

3877

6/30/2000

MASTER AGREEMENT

between the

ST. LOUIS BOARD OF EDUCATION

and the

OIL, CHEMICAL AND ATOMIC WORKERS

ST. LOUIS
LOCAL 7-540
SUPPORT STAFF

1997-1998

1998-1999

1999-2000

St. Louis Public Schools

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ARTICLE 1

RECOGNITION

- A. This Master Agreement is entered into between the Board of Education of the St. Louis Public Schools, hereinafter referred to as the "District" and the Oil, Chemical and Atomic Workers Local 7-540, hereinafter referred to as the "Union."
- B. The District hereby recognizes the Union as the exclusive representative for all full-time and regularly scheduled part-time clerical, secretaries, paraprofessionals, custodial and maintenance personnel, food service, transportation, interpreters for the hearing impaired, child care and preschool workers, aides and all other support staff personnel. Excluded from the bargaining unit is the secretary to the Superintendent, supervisors, substitutes and all other employees.
- C. Further excluded from the terms and conditions of the Agreement are students, volunteers, temporary hourly help not employed on a regular basis. Temporary shall be defined as persons employed to meet seasonal needs or to fill employment demands of a particular temporary situation. Absent agreement between the parties on a longer period of time, the employment of a temporary employee will not exceed sixty (60) work days.
- D. "Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid), while on vacation or during the period of time required to post and fill vacancies.
- E. It is expressly recognized by the parties that the Transportation Supervisor, Operations Supervisor, Director of Operations and Food Service Supervisor may continue to perform bargaining unit work of the same kind and nature and to the same extent as has been done in the past provided that such work will not be expanded in such a fashion as to result in the loss of hours available to another employee under the jurisdiction of the supervisor. It is understood that supervisory employees may perform bargaining unit work in circumstances such as emergency situations, when operational difficulties are encountered, in the testing of materials and equipment and in the instruction or training of employees.
- F. It is further agreed that the Union will sign and execute upon demand, any required releases to utilize youth employees under the Job Training and Placement Act or similar state or federal programs.

ARTICLE 2

DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board.

Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the rights set forth herein being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the impact of such action and shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the district.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts, hours of work, length of work year, starting and ending times, and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, to evaluate and determine the criteria and procedures upon which employees are evaluated, to establish and amend job descriptions, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the subcontracting thereof, the automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt and amend policies, rules and regulations.

ARTICLE 2 (continued)

6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities and equipment, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
11. Determine the policy affecting the selection, testing or training of employees.

ARTICLE 3**UNION SECURITY**

- A. All employees covered by this Agreement shall as a condition of continued employment, following thirty (30) calendar days from the effective date of this Agreement or thirty (30) calendar days from their date of hire, whichever is later, pay either:
1. Union membership dues; or
 2. A Union representation service fee.
- B. The payroll deduction of dues and fees is required under the terms of this agreement. The District therefore agrees to payroll deduct dues and representation service fees, pursuant to the authority set forth in MCLA 408.477.
- C. Deductions for any calendar month shall be remitted to the designated Union financial officer, once a month along with a list of names all employees from whom deductions have been made.
- D. The Union agrees to indemnify and save the District, including individual school Board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

ARTICLE 4**UNION AND EMPLOYEE RIGHTS**

- A. Subject to obtaining prior authorization from the Superintendent or his/her designee, the Union shall have the right to use school district facilities and office equipment (i.e. copy machine, etc.). In the event there is cost incurred through such usage or damage resulting from such use, the Union will reimburse the District for such costs.
- B. Subject to obtaining prior approval of the Superintendent or his/her designee, duly authorized representatives of the Union who are not employees of the District will be permitted to transact official Union business on the District's premises.
- C. The Union shall have the right to post official notices of Union activities and other correspondence in locations in each building designated by the Superintendent or his/her designee. The notices will be signed and dated by the Union official responsible for the distribution of the posting.

Subject to the rules and regulations of the postal authorities, the Union may use the inter-district mail service and mail boxes for the distribution of correspondence to bargaining unit employees.

The rights conveyed in this provision will not be used to distribute information which is detrimental or derogatory with respect to the District, its employees or the Board of Education.

- D. No employee who has completed the probationary period set forth in Article 7 shall be disciplined without just or reasonable cause.
- E. Employees on the negotiation team will not lose pay for hours associated with negotiations sessions which the parties have mutually agreed to schedule during an employees working hours.

ARTICLE 5

VACANCIES

- A. Any employee interested in applying for a vacancy may do so within seven (7) calendar days from the date the vacancy notice is posted.
- B. Vacancies will be filled in the following order:
1. The most senior employee within the classification (See individual classification titles in Article 7 - Seniority) in which the vacancy exists unless there is a verifiable performance related reason for denying the employee the position.
 2. The most senior employee within another classification within the Division (See Divisions and individual classification titles in Article 7 - Seniority) provided the employee is qualified, unless there is a verifiable performance related reason for denying the employee the position.
 3. The most highly qualified applicant (whether internal or external to the bargaining unit).
 4. All applicants will be notified with written response after the vacancy has been filled.

In the event a bargaining unit member is selected, the employee will be placed on a sixty (60) work day trial period in the new position. During the trial period, the employee may elect to return to his/her former position or may be removed from the position based upon unsatisfactory performance. During the trial period, the employee's former position may at the District's option be filled with substitutes, temporary employees or students.

Any individual granted a position under this Article or electing to return to his/her former position under the terms of Section B shall be prohibited from applying for another position until the following July 1 from the effective date of assignment in the posted position.

- C. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option until the end of a quarter. In such instances, substitutes will be utilized to temporarily fill the position.
- D. Employees interested in being notified of vacancies which arise during the summer for the following school year, must submit a written request to the Superintendent by June 1.

ARTICLE 5 (continued)

E. Subject to administrative approval through the procedures set forth above and the provisions set forth below, employees may maintain two (2) separate positions:

1. The combination of hours does not exceed forty (40) hours and there is no conflict between the beginning and ending time for each position throughout the duration of the assignment.
2. If both positions involve uniform allowances, the uniform (excluding shoes) allotment shall be given for each position consistent with the provisions of Article 13, Section I.
3. At the time of appointment, the employee must designate one classification for purposes of the extra hours and overtime rotation under Article 13, Section C.
4. The accrual and use of vacation time will be governed by Article 11, Section A, and the use of vacation shall not conflict with either of the employees assignments.
5. The work hours in positions will not be combined for benefit purposes (i.e. insurance, paid leave time, etc.)
6. For purposes of future posting, the jobs will be considered as separate entities.
7. The layoff and recall provisions will be implemented independently with respect to each position held.

F. A temporary job vacancy is a vacancy which is known to exist for at least forty (40) work days. Such vacancy shall be posted district wide and filled with the highest senior qualified bidder. The district may however, post a temporary vacancy of less than forty (40) working days at their discretion.

There shall only be one (1) job posting per temporary vacancy, and it is mutually agreed that any subsequent temporary vacancies, will be filled with substitutes.

ARTICLE 6

TRANSPORTATION PROVISIONS

- A. The District reserves the right to issue rules and regulations for the implementation of the Omnibus Transportation Employee Testing Act.

Any driver who tests positive for controlled substances or alcohol, who refuses to submit to testing, who acquires enough points on his/her drivers license to lose or be cited by the District's insurance company, will be subject to immediate discharge without recourse to the grievance procedure.

- B. The Transportation Supervisor will be responsible for establishing bus routes, determining or otherwise establishing an authorized driving time for each route and will further be responsible for assigning routes each August to the drivers.

- C. Drivers are responsible for pre-trip and post-trip responsibilities as directed by the Transportation Supervisor.

- D. 1. The following procedures and provisions apply to extra trips between the period of the first student day in the fall and the last student day in the spring.

- a. Extracurricular trips which are to be assigned to the District's bus drivers, will be assigned on a rotating basis subject to the following procedures:

1. Extra trips will normally be posted at least twenty-four (24) hours in advance and not more than eight (8) calendar days in advance. Extra trips will be assigned within one (1) business day of the posting.

2. Supervision will offer the trips on a seniority based rotation subject to the following provisions:

- a. A driver declining an extra trip opportunity will be charged for the time as if he/she performed the work.

- b. The run(s) of a regular driver taking an extra trip will be filled with a substitute.

3. In the event no driver volunteers, the District reserve the right to assign the least senioreed driver to perform the work.

- b. A minimum of two (2) hours at the extra trip rate will be paid for trips.

ARTICLE 6 (continued)

- c. In the event a trip is canceled without notice prior to the scheduled starting time, the driver will be paid a cancellation fee of \$10.00.
 - d. For each four (4) hours on a trip, up to \$6.00 will be provided for meal reimbursements.
 - e. On overnight trips, the district will provide lodging at no cost to the bus driver.
2. The following procedures and provisions apply to extra trips which occur between the last day of student instruction in the spring and the first day of student instruction in the fall.
 - a. By June 1 each year, drivers interested in summer driving, will provide a written notice to the Transportation Supervisor of their interest which must include the weeks during which he/she is available and the time of day and phone number at which the driver can be reached.
 - b. Summer work will be offered on a seniority based rotation from the list of those drivers who provided the required written notice to the Transportation Supervisor and subject to the following condition:
 1. The acceptance or refusal of summer work will not affect the rotational rosters utilized during the school year.
 2. Drivers declining such work will be charged for the time as if he/she performed the work.
 3. In the event no driver elects the summer work, the District reserves the right to assign the work to the least senior driver who provided the required written notice to the Transportation Supervisor.
 3. The District reserves the right to bypass the normal rotation under section D (1) and (2) unless the assignment of all drivers would result in the payment of overtime.
 4. Once a trip is accepted, the driver is obligated to perform the work unless good cause can be shown by the driver that he/she should be excused.
- E. Drivers will be paid \$6.00 per hour for required meetings. This rate will also be paid for required meetings with administration and/or parents regarding the enforcement of the student code of conduct and for pre-approved time associated with route scheduling.

ARTICLE 6 (continued)

- F. The District will reimburse bus drivers for the cost of their Commercial Drivers License. Should the driver leave the employment of the district or accept a job offer in the district in another classification prior to the expiration of the license, the driver cost associated with the unexpired term of the license will be payroll deducted from the driver's paycheck as a condition of this master contract pursuant to the authority set forth in MCLA 408.477.
- G. The district will reimburse bus drivers for up to \$75.00 for the cost of a CDL physical every year.

ARTICLE 7

SENIORITY

- A. Seniority shall be defined as the length of continuous service to the district within the following Divisions from the employee's last date of hire within the Division. Seniority shall only accrue and shall only be applied within the following Divisions:

<u>Division</u>	<u>Classification(s) within the Division</u>
1	Food Service
2	School Secretary
3	Central Office Secretary
4	Building Clerk
5	Bus Drivers
6	Hearing Interpreters
7	Special Education Paraprofessionals
8	Chapter 1 Paraprofessionals Library Paraprofessionals Classroom Aides
9	Day Care Aides Pre-School Aides Lunchroom Aides/Playground Aides Community Ed. Aides
10	Maintenance
11	Custodial Delivery

Service provided as a substitute and prior service by employees who are rehired shall not be counted for purposes of seniority or other benefits under this Agreement.

ARTICLE 7 (continued)

An employee who accepts a position in another Division will have his/her seniority accrued in his/her prior Division frozen.

Employees who are working in more than one Division at the same time, will accrue seniority on both lists for time worked in each Division.

Employees working less than twenty (20) hours per week (excluding bus drivers) for the full work year will receive one-half (1/2) year of seniority credit. Employees working twenty (20) or more hours per week for the full work year will receive a full year of seniority credit. Hours as referenced herein refers to the employees regular schedule of hours for the year.

- B. All newly hired employees shall serve a four (4) month probationary period. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall reflect the employee's initial date of hire as a regular employee. Any work time missed during the probationary period will serve to extend the six (6) month period.

Probationary employees shall not be entitled to paid leave time or holidays, however, upon completion of the probationary period the employee will be credited with the paid leave days (excluding holidays) which he/she would have earned and vacation credit if applicable. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.

- C. The bargaining committee shall head the district seniority list on their respective shift for the purpose of lay-off and recall during their term of office providing they have the ability to perform the work required.

Upon completion of his/her full term of office, the committee member shall be returned to his/her previous shift and classification if the position still exists.

ARTICLE 8**LAYOFF AND RECALL**

- A. A layoff for purposes of the procedures set forth herein shall not include a reduction in work hours.
- B.
1. In the event a reduction in staff is implemented, employees in affected positions within the classification (See Article 7) shall be reassigned to the position held by the least senior person within the classification, provided the employee is qualified.
 2. Reassignment to another classification within the Division shall be restricted to employees ineligible for reassignment under Section B(1) who have been assigned on a regular basis for at least one (1) year in another classification within the Division as detailed in Article 7, provided the employee is qualified. Reassignment in such instances shall be implemented in the same manner as under Section B(1).
 3. Reassignment to another Division shall be restricted to employees ineligible for reassignment under Section B(1) and (2) who have been reassigned to a classification in another Division for at least one (1) year. Reassignment in such instances will be implemented in the same manner as under Section B(1).
- C. Probationary employees are not eligible for recall under the provisions set forth herein. Laid off employees will be recalled in inverse order of layoff to vacancies within the classification from which they were laid off, or to classifications within a Division in which they have frozen seniority provided they are qualified.

Recall rights are restricted to non-probationary employees, and only for a period of 24 months from the effective date of layoff.

Employees will receive a minimum of five (5) calendar day's notice of recall. Such notice will be forwarded to the employee's last known address. Failure to return as directed shall be considered a voluntary resignation and is not subject to review through the grievance procedure set forth herein.

ARTICLE 9**PAID LEAVE DAYS**

- A. 1. Employees will accrue one (1) sick leave day for each twenty (20) days worked. An employee must physically work at least seventy-five (75) percent of the work days (excluding authorized paid vacation days) in a month to receive a sick leave day credit for the month.

Unused sick leave days may accumulate to a maximum of one hundred (100) days.

Accumulated sick leave days may be utilized for the following reasons:

- a. Illness of the employee.
- b. Up to three (3) days per year may be authorized for illness of a child residing in the employees household which requires the employees presence.

Employees with ten (10) or more years of seniority, who retire from the school district, shall receive pay for accumulated, unused, sick days, up to a maximum of \$750.00.

Employees should schedule routine doctor and dentist appointments outside of work hours.

The use of sick leave for purposes not detailed herein is prohibited.

2. Employees absent due to a compensable injury under the Worker's Compensation Act, will receive a prorated portion of sick leave pay for each day of absence. If he/she has no sick leave accumulation or has exhausted his/her accumulation, the employee will only receive those amounts provided by the Act.

Notwithstanding any other provision of this Agreement, the District reserves the right to establish restricted positions for employees with Worker's Compensation disabilities and the working conditions associated the positions.

- B. Up to five (5) days may be taken if necessary for funeral and bereavement due to the death of a spouse, child, grandparent, siblings, grandchild, parents, in-laws or other members of the immediate household.

ARTICLE 9 (continued)

- C. After one (1) year of employment, up to two (2) days may be authorized for personal business. The use of such day(s) are restricted to conducting activities which absolutely cannot be scheduled outside of working hours. Such days shall not be permitted by way of illustration for recreational pursuits, job interview, social functions, travel extending vacations or for hunting or fishing. Requests for personal business days must be submitted at least five (5) working days in advance unless the employee can demonstrate an emergency exists preventing the submission of timely notice. At the end of the fiscal year, unused personal business days will be added to the employees sick leave accumulation.
- D. Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the district any earnings received for jury duty.
- E. Any employee who misrepresents the facts pertaining to an absence (paid or unpaid) will minimally forfeit all accrued sick leave in addition to being subject to other forms of discipline.
- F. Employees may be required to supply a doctor's verification or other information to verify the reason for an absence.
- G. The District reserves the right to send the employee to a District-appointed physician or other qualified professional personnel if questions arise concerning an absence or fitness for continued service. The cost of the physician will be paid by the District unless the cost is covered under the employees insurance plan.
- H. Section A-D of this Article shall not apply to bargaining unit employees in the Child Care Program or those who are regularly scheduled to work less than twenty (20) hours per week (except bus drivers).

ARTICLE 10

UNPAID LEAVES

- A. Except as may be required under the Family and Medical Leave Act or Section B below, unpaid leaves of absence (including unpaid days off) will not be authorized under the terms of this Agreement.

Notwithstanding any other provisions of this Agreement, the District reserves the right to establish procedures for the implementation of the Family and Medical Leave Act and reserves the right to exercise those rights available to it under law and the rules and regulations adopted for its implementation by the federal government.

- B. All requests for unpaid leaves of absence must be submitted in writing to the Superintendent accompanied by a statement indicating the specific purpose for the leave and the requested beginning and ending dates.

In the instance of leaves covered by section 1 below, the employee must additionally submit a physician's statement in support of the leave which contains a diagnosis and date on which the employee can be expected to return.

1. An employee who is ill or disabled (including Worker's Compensation), will be granted a leave of absence following the exhaustion of accumulated sick leave (and accrued vacation time if applicable) for a period not to exceed twelve (12) months.

Upon return from the leave on or before the approved date, the employee will be returned to his/her former position unless the position was subsequently eliminated due to a layoff. If the employee's position no longer exists, the employee will be considered as recall eligible under the conditions and limitations set forth in Article 8 for a period of two (2) years at which time further employment rights shall terminate.

For purposes of illustration in implementing Section B (1), a custodian with twenty (20) days of accumulated vacation and fifty (50) days of sick leave accumulation who becomes disabled, will be granted an unpaid leave for up to twelve (12) months after the use of the sick leave and vacation days. While sick leave and vacation time are used and during the twelve (12) months of unpaid leave, the employee has the right to return to his/her former position provided it has not been eliminated through layoff. If the employee is unable to return after the twelve (12) months of unpaid leave, the employee's status will be recall eligible under the provisions of Article 8 for a period of an additional two (2) years after the twelve (12) month unpaid leave.

ARTICLE 10 (continued)

2. Authorization for other leaves of absence of up to six (6) months for other reasons is at the District's discretion and will be reviewed on a case-by-case basis. The granting of such leaves will not be precedent setting.

Employees returning from such leaves will be returned to the first available vacancy in his/her former classification for which he/she is qualified. In the event there is no vacancy on the employees scheduled return date, the employee will be considered as recall eligible under the conditions and limitations set forth in Article 8 for a period of two (2) years at which time further employment rights shall terminate.

- C. During an authorized leave of absence, the District reserves the right to fill the position of the absent regular employee with a substitute.

Alternatively, the District reserves the right to reassign a bargaining unit employee to the position of an employee absent on approved unpaid leave of thirty (30) or more work days, subject to the following conditions:

1. An employee who voluntarily accepts such a temporary transfer shall receive the rate of pay of the classification to which he/she is temporarily assigned.
2. An employee who is temporarily assigned on an involuntary basis, will receive the rate of pay of his/her regular assignment or the temporary assignment, whichever is higher.

- D. Subject to the approval of the Superintendent, elected Union officials will be granted day(s) off without pay to attend Union conferences and training activities. Requests for such day(s) must be submitted in writing to the Superintendent at least thirty (30) calendar days in advance of the activity unless good cause can be shown that such notice was not possible. The request must identify the dates and/or times and the individuals request to be released.

ARTICLE 11**VACATIONS**

A. Designated fifty-two (52) week employees (excludes day care program) will receive vacation credit as set forth below.

1. No vacation credit will be earned during the first six (6) months of employment.
2. After six (6) months, vacation will begin to accrue at a rate of six and two-thirds (6 2/3) hours per month.
3. After the employee has been employed as of June 30th for five (5) consecutive years, the employee will then begin to accrue vacation days at a rate of ten (10) hours per month.
4. After the employee has been employed as of June 30th for fifteen (15) consecutive years, the employee will then begin to accrue vacation days at the rate of thirteen and one-half (13.5) hours per month.

Employees transferring into designated fifty-two (52) week positions, will be considered as new hires for purposes of the application of the above referenced schedule.

B. Vacation credit will be issued each year on July 1. Vacation requests shall be submitted to supervision prior to July 1 or at least thirty calendar (30) days prior to the period of time requested, when possible.

Supervision shall have the authority to grant or deny the period of time requested. No vacations shall be authorized during the two (2) weeks prior to the start of school in the fall.

C. Unused vacation time at the end of the year will be lost.

In the event of a layoff or severance from employment other than for just or reasonable as set forth in Article 4, employees will be paid for vacation days accrued through the day of severance.

D. Jackie Kelly and Karen Huss (Building Secretarial Staff Members) will be considered as fifty-two (52) week employees for purposes of this provision provided each employee remains continuously employed in the specific position to which she was assigned on September 1, 1995. All vacation time must be taken in July, unless time is authorized on other non-instructional work days. This provision applies only to the aforementioned employees and shall have no application to their successors.

ARTICLE 12

PAID HOLIDAYS

- A. 1. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.
- 2. An employee must work the entire last regularly scheduled work day preceding and following the holiday in order to receive holiday pay unless absent on an approved paid leave time.
- 3. Probationary employees shall not be eligible for paid holidays.
- 4. In the event a holiday falls during an approved vacation, the employee will receive holiday pay.

In the event a holiday falls on a weekend, a day during that work week or the work week contiguous to that week, will be designated as the holiday.

- 5. The number of paid holidays each fiscal year for employees who are regularly assigned to work at least twenty (20) hours per week, will be as follows:

Fifty-two Weeks

Less Than fifty-two Weeks

- July 4
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day

- Friday After Thanksgiving
- Good Friday

Day Care Program employees will not be eligible for paid holidays.

The twenty (20) hour work requirement will not be applied to the bus driver classification.

In the event Good Friday is scheduled as a student instructional day, an alternate holiday will be established.

Custodial and maintenance employees will additionally receive one-half (1/2) day for Christmas Eve and New Years Eve. Subject to the approval of supervision, these half-days may be combined in order to take either full day off.

ARTICLE 12 (continued)

- B. Jackie Kelly and Karen Huss (Building Secretarial Staff Members) will be considered as fifty-two (52) week employees for purposes of this provision provided each employee remains continuously employed in the specific position to which she was assigned on September 1, 1995. This provision only applies to the aforementioned individuals and shall have no application to their successors.

Payment for these holidays is incorporated within the salary amounts set forth in Appendix A (2).

ARTICLE 13

GENERAL PROVISIONS

- A. With the exception of bus drivers, secretaries and maintenance, employees scheduled to work at least five (5) hours per day shall receive a thirty (30) minute unpaid lunch period. Secretarial and maintenance employees working the required hours as set forth herein shall receive a sixty (60) minute unpaid lunch period. Subject to the approval of supervision, the lunch period may be reduced to thirty (30) minutes during the summer months.

Provided it is consistent with state and federal regulations, food service employees shall not be charged for lunch.

- B. With the exception of bus drivers, employees shall receive one (1) fifteen (15) minute break for each four (4) hours worked.

- C. 1. Custodial overtime shall be rotated within the building in which the overtime is scheduled.

Maintenance overtime will be rotated within the classification district-wide.

The parties agree that an assignment requiring a shift extension immediately preceding or following an employee's shift on their regular assignment shall constitute a bona fide exception to the rotation system.

2. Extra hours in the food service classification attributable to evening, weekend, summer activities or on unscheduled work days during the school year, will be rotated within the classification within the building in which the extra hours are scheduled.
3. Absent a sufficient number of qualified volunteers within the classification in which the overtime or extra hours are scheduled, the District reserves the right to assign the least senior employee within the classification within the building or a substitute.
4. Employees shall receive pay at the rate of time and one-half for all hours worked in excess of eight (8) hours in a work day or forty (40) hours in a work week. Paid time off (except holidays, personal business and paid vacations), shall not be counted for purposes of computing overtime pay.

- D. The normal work week for payroll purposes will begin at 12:01 a.m. on Monday and will run for seven (7) consecutive twenty-four (24) hour periods, unless otherwise notified.

- E. A minimum of three (3) hours pay at the straight time rate per day, will be paid to bargaining unit employees required to perform week end and holiday building checks authorized by the District.

ARTICLE 13 (continued)

- F. Employees called in to work outside of his/her regularly scheduled work time will receive a minimum of two (2) hours pay or the actual hours worked, whichever is greater.
- G. Any over payment in wages or benefits under this Agreement may be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.
- H.
1. Custodians, Maintenance, Secretarial and Day Care employees are required to report to work on days on which school is closed due to inclement weather whenever possible. If any such employee is unable to report, he/she may utilize an accrued vacation day or will forego pay for the day.
 2. Unless otherwise directed by supervision, other employees will not report and will not receive pay for the day. On days on which the start of school is delayed or school is dismissed early, such employees will receive pay for the number of hours he/she is directed to work.
 3. In the event school is canceled less than thirty (30) minutes from the employees scheduled starting time and the employee is not notified, the employee will receive a cancellation fee of \$10.00 per day. Notice by the District to the radio station(s) shall be deemed sufficient notice under this paragraph.
 4. At the discretion of the maintenance supervisor, custodial and maintenance employees, may alter work schedules on snow days, providing there are no scheduled events in the building including athletic practices and extracurricular activities that extend beyond the altered time.
- I. The District will provide the allowances set forth below for approved (color and quality) uniforms and shoes:

<u>Classification</u>	<u>Description</u>	<u>Amount/Year</u>
Custodians and Delivery Person	Steel Toe Shoes 3 uniforms	\$75.00 \$114.00
Maintenance	Steel Toe Shoes 5 uniforms	\$75.00 \$190.00
Drivers	1 Jacket	\$50.00
Food Service	Uniforms	\$75.00

ARTICLE 13 (continued)

Exceptions will be made to the above referenced amounts per year due to special circumstances relative to clothing or shoe size.

The cleaning and maintenance of uniforms and shoes are the responsibility of the employee. Employees who are provided with uniforms must wear them at all times on the job.

- J. With the exception of employees holding two (2) positions under Article 5, Section E, employees will receive reimbursement for authorized miles on the employees personal vehicle at the per mile rate established by Board Policy.
- K. In the event of any errors in relationship to the administration of the overtime, extra hours, extra trip or similar provisions of this Agreement, the employee who the parties verify as having been improperly bypassed, will be placed at the top of the list for the next opportunity to work additional hours within the employees classification for which he/she is qualified.
- L. Interpreters will receive a minimum of two (2) hours or actual hours worked, whichever is greater, at the athletics rate of pay for games and practices. If an event is canceled and they are not notified prior to the scheduled starting time, the interpreter will be paid one (1) hour as a cancellation fee.

ARTICLE 14**MISCELLANEOUS**

- A. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- B. The Union and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. It is expressly recognized that such activity, if taken in support of another employee group within the District or a group employed by another employer, is prohibited under this Agreement. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.
- C. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- D. 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 is set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- E. The parties mutually agree that the use of tobacco products in district buildings, on school property, in district vehicles and at or during district sponsored events is prohibited.

ARTICLE 14 (continued)

- F. The parties mutually recognize the importance of maintaining an educational and work environment free of controlled substances and alcohol that is both safe and orderly for students and employees and maintains the public trust and confidence. To this end, the parties agree that being under the influence of, the sale, possession, or use of alcohol or controlled substances while on district premises, in district vehicles or while attending to job related responsibilities away from the work site is prohibited.

The parties further agree that this principle applies regardless of the amount of controlled substances of alcohol involved and that infractions of this provision will subject the employee to discharge.

Relative to the enforcement of this section, the parties further agree that lockers, desks, storage areas, district vehicles and other areas where employees may store items are the property of the district and as such may be searched where reasonable cause exists to believe an employee has violated this section.

- G. Those employees who sign up and assist where requested with athletic events, will receive an athletic pass which may be used under the conditions established by the Athletic Department.

It is understood that this section will not be operative if the district institutes pay-to-participate athletics.

- H. In the event the District elects to institute changes in the job descriptions of positions covered by this Agreement, a copy will be forwarded to the Union.

- I. A three ring notebook will be placed at every school which will contain the seniority list, contract and job descriptions.

ARTICLE 15

WAGE RATES AND RELATED ISSUES

- A. Except as set forth in Appendix A, the following wage rates will be applied to bargaining unit positions during the following fiscal years (Retroactive to July 1, 1997).

		<u>1997-98</u>				
B.	1. Classification	Years of experience in the Classification				
	<u>Title</u>	1	2	3	4	5
	Secretaries	9.20	9.74	10.28	10.82	11.36
	Maintenance	10.82	11.34	11.87		
	Custodial	8.66	9.20	9.74	10.28	10.82
	Aides	6.06	6.33	6.60	6.87	7.14
	Clerks	6.06	6.33	6.60	6.87	7.14
	Cooks	6.06	6.33	6.60	6.87	7.14
	<u>Interpreters</u>					
	Uncertified	8.66	9.20	9.74	10.28	10.82
	Q.A. 1	10.82	11.36	11.90	12.45	12.98
	Q.A. 2	14.07	14.62	15.15	15.70	16.23
	Athletics	9.46				
	Delivery	7.58	7.91	8.22	8.55	8.87

The above referenced rates for aides have no application to the Day Care Program.

ARTICLE 15 (continued)

Classification	<u>1998-99</u>				
	Years of experience in the Classification				
<u>Title</u>	1	2	3	4	5
Secretaries	9.38	9.93	10.49	11.04	11.59
Maintenance	11.04	11.57	12.11		
Custodial	8.83	9.38	9.93	10.49	11.04
Aides	6.18	6.46	6.73	7.01	7.28
Clerks	6.18	6.46	6.73	7.01	7.28
Cooks	6.18	6.46	6.73	7.01	7.28
Interpreters					
Uncertified	8.83	9.38	9.93	10.49	11.04
Q.A. 1	11.04	11.59	12.14	12.70	13.24
Q.A. 2	14.35	14.91	15.45	16.01	16.55
Athletics	9.65				
Delivery	7.73	8.07	8.38	8.72	9.05

The above referenced rates for aides have no application to the Day Care Program.

ARTICLE 15 (continued)

Classification	<u>1999-00</u>				
	Years of experience in the Classification				
<u>Title</u>	1	2	3	4	5
Secretaries	9.57	10.13	10.70	11.26	11.82
Maintenance	11.26	11.80	12.35		
Custodial	9.01	9.57	10.13	10.70	11.26
Aides	6.30	6.59	6.86	7.15	7.43
Clerks	6.30	6.59	6.86	7.15	7.43
Cooks	6.30	6.59	6.86	7.15	7.43
Interpreters					
Uncertified	9.01	9.57	10.13	10.70	11.26
Q.A. 1	11.26	11.82	12.38	12.95	13.50
Q.A. 2	14.64	15.21	15.76	16.33	16.88
Athletics	9.84				
Delivery	7.88	8.23	8.55	8.89	9.23

The above referenced rates for aides have no application to the Day Care Program.

ARTICLE 15 (continued)

2. Transportation Department

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>
Regular Runs	20.06	20.46	20.87 per run
Orchard Hills/Westgate	15.15	15.45	15.76 per run
Extra Trips	10.04	10.24	10.44 per hour
Voc. Educ. Runs	10.04	10.24	10.44 per hour
Alt. Educ. Runs	10.04	10.24	10.44 per hour
P.P.I. Run (Alma)	13.37	13.64	13.91 per hour
Summer Bus Runs	13.37	13.64	13.91 per hour

In the event drivers are required to perform gassing outside of the St. Louis City limits, the district agrees to add \$5.00 per week to the driver's pay.

Any regular bus run that extends beyond 1 ½ hours on a per diem basis shall be paid their hourly rate in 15 minute increments.

- C. No retroactive pay will be issued to an employee unless the employee is actively employed (excludes only those who have severed employment) on the date of ratification by the Board of Education.
- D. Years of service as set forth above refers to the years of service in the St. Louis Schools in the classification. Wage schedule experience credit for service outside of the district is discretionary with the Superintendent.

Increments will be issued on July 1. In order to advance on the increment schedule, the employee must have physically worked (exclusive of authorized vacation and paid leave) for at least 170 days in the preceding fiscal year.

- E. Fifty-two (52) week employees are expected to report to work on days on which school is closed due to inclement weather. In the event the employee is late due to travel conditions, the employee will be afforded the opportunity to either utilize a vacation day or to extend his/her shift for the day to avoid a loss in pay.

Less than fifty-two (52) week employees are not to report to work on days on which the district is closed due to inclement weather unless otherwise directed by supervision. Unless directed to report, no pay will be issued for the day.

- F. The District reserves the right to send Day Care Program workers home due to the lack of available work.

ARTICLE 15 (continued)

- G. Custodians who are assigned to a split shift and custodians who are assigned to a shift which incorporates work hours beyond 8:00 p.m., will receive a shift differential of \$12.00 per week.
- H. Any aide, or interpreter, who is required to perform duties beyond their normal responsibilities, as a result of a medical fragile child, or children, shall be compensated an additional \$1.00 per hour for any days, or part thereof, that these duties are required.
- I. On a trial basis, the school and union agree to establish a schedule of 4, ten hour days, for custodial and maintenance departments. This trial period shall be for the month of July, only, in 1998. At the conclusion of this trial period, either party can discontinue this summer schedule.
- J. With the exception of substitute assignments covered by Article 10 (c), the following provisions will apply to payments made for substitute work:
 - 1. Hours within the employees classification will be paid at the employees regular rate of pay.
 - 2. Hours outside of the employees classification that are outside of the employees regular schedule of work hours, will be paid at the substitute rate for the classification where the work is performed.
 - 3. Hours outside of the employees classification that overlap the employees regular schedule of hours, will be paid for the overlapping hours at the higher of the employees regular rate of pay or the step one rate in the classification where the work is performed.

ARTICLE 16**INSURANCE****A. General Provisions:**

1. The District reserves the right to select or change insurance administrators and/or underwriters during the term of this agreement without prior bargaining with the Union. The determination to change insurance administrators and/or underwriters are not subject to the grievance procedure provided reasonably similar coverage is maintained in the conversion.
2. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims and disputes are, therefore, not subject to the grievance procedure.
3. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
4. The District's sole responsibility under this Article is to pay insurance premiums on behalf of eligible employees and their eligible dependents.
5. Eligible dependents shall be the spouse of the insured employee, unless legally separated, and all unmarried dependent children from birth to age 25 if authorized by the underwriters. Dependency shall be determined within the meaning of the United States Internal Revenue Code. Premium payments for eligible dependents shall be provided through December 31 of the year in which the dependent becomes age 25.

Double coverage is prohibited. An employee eligible for health or other insurance benefits as defined herein shall not be eligible to enroll for District paid premiums for an insurance benefit if he/she is enrolled under another plan with the District (e.g. enrolled under spouses plan) or is enrolled in a plan through another employer where the enrollment is voluntary with the other employer.

6. Any amounts in excess of the District's premium contributions shall be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.
7. New employees and employees who become eligible for insurance benefit contributions will begin to receive insurance premium contributions the first of the month following the initial date of eligibility.

ARTICLE 16 (continued)

B. Except as set forth in Appendix B, in order to qualify for District premium contributions as set forth in Section C below, employees regular assignment must be regularly scheduled to work the hours set forth below:

1. Custodial and Maintenance:

Health
Dental
Vision
Disability

The disability provisions may be provided through an insurer of the Districts choice or self-insured. The plan structure will generally provide for the following:

1. An employee must fulfill a ninety (90) consecutive calendar day waiting period due to the same illness/disability which will be measured from the first day of absence due to the disability and the employee must have exhausted all his/her accumulated sick leave.
2. The plan will provide for coverage up to 60% of the employees regular wages up to a maximum of \$1,500 per month.
3. Workers Compensation disabilities and disabilities due to nervous/mental and drug/alcohol are excluded from the plan.
4. The plan will provide for payments for a maximum period of two (2) calendar years from the first day of absence from work.

Employees in these classifications must be regularly scheduled to work 2080 hours per year to receive full premium payments. Employees regularly scheduled to work at least 1650 hours per year will be entitled to a prorated portion of premium payments based upon the employees regular annual schedule compared to 2080 hours.

2. Secretary:

Health (Single Subscriber)
Dental
Vision

Employees in this classification must be regularly scheduled to work at least 1770 in order to receive full premium payments. Employees regularly scheduled to work at least 1650 hours per year will be entitled to a prorated portion of premium payments based upon the employees regular annual schedule compared to 1770 hours.

ARTICLE 16 (continued)

3. With the exception of Day Care employees, all employees in the bargaining unit who are regularly assigned to work at least twenty (20) hours per week but less than fifty-two (52) weeks per year, will receive premium payments toward \$15,000 in group term life insurance. The twenty (20) hour work requirement will not be applied to the bus driver classification. With the exception of Day Care employees, all designated fifty-two (52) week employees will receive premium payments toward \$30,000 in group term life insurance.
- C. The District will continue to pay insurance premiums for employees in school year positions during the summer months and for break periods during the school year.
 - D. District insurance premium contributions shall cease to be paid on the effective date of severance from employment, upon the effective date of layoff and on unpaid leaves authorized under Article 10, unless further payments are required under the Family and Medical Leave Act.

ARTICLE 17**GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

The following issues will not be subject to review through the procedures set forth in this Article:

1. Any matter barred from the scope of the grievance procedure (i.e. the discipline of probationary employees, etc.).
 2. Any matter involving the content of employee evaluations.
- B. The Union shall designate one steward per building to handle grievances at Level 1.
- C. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
 3. It shall cite the section of subsections of this contract alleged to have been violated;
 4. It shall contain the date of the alleged violation;
 5. It shall specify the relief requested.

Any written grievance not submitted in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- D. A grievance must be presented by the aggrieved employee through the employee's department steward to the employee's immediate supervisor within five (5) work days from the time the grievant first learned or should have learned of the alleged violation in order to be a proper matter for the grievance procedure.
- E. At the first conference with the immediate supervisor, if this grievance is resolved either by withdrawal of the same by the employee or by agreement of the parties, a written resolution, and the union and the Board shall each have a copy of said record including the date of this alleged violation and the date of disposition. The immediate supervisor would have five (5) work days in which to respond.

ARTICLE 17 (continued)

- F. In the event the matter is not resolved informally, the grievance shall be submitted in writing to the immediate supervisor within ten (10) work days following the supervisor's informal response. Such written grievance shall be on a form to be agreed upon by the union and the Board and it shall contain, the items as specified in above paragraph C.
- G. Within five (5) work days after receiving the grievance, the immediate supervisor shall state the decision in writing, together with supporting reasons, and shall furnish one copy to the grievant and a copy to the union.
- H. Should the decision of the immediate supervisor be unsatisfactory to the aggrieved employee, or the union steward acting in his behalf, such grievant shall, within five (5) work days of the decision of the immediate supervisor, notify the superintendent of the union's desire to meet and discuss the grievance. Such meeting shall be held within ten (10) work days of receipt of such notice. At such meeting, the superintendent and/or his representative, the union committee and/or the representative of the union, shall discuss the grievance. The decision of the superintendent shall be given in writing within five (5) work days after the meeting.
- I. In the event that an adjustment or disposition of the grievance satisfactory to the employee and/or the union is not obtained under the above procedures, the union shall, within thirty (30) calendar days after rendition of the superintendent's decision, appeal the same by serving written notice thereof upon the superintendent. The Board and the union shall, within five (5) calendar days thereafter, select an arbitrator or, in the event they cannot agree upon such person, they shall then apply to the Director of Federal Mediation and Conciliation Service to furnish a list of a panel of seven (7) impartial arbitrators from which the representative from the St. Louis Public Schools and the representative of the union shall select through a striking process an arbitrator to hear the case. Striking process from the list of seven (7) arbitrators, the representatives of St. Louis Public Schools and OCAWIU shall alternately strike the name of an arbitrator until one is left. The arbitrator left shall hear the case. The OCAWIU representative shall strike first.
- J.
1. There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding on the union, its members, the employee or employees involved, and the Board.
 2. The arbitrator shall make a judgement based upon the express terms of this agreement and shall have no authority to add to or subtract from any of the terms of this agreement.
 3. The expenses of the arbitrator shall be shared equally between the Board and the union.

In all steps of the grievance procedures, when it becomes necessary for individuals to be involved during working hours, they shall be excused with pay for that purpose.

ARTICLE 17 (continued)

- K. No employee at any stage of the grievance procedure shall be required to meet with any administrator without union representation by the steward or his/her designee.
- L. General Arbitration Provisions and Limits on the Arbitrators Authority:
1. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service.
 2. It is expressly understood that no grievance arising subsequent to the expiration date of this agreement shall be arbitrated absent mutual agreement between the parties.
 3. The parties may mutually agree to an arbitrator outside of the list provided above.
 4. The cost of the arbitrator shall be shared equally by the parties.
 5. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
 6. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.
 7. The arbitrator shall have no power to:
 - a. Rule on an issue previously barred from the scope of the grievance procedure.
 - b. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
 - c. Award punitive damages.
 - d. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
 - e. Establish wage schedules.
 - f. Interpret the law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Wage and Hour, E.E.O., M.E.R.C., etc.).

ARTICLE 17 (continued)

- M. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon. This provision will not be deemed to require the Union when filing a grievance on behalf of a classification(s) of employees to acquire the signature of all effected employees.
- N. All preparation, filing, presentation or consideration of grievances shall be held at time other than when an employee or a participating Union representative is to be at their assigned duty stations except as may be agreed by the parties. In such instances employees will suffer no loss of pay.
- O. The time limit provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- P. Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder prior to the expiration of this Agreement may be processed through the grievance procedure until resolution. Subsequent to the expiration date of this Agreement, grievances are subject to the restrictions detailed in section L (2).

ARTICLE 18**SUMMER SPECIAL PROJECTS LABOR POOL**

- A. School year employees who have an interest in working on special projects during the summer may sign up on the summer work rosters at the Superintendent's office not later than May 15 on any given year.
- B. Subsequent to May 15, the District will align the list of employees according to seniority within the employees' current and former Division(s). Available work for which the District elects to utilize the summer work rosters will be rotated starting at the top of the list. It is expressly recognized the District will not be required to utilize an employee in rotation who is incapable of demonstrating he/she is qualified to perform the work in question.

Offers of summer work may range from less than a full day to a number of consecutive work days. Employees offered such work must either accept or reject the complete assignment as offered. If rejected, the next person in rotation will be offered the work.

Any employee rejecting more than two (2) summer work assignments will be removed from the list for the balance of the summer. An employee electing such work who misses any scheduled work time (with the exception of time missed due to illness or disability of the employee) will be removed from the assignment. Removal from assignments on more than two (2) occasions will result in the removal of the employee from the list for the balance of the summer.

- C. Employees performing summer work will be paid at \$7.25 per hour. Employees will not receive, accrue or be eligible to utilize any other benefits.
- D. The following matters relating to the summer work pool are not subject to the grievance procedure:
 - 1. The determination of the District not to utilize the pool for certain special projects or work.
 - 2. The removal of an employee from the roster as provided in Section B.
 - 3. Any claim of benefit due or accrued other than a claim for wages due under Section C.
 - 4. Any claim by a fifty-two (52) week employee involving a loss of overtime or extra hour of work.

ARTICLE 19**DURATION AND NEGOTIATIONS PROCEDURES**

- A. All articles of this Agreement shall be effective upon ratification by the parties and shall remain in effect until June 30, 2000.

This Agreement may only be extended by mutual written consent of both parties.

Effective July 1, 1997, for the 1997-98 fiscal year, increase all wages rates in Article 15, and Appendix A by 2%. A separate additional non-taxable check in the following amounts:

\$125.00 for 11/12 month employees

\$75.00 for school year employees.

Effective July 1, 1998, for the 1998-99 fiscal year, increase all wage rates in Article 15, and Appendix A by 2%. Additional lump sum payment of 1% of previous fiscal year gross wages in a separate payroll check with FICA withheld. Check to be issued during July of following employment year for 11/12 month employees. Check to be issued during first pay period of following school year for school year employees.

Effective July 1, 1999, for the 1999-2000 fiscal year, increase all wage rates in Article 15, and Appendix A by 2%. Additional lump sum payment of 1% of previous fiscal year gross wages in a separate payroll check with FICA withheld. Check to be issued during July of following employment year for 11/12 month employees. Check to be issued during first pay period of following school year for school year employees.

- B. Either party may serve notice to terminate or amend this Agreement by giving written notice to the other party on or before May 1 of the year in which the Agreement expires. Such notice will be directed to the Superintendent or the President of Local 7-540.

In the event neither party provides notice as required above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before May 1, on any subsequent contract anniversary date.

- C. In the event the District restructures existing positions and/or creates a new classification which falls within the bargaining unit, the District will notify the Union President in writing accompanied by a job description, rate of pay and other applicable working conditions. Thereafter, the Union will notify the Superintendent of the acceptance of the terms in writing within ten (10) calendar days or alternatively, request a meeting to discuss and/or resolve any concerns or differences with respect to the wages and working conditions.

ARTICLE 19 (continued)

D. Copies of the master agreement will be produced by the District and distributed to all employees within the bargaining unit. Ten (10) additional copies of the agreement will be forwarded to the Local Union President.

In Witness Whereof, the parties have executed this Agreement.

* UNION

By [Signature]
Union President

By [Signature]
Negotiator

By [Signature]
Negotiator

By [Signature]
Negotiator

By [Signature]
Negotiator

By [Signature]
Negotiator

By [Signature]
Negotiator

AI [Signature]

** BOARD OF EDUCATION

By [Signature]
It's President

By [Signature]
It's Vice-President

By [Signature]
It's Secretary

By [Signature]
It's Treasurer

By [Signature]
Member

By [Signature]
Member

By [Signature]
Member

APPENDIX A

- A. The rates as set forth below apply only to those designated individuals and only for as long as each employee remains continuously employed in the wage classification (See Article 15) to which the employee was assigned on September 1, 1995.

<u>Name</u>	<u>Classification</u>	<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>
Sylvia Bajena	Cook	8.15	8.31	8.48
Pat Church	Cook	8.15	8.31	8.48
Robert Beeson	Custodian	11.68	11.91	12.15
Ted Doll	Custodian	13.11	13.37	13.64
Terry Barton	Maintenance	13.76	14.04	14.32
Ken Sugar	Maintenance	14.86	15.16	15.46
Nancy Burlingame	Aide	8.15	8.31	8.48
Victoria Cross	Aide	7.76	7.92	8.08
Lelah Dwyer	Aide	8.15	8.31	8.48
Carolyn Feltman	Aide	8.15	8.31	8.48
Robin Findley	Aide	7.92	8.08	8.24
Carolyn Ingersoll	Aide	8.15	8.31	8.48
Douglas Knauf	Aide	8.15	8.31	8.48
Nancy Smolka	Aide	8.15	8.31	8.48
Sue Worthy	Aide	8.15	8.31	8.48
Cheryl Sabatovich	Aide	8.15	8.31	8.48
Jayme Kristin	Delivery Person	9.22	9.40	9.59
Teresa Hunt	Clerk	8.15	8.31	8.48
Diann Woodcock	Secretary	11.73	11.96	12.20

APPENDIX A (continued)

- B. The annual salary set forth below applies only to those designated individuals set forth below and only for as long as each employee remains continuously employed in the specific position to which the employee was assigned on September 1, 1995.

<u>Name</u>	<u>Classification</u>	<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>
Jackie Kelly	Secretary	23,624	24,196	24,578
Karen Huss	Secretary	23,624	24,196	24,578

APPENDIX B

Notwithstanding the provisions of Article 16 (Insurance), the following employees will continue to be eligible for hospitalization insurance premiums contributions within the limits set forth below as long as he/she remains continuously employed in the wage classification (See Article 15) to which he/she was assigned on September 1, 1995.

Name	Classification	Premium Contribution
Doug Knauf	Aide	75% of single rate
Sue Worthy	Aide	100% of full family rate
Sylvia Bajena	Cook	100% of two party rate
Karen Huss	Secretary	100% of two party rate
Jackie Kelly	Secretary	100% of two party rate
Virginia Williams	Secretary	100% of single rate
Diann Woodcock	Secretary	100% of full family rate

APPENDIX C

JOB POSTING LOCAL 7-540

Date of Posting _____

Job Classification _____

Building Opening _____

Beginning Date _____

Date(s) of Work Year _____

Approximate Number of Hours Per Day, Week or Year _____

Immediate Supervisor _____

Duties and Responsibilities _____

Apply in Writing to: _____

