties. It is the responsibility of the above mentioned Steward to report to the building principal before their conference with any employee. If, in the opinion of the principal or the immediate supervisor of the Union member, such Union activity is interfering with classroom activity or assigned duties, such Union activities will be postponed.
- H. Except as set forth above, no Steward or any other employee shall be granted time off for the purpose of handling Union matters, affairs, or grievances unless specific permission has been granted by the supervisor or principal.
- I. CLAIMS FOR BACK PAY:
All grievances must be filed, in writing, within seven (7) days from the time the alleged violation was to have occurred or knowledge of occurrence. The Board shall not be required to pay back wages for more than fourteen (14) days prior to the date a written grievance is filed unless it involves a payroll error.
1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
 2. No decision in any one case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.

ARTICLE 21
GRIEVANCE PROCEDURES (cont.)

STEP ONE

Within seven (7) working days of the time an alleged grievance occurs or as stated in Section C above, the grievant and/or Steward will present the grievance, in writing, to his/her immediate supervisor during non-working hours, whenever possible. The aggrieved employee shall have the right to request representation by a Steward.

The Steward and the aggrieved shall be allowed to confer regarding the grievance and if they so desire, a meeting on the alleged grievance shall take place between the parties with the objective of resolving the matter informally. The grievance form shall be signed by the parties involved in the grievance at STEP ONE with a copy given to the grievant. Within five (5) working days after discussion of the alleged grievance, the immediate supervisor shall give his/her written answer to the grievant and the Union.

STEP TWO

- a. In the event that the grievant is dissatisfied with the result of the meeting in STEP ONE, then a signed, written "Statement of Grievance" shall be submitted to the appropriate supervisor within seven (7) working days after the STEP ONE answer by the grievant or the Union, in behalf of the grievant.

The "Statement of Grievance" shall name the employee or employees involved, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to be violated by appropriate reference, state the contention of the employee with respect to these provisions, indicate the relief requested, and shall be signed by the employee involved or appropriate union representative.

- b. A meeting on the alleged grievance shall take place between the grievant, Steward, and the appropriate supervisor(s) if requested by the grievant, and the appropriate supervisor(s) and/or administrator(s) within five (5) working days.
- c. The written answer of the appropriate supervisor and/or administrator shall be given to the grievant with a copy to the Union within five (5) working days of the date of the meeting indicated in STEP TWO-b above.

STEP THREE

- a. If the grievance is not satisfactorily settled in STEP TWO, then the grievant and the Union shall have the right to appeal.

ARTICLE 21

GRIEVANCE PROCEDURE (cont.)

the decision of STEP TWO within seven (7) working days of receipt of said answer or time limits indicated in STEP TWO-c. Such appeal, "Statement of Grievance", shall be directed to the Superintendent of Schools/designee.

- b. A meeting on this grievance shall take place within ten (10) working days of the date of receipt of the grievance as prescribed in STEP THREE-a. The grievant, Chief Steward, and one (1) other Union representative to be named by the Union and the Superintendent and/or his/her designee(s) shall meet in an attempt to resolve the grievance.
- c. The Superintendent and/or designee(s) shall render a written decision within five (5) working days to the grievant and the Union after the date of the STEP THREE-b meeting.

STEP FOUR

If the grievance remains unresolved at the conclusion of STEP THREE, it may be submitted for binding arbitration at the request of the Union, provided written notice of the request for submission to arbitration is delivered to the Superintendent within ten (10) working days from the date of the Superintendent's written decision at STEP THREE. The parties shall have ten (10) working days to agree upon a mutually acceptable arbitrator from the date of the written notice to arbitrate. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted, in writing, and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration.

POWERS OF THE ARBITRATOR

It shall be function of the arbitrator, and he/she shall be empowered, except as his/hers powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

ARTICLE 21

GRIEVANCE PROCEDURE (cont.)

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He/she shall have no power to establish salary scales or to change any salary.
3. If there is a question of the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. 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.
4. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above and below. It shall be binding on the Union, its members, the employee or employees involved, and the Board and its agents.
5. The fees and expenses of the arbitration shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 22
NO STRIKE CLAUSE

- A. The Local Union officers and/or employees for the term of this Agreement shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336 and as amended or may be hereinafter amended by Public Act 379 or any other appropriate act. Strike shall also be defined to include slowdowns, stoppages, sit-in, picketing, boycotts, work stoppage of any kind, 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 full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the Rochester Community Schools. No lockout of employees shall be instituted by the Employer during the term of this Agreement.
- B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:
1. Delivering immediately to the Employer a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and,
 2. taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
 3. The Union will take prompt, affirmative action to prevent strikes and picketing or any other action as described in this Article by notifying the employees and the public that the Union and its officers and membership disavows their actions.
- C. Should differences arise between the Employer and the Union and/or employees as to the interpretation or application of the provision(s) of this Agreement, or should any dispute of any kind arise, it is agreed that there shall be no work stoppages, walkouts, or slowdowns, picketing, etc., or any other type of concerted action until the entire Grievance Procedure has been exhausted and said situation resolved.

ARTICLE 23
BOARD'S RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal and to promote and transfer all such employees.
3. To determine the work schedules, the hours of the working day and the duties, responsibilities and assignments of all employees represented by the Union.

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

ARTICLE 24
MECHANIC CERTIFICATION

A. Initial stage of Certification Program:

1. The initial stage of the bus mechanic certification program shall allow those mechanic employees who possessed valid certificates to receive a wage adjustment for all hours worked, both straight and overtime and including any holiday pay.

B. General Principals of the Rochester Community Schools Bus Mechanic Certification Program:

1. The certification program is an attempt to encourage the school bus mechanics of the Rochester Community Schools to achieve certification in the ASE Certification Program.
2. The employee is responsible for his/her registration and registration fee, if any, to both the State and ASE certification program.
3. Should the current program offered by the State and ASE as outlined in the ASE Bulletin of Information Fall 1978 or the publication entitled, Questions Most Often Asked or the publication issued by the Michigan Secretary of State dated May 15, 1978, change; the administration shall meet with the Union to evaluate the continuance of the program as outlined herein.
4. An employee holding certificates in the same area from both the State of Michigan and ASE shall receive the higher wage adjustment but not both.
5. The wage adjustment shall be rescinded for any and all certificates that expire or are invalidated for any reason.
6. Failure of an employee to inform the administration that his/her certificate has expired or become invalid, shall subject him/her to immediate disciplinary action.

C. PHASE I - MICHIGAN STATE CERTIFICATES

1. Certificates issued by the Michigan Department of State Bureau of Automotive Regulation - Mechanic Certification Division, Lansing, Michigan in the following areas are applicable to the Rochester Certification Program:

AUTOMOBILE

- a. Suspension and Steering
- b. Automatic Transmissions/Transaxles
- c. Manual Drive Train and Axles
- d. Tune-up

ARTICLE 24
MECHANIC CERTIFICATION (cont.)

HEAVY DUTY TRUCK (School Bus)

- e. Gasoline Engines
- f. Drive Train
- g. Brakes
- h. Suspension and Steering
- i. Electrical Systems
- j. Diesel Engines

2. The mechanic who possesses a certificate and has properly filed it with the Transportation Supervisor is eligible for a \$.05 per hour wage adjustment for each certificate he/she achieves in the areas outlined in paragraph C-1.

D. PHASE II - ASE CERTIFICATES

1. Certificates issued by the Automotive Service excellence in the following areas are applicable to the Rochester Certification Program.

AUTOMOBILE

- | | |
|--|------------|
| a. Automatic Transaxles | Test No. 2 |
| b. Manual Drive Transmission and axles | 3 |
| c. Suspension and steering | 4 |
| d. Engine Performance Tune Up | |

HEAVY DUTY TRUCK (School Bus)

- | | |
|--------------------------|--------------|
| e. Gasoline Engines | Test No. T-1 |
| f. Drive Train | T-3 |
| g. Brakes | T-4 |
| h. Suspension & Steering | T-5 |
| i. Electrical Systems | T-6 |
| j. Diesel Engines | |

2. The mechanic who possesses certificates and has properly filed them with the Transportation Supervisor is eligible for a wage adjustment for each certificate he/she achieves in the areas outlined in paragraph D-1. in the amount of .48 cents each.

ARTICLE 24

MECHANIC CERTIFICATION (cont.)

E. RE-CERTIFICATION

1. It shall be the full responsibility of the employee to re-certify if he/she wishes to continue receiving the wage adjustments.
2. The employee shall be responsible for the cost and fees for re-certification.

F. WAGE ADJUSTMENT DATE

1. Adjustment will be made on the first day of the payroll period after receipt in the Human Resources Department. Any employee wishing to receive a wage adjustment based on certification must submit a properly authorized certificate.

G. CERTIFICATION/INCENTIVE PROGRAM

- 100 hours of inservice
- 2 certificates maximum
- 1993-94 - .8 cents per certification
- Administration develops guidelines with Union assistance
- Written proof required
- All employees except mechanics

H. The Rochester Community Schools will participate in the AFSCME Journeyman certification Program.

I. The Board and the Union will implement an Apprenticeship Program for Maintenance positions.

**ARTICLE 25
SAVE HARMLESS**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

**ARTICLE 26
RETIREMENT**

All seniority employees are members of the Michigan Public School Employees Retirement System. The Board will abide by the provisions of Act 91 P.A. 1985.

**ARTICLE 27
DURATION OF AGREEMENT**

This Agreement represents the entire Agreement between the Board and the Union and supersedes all prior Agreements between the parties and shall become of full force and effect from July 1, 1993, and continue in full force and effective until midnight, June 30, 1995, and from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the terms of this Agreement or before the end of any annual period thereafter of its desire to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 13th day of September, 1993.

ROCHESTER CUSTODIAL/MAINTENANCE/
GROUNDS/& TRANSPORTATION
EMPLOYEES
A.F.S.C.M.E.,
COUNCIL 25, LOCAL 202

ROCHESTER BOARD OF EDUCATION

BY Gordon R. Montross
Gordon Montross
Chapter Chairperson

BY Irene Connors
Irene Connors
President, Board of Education

BY Dennis Andersen
Dennis Andersen
Chief Steward

BY Darlene Janulis
Darlene Janulis
Secretary, Board of Education

BY Ellen Keith
Ellen Keith
Council 25, Staff Representative

BY John Schultz
John Schultz
Superintendent of Schools

BY Larry Westley
Larry Westley
Exec. Director Human Resources

Members of Union Team
Ellen Keith (Chief Spokesperson)
Dennis Andersen
Kevin Bigger
Chris Bobek
Rich Fuller
Merlina Lotoczky
Gordon Montross
Jeanne Monohan
Tom Woudstra

Members of Board Team
Larry Westley (Chief Spokesperson)
John Ruggero
Gary Senical
John Vavruska

ROCHESTER COMMUNITY SCHOOLS
BOARD OF EDUCATION

TENTATIVE AGREEMENT

WITH THE

ROCHESTER CUSTODIAL/MAINTENANCE/GROUNDS
AND TRANSPORTATION UNION

AFSCME, LOCAL 202, COUNCIL 25

MAY 1, 1996

ARTICLE	PARAGRAPH/CHANGE
1. RECOGNITION	Change dates.
2. EMPLOYEE RIGHTS & RESPONSIBILITIES	No change.
3. UNION SECURITY	No change.
4. AID TO OTHER UNIONS	No change.
5. UNION DUES AND CHECK OFF	No change.
6. REPRESENTATION	A.4.b. Delete Video Graphics Technologist.
	No other changes.
7. SENIORITY	No change.
	SENIORITY DATES:
	11-15-90 Lori Forman
	03-12-92 Jennifer Sevon
8. DISCIPLINE DISCHARGE	No change.
9. LAYOFF AND RECALL	No change.
10. TRANSFER AND PROMOTION	I. & J. Promotion language is not in agreement, and is scheduled for fact-finding.
11. LEAVES OF ABSENCE	No change.
12. SICK LEAVE	A. to Q. No change.
	R. Increase Terminal Leave from \$60.00 to \$75.00.
	S. No change.
13. HOURS OF WORK	A. to C. 8. No change.
	C. 9. Delete - Transportation Assistants will be allowed to re-bid annually, no later than October 31.

C. 10. to D. - No change.

E. Delete - Transportation Assistants
will rebid in January, 1992.

14. UNION BULLETIN
BOARDS No change.

15. SPECIAL
CONFERENCES No change.

16. MISCELLANEOUS
PROVISIONS No change.

17. COMPENSATION A. to D. 1. No change.

D. 2. Increase uniform allowance:
95/96 - \$195
96/97 - \$200
97/98 - \$205

D. 3. to H. No change

I. Increase the tool allowance by
\$5.00 for Mechanics & Attendants.

J. No change.

K. Add Parking Lot Attendants.

L. No change.

SALARY SCHEDULES

95/96 2%
96/97 2%
97/98 2%

Schedule C - Cola Roll In
- No change.

18. BENEFIT
PROTECTION

A. Increase life insurance to
\$25,000. & \$30,000.

B. & C. No change.

D. Change Hospitalization as follows:

Add PPO Drug Rider

Add Family Continuation Rider

Add Well Baby Rider

Add Routine Mammograms Rider

Add Prostate Specific Antigen
Rider

HOSPITALIZATION OPTION

OPTION 1 95/96 \$5.00 Drug
95/96 \$60.00 TSA
96/97 \$65.00 TSA
97/98 \$70.00 TSA

OPTION 2 95/96 \$85.00 TSA
96/97 \$90.00 TSA
97/98 \$95.00 TSA

E. & F. No change.

G. Increase Long Term Disability
benefit from \$1,500 to \$2,000.

H. Optical benefits - increase 5%.

I. to N. No change.

19. WAIVER CLAUSE No change.

20. ENTIRE AGREEMENT
CLAUSE No change.

21. GRIEVANCE PROCEDURE No change.

22. NO STRIKE CLAUSE No change.

23. BOARD'S RIGHTS No change.

24. MECHANIC CERTIFICATION A. to D. 1. No change.

D. 2. Increase Certification from
.48 cents to .50 cents.

Add Technicians to certification program.

E. to H. No change.

I. Delete

Apprenticeship Program has been
developed.

25. SAVE HARMLESS No change.

26. RETIREMENT ; No change.

27. DURATION OF AGREEMENT Change date and names:

ADDITIONAL CHANGES

1. The Stoney Creek Custodial position will be paid on the Elementary Assistant Head Custodial pay schedule.
2. The Grounds Pesticide Certification Program is going to Fact-Finding.
3. The Garage Attendant position will now be paid on the Regular Bus Driver pay schedule.

ef

1994/95 - SCHEDULE D
EMPLOYEE'S SALARY SCALE

CLASSIFICATION	PROBATION	1ST YR	2ND YR	3RD YR
Custodial I	13.03	13.66	13.88	14.32
Elem. Asst. Hd. Cust.	13.32	13.95	14.17	14.63
Elem. Hd. Custodian	13.54	14.17	14.40	14.85
M.S. Asst. Hd. Cust.	13.54	14.17	14.40	14.85
M.S. Hd. Custodian	13.75	14.25	14.60	15.05
H.S. Asst. Hd. Cust.	13.69	14.31	14.52	14.97
H.S. Hd. Custodian	13.93	14.54	14.75	15.22
Ad. Cntr. Asst. Hd. Cust.	13.54	14.17	14.40	14.85
Ad. Cntr. Head Cust.	13.75	14.36	14.60	15.05
Warehouse Laborer	13.09	13.71	13.94	14.38
Hd. Warehouse	13.54	14.17	14.40	14.85
Floating Crew	13.47	14.09	14.31	14.75
Mail/Stock/Utility	13.66	14.29	14.50	14.96
Grounds	14.20	14.71	14.92	15.39
Hd. Grounds	14.42	14.95	15.16	15.60
Maintenance	14.33	14.95	15.15	15.61
Hd. Maintenance	14.72	15.25	15.50	15.89
Painter	14.35	14.89	15.11	15.54
Hd. Painter	14.56	15.20	15.43	15.87
Garage Attendant	13.09	13.71	13.94	14.38
Apprentice Mechanic	13.37	14.00	14.21	14.64
Mechanic	14.05	14.56	14.80	15.25
Trans. Assistant	9.63	9.93	10.06	10.48
Res. Driver	12.38	12.68	12.98	13.58
Bus Driver	13.10	13.64	13.92	14.45
V.G. Technologist	13.75	14.36	14.60	15.05
A.V. Technician	14.62	15.13	15.39	15.78
Pk. Lot Attendant	12.38	12.68	12.98	13.58

Salary Schedule frozen at 1992/93 compensation rate.

If the compensation for any of the following unions is increased for 1993/94:

- Rochester Administrators Association
- Rochester Cafeteria Association
- Rochester Para-Professionals Union
- Rochester Secretarial Association
- Supervisors and Coordinators

then the 1993/94 compensation for this Master Agreement will be increased by the same amount.

revised 4/29/96

**1995/96
EMPLOYEE'S SALARY SCHEDULE**

CLASSIFICATION	PRQB	1ST YR	2ND YR	3RD YR
Custodial I	13.32	13.96	14.19	14.64
Elem. Asst. Hd. Cust.	13.62	14.26	14.48	14.95
Elem. Hd. Custodian	13.84	14.48	14.72	15.18
M.S. Asst. Hd. Cust.	13.84	14.48	14.72	15.18
M.S. Hd. Custodian	14.06	14.68	14.92	15.38
H.S. Asst. Hd. Cust.	13.99	14.63	14.84	15.30
H.S. Hd. Custodian	14.24	14.86	15.08	15.56
Ad. Cntr. Ast. Hd. Cust.	13.84	14.48	14.72	15.18
Ad. Cntr. Head Cust.	14.06	14.68	14.92	15.38
Warehouse Laborer	13.38	14.01	14.25	14.70
Hd. Warehouse	13.84	14.48	14.72	15.18
Floating Crew	13.77	14.40	14.63	15.08
Mail/Stock/Utility	13.96	14.61	14.82	15.29
Grounds	14.51	15.03	15.25	15.73
Hd. Grounds	14.74	15.28	15.49	15.94
Maintenance	14.65	15.28	15.48	15.95
Hd. Maintenance	15.05	15.59	15.84	16.24
Painter	14.67	15.22	15.44	15.88
Hd. Painter	14.88	15.53	15.77	16.22
Garage Attendant	13.39	13.94	14.23	14.77
Apprentice Mechanic	13.67	14.31	14.52	14.96
Mechanic	14.36	14.88	15.13	15.59
Trans. Assistant	9.85	10.16	10.29	10.72
Reserve Driver	12.66	12.96	13.27	13.88
Bus Driver	13.39	13.94	14.23	14.77
V.G. Technologist	14.06	14.68	14.92	15.38
A.V. Technician	14.94	15.46	15.73	16.13
Pk. Lot Attendant	12.66	12.96	13.27	13.88

revised 4/29/96

**1996/97
EMPLOYEE'S SALARY SCHEDULE**

CLASSIFICATION	PROB	1ST YR	2ND YR	3RD YR
Custodial I	13.62	14.27	14.50	14.96
Elem. Asst. Hd. Cust.	13.92	14.58	14.80	15.28
Elem. Hd. Custodian	14.15	14.80	15.05	15.51
M.S. Asst. Hd. Cust.	14.15	14.80	15.05	15.51
M.S. Hd. Custodian	14.37	15.00	15.25	15.72
H.S. Asst. Hd. Cust.	14.30	14.95	15.17	15.64
H.S. Hd. Custodian	14.56	15.19	15.41	15.90
Ad. Cntr. Ast. Hd. Cust.	14.15	14.80	15.05	15.51
Ad. Cntr. Head Cust.	14.37	15.00	15.25	15.72
Warehouse Laborer	13.68	14.32	14.57	15.02
Hd. Warehouse	14.15	14.80	15.05	15.51
Floating Crew	14.08	14.72	14.95	15.41
Mail/Stock/Utility	14.27	14.93	15.15	15.63
Grounds	14.83	15.36	15.59	16.08
Hd. Grounds	15.07	15.62	15.83	16.29
Maintenance	14.97	15.62	15.82	16.30
Hd. Maintenance	15.38	15.93	16.19	16.60
Painter	14.99	15.56	15.78	16.23
Hd. Painter	15.21	15.87	16.12	16.58
Garage Attendant	13.69	14.25	14.55	15.10
Apprentice Mechanic	13.97	14.63	14.84	15.29
Mechanic	14.68	15.21	15.46	15.93
Trans. Assistant	10.08	10.39	10.53	10.97
Reserve Driver	12.94	13.25	13.57	14.19
Bus Driver	13.69	14.25	14.55	15.10
V.G. Technologist	14.37	15.00	15.25	15.72
A.V. Technician	15.27	15.80	16.08	16.48
Pk. Lot Attendant	12.94	13.25	13.57	14.19

revised 4/29/96

**1997/98
EMPLOYEE'S SALARY SCHEDULE**

CLASSIFICATION	PROB	1ST YR	2ND YR	3RD YR
Custodial I	13.92	14.59	14.82	15.29
Elem. Asst. Hd. Cust.	14.23	14.90	15.13	15.62
Elem. Hd. Custodian	14.46	15.13	15.38	15.85
M.S. Asst. Hd. Cust.	14.46	15.13	15.38	15.85
M.S. Hd. Custodian	14.69	15.33	15.59	16.07
H.S. Asst. Hd. Cust.	14.62	15.28	15.50	15.98
H.S. Hd. Custodian	14.88	15.52	15.75	16.25
Ad. Cntr. Ast. Hd. Cust.	14.46	15.13	15.38	15.85
Ad. Cntr. Head Cust.	14.69	15.33	15.59	16.07
Warehouse Laborer	13.98	14.64	14.89	15.35
Hd. Warehouse	14.46	15.13	15.38	15.85
Floating Crew	14.39	15.05	15.28	15.75
Mail/Stock/Utility	14.59	15.26	15.48	15.97
Grounds	15.16	15.70	15.93	16.43
Hd. Grounds	15.40	15.96	16.18	16.65
Maintenance	15.30	15.96	16.17	16.66
Hd. Maintenance	15.72	16.28	16.54	16.96
Painter	15.32	15.90	16.13	16.59
Hd. Painter	15.54	16.22	16.47	16.94
Garage Attendant	13.99	14.57	14.87	15.43
Apprentice Mechanic	14.28	14.95	15.17	15.63
Mechanic	15.00	15.54	15.80	16.28
Trans. Assistant	10.31	10.63	10.77	11.22
Reserve Driver	13.23	13.55	13.87	14.50
Bus Driver	13.99	14.57	14.87	15.43
V.G. Technologist	14.69	15.33	15.59	16.07
A.V. Technician	15.61	16.15	16.43	16.84
Pk. Lot Attendant	13.23	13.55	13.87	14.50

DRAFT DOCUMENT

ROCHESTER COMMUNITY SCHOOLS
APPRENTICESHIP PROGRAM
MAINTENANCE EMPLOYEES

Draft document prepared by:

Greg Holmes
Gary Senical
Rick Stover
John Vavruska
Larry Westley
Tom Woudstra

April 23, 1996

Rochester Community Schools

Apprenticeship Program

Preface.

This Apprenticeship Program Manual shall be known as the Rochester Community Schools Apprenticeship Program and shall be an official Agreement between the Rochester Community Schools Board of Education, hereinafter referred to as the "Board" and the Rochester Custodial/Maintenance/Grounds/and Transportation Union, AFSCME, Local 202, Council 25 hereinafter referred to as the "Union."

This Agreement shall become a supplement to the master agreement between the Board and Union. This Agreement shall in no way be allowed to supersede the master agreement except in those areas that shall be altered through mutual agreement between the Board and the Union. This Agreement shall be limited to those apprenticeship positions created and approved by the Board.

Rochester Community Schools

Apprenticeship Program

Objective

The Rochester Community Schools Board of Education and the Rochester Custodial/Maintenance/Grounds/ and Transportation Union, AFSCME, Local 202, Council 25 have jointly developed this Apprenticeship Program. The objective of the program is to improve the skills and abilities of all maintenance employees with this structured Apprenticeship Program.

The Apprenticeship Program has an approved program of course work which has been developed with Oakland Community College. In addition, the program allows for a structured program of on-the-job training with the District. This Apprenticeship Program has been approved by the United States Department of Labor.

It is the objective of the Board and the Union that all maintenance employees will be able to improve their skills and abilities by completing the Apprenticeship Program.

Rochester Community Schools
Joint Apprenticeship Committee

There is hereby established a Joint Apprenticeship Committee. This Committee shall be composed of six members. Three members shall represent the Board and three members shall represent the Union. The Committee shall elect a Chairperson and a Secretary. When a Board representative is Chairperson, a Union representative shall be Secretary, and vice-versa. The Committee shall meet when necessary and also be on call of the Chairperson or Secretary or any two members of the Joint Committee.

It shall be the duty of the Committee:

1. To see that each prospective apprentice is interviewed and is informed of the benefits and responsibilities he/she is about to accept.
2. To make recommendations to accept or reject applicants for apprenticeship.
3. To place apprentices under agreement.
4. To hear and decide on all questions involving the apprentices which relate to their apprenticeship.
5. To determine when the apprentice's scheduled wage increase shall be granted with completion of his/her course work or on the job assignments.
6. To offer constructive suggestions for the improvement of training on the job.
7. To modify the course offerings when appropriate.
8. To certify the name of graduate apprentices to the registration agencies and recommend that a certificate of completion of apprenticeship be awarded upon satisfactory completion of the requirement of apprenticeship as established herein. No certificates will be issued by the registration agencies unless approved by the Committee.
9. In general, to be responsible for the successful operation of the apprenticeship program in the Rochester Community Schools and the successful completion of the apprenticeship by the apprentices under these standards.

10. The Committee shall make recommendations to cancel the apprenticeship agreement of the apprentice at any time for cause such as:

- A. Inability to learn.
- B. Unsatisfactory work.
- C. Lack of interest in the Apprenticeship Program.
- D. Failure to attend classes regularly.
- E. Failure to complete course work in a timely manner.

It is suggested that the minimum number of course work hours necessary to stay in the program are as follows:

Years	Hours
0	0
1	115
2	230
3	345
4	460
5	576

Rochester Community Schools

Apprenticeship Program

Wages

1. Apprentices will receive all benefits as provided in the master agreement. When first starting the program, if the apprentice has not completed any course work or been credited with any on-the-job training, he/she will be paid the wage listed in the master agreement.
2. Apprentices will receive a wage increase for either completing a set number of hours of course work or completing a set number of hours of on-the-job training.
3. The Apprenticeship Program requires 8,000 hours of on-the-job training and 576 hours of course work. An Apprentice can qualify for an hourly rate increase by completing portions of the course work or portions of on-the-job training.
4. Apprentices who complete both the requirement of the program, hours of course work and hours of on-the-job training, will be compensated at an hourly rate that is 112.8% of the hourly base rate as listed in the master agreement.
5. Apprentices who complete all of the on-the-job training hours will receive twenty percent (20%) of the increase.
6. Apprentices who complete all of the course work hours will receive eighty percent (80%) of the increase.
7. The program requirements (8,000 on the job hours and 576 course work hours) will be pro-rated over the four steps, and incremental wage increases equal to the completion of hours for either on-the-job, or course work will be paid.
8. Compensation qualifications:

Course Work Hours
(80% of increase)

On the Job Hours
(20% of increase)

Hours Per-cent

Hours Per-cent

-0- 100.0%
144 103.2%

-0- 100.0%
2,000 103.2%

288	106.4%	4,000	106.4%
432	109.6%	6,000	109.6%
576	112.8%	8,000	112.8%

9. If an Apprentice does not complete the program, then he/she can apply for any open position. If the Apprentice is not placed into an open position, then the Apprentice will be placed into a Custodial I position.

MEMORANDUM OF UNDERSTANDING

APPRENTICESHIP PROGRAM

The Rochester Community Schools Board of Education and the Rochester Custodial/Maintenance/Grounds/and Transportation Union, AFSCME Local 202, Council 25 have reached the following tentative understanding of a new Apprenticeship Program for Maintenance Employees. This understanding is for currently employed Maintenance Employees only:

1. All Maintenance Employees will be compensated for hours of on-the-job training. These employees will keep this increased compensation rate for as long as they remain in a maintenance position.
2. All maintenance employees will be compensated for hours of course work if they comply with the provisions of the Apprenticeship Program. These employees will keep this increased compensation rate for as long as they remain in a maintenance position.
3. All maintenance employees who enroll in the Apprenticeship Program and later withdraw from the program will remain as maintenance employees.

Larry Witter
Board Signature

Union Signature

4-24-96
Date

Date

Tentative Agreement
between the
Rochester Community Schools
Board of Education
and the
Rochester Custodial/Maintenance/Grounds
and Transportation Union
AFSCME, Local 202, Council 25

Rochester Community Schools

Custodial/Maintenance/Grounds and Transportation Employees Union

Article 10 - Transfer and Promotion

I. A promotion is an upward change in an open job classification within the bargaining unit which results in additional compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay. Employee(s) interested in a promotional position shall apply within the above stated posting period to be considered for the promotion.

Promotions to entry level positions shall be made on the basis of established qualifications, seniority, and prior work record. It is understood that employees bidding between departments are only eligible to apply for entry level positions in the other department. Qualifications will be detailed on each job description and listed on each posting.

J. All promotions to bargaining unit positions shall be made first from within the department on the basis of meeting established qualifications, seniority, and prior work record.

Prior work record criteria will include a review of previous disciplinary actions and evaluation documents that are dated within the last two years. If these criteria are relatively equal, then the most senior employee will be placed in the position.

The individual granted the promotion will be granted up to a ninety (90) calendar day trial period to determine:

- 1) his/her desire to remain on the job
- 2) his/her ability to perform the job

Any absence during the trial period shall automatically extend the trial period for a like number of days.

Employees not granted a promotion may have their application reviewed. If the employee is not satisfied with the results of that review, the matter may then become proper subject for the grievance procedure beginning at Step 2.

Article 24 - Certification and Apprenticeship Programs

E. (New) Pesticide Certification

Grounds workers who possess State of Michigan Pesticide Certification (Certified Applicator and/or Registered Technician) in their position are eligible for \$.05 per hour wage adjustment. Up to two additional endorsements from the State of Michigan will be compensated at the rate of \$.05 per hour.

**Rochester Community Schools
Facility, Transportation, and Operations Department**

The Rochester Community Schools has developed Training Programs for all employees who would like to apply for a promotion in the Custodial, Maintenance, Grounds, or Transportation Department. The Training Programs are comprised of a listing of topics and/or areas for individuals to successfully complete before they will be eligible for a promotion.

Employees will complete the courses in the Training Programs and successfully demonstrate his/her ability to perform the requirements. Employees can have a Training Program topic or area waived by the Board by successfully demonstrating his/her ability to perform the requirements.

***Note - The language regarding promotions will not take effect for a position until each individual course in the training program for that position has been completed. Until that time promotions will be governed by Article 10 of the 1994/95 contract.**

