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9/30/2000



# Agreement



between the

**Warren Consolidated Schools  
Board of Education**

and

**American Federation of State,  
County and Municipal Employees**

**AFL-CIO  
COUNCIL 25, LOCAL UNION 1346**

**1989 - 1992 Original Contract**

**CONTRACT EXTENSIONS**

**1992 - 1996**

**1996 - 1999**

**WAGE OPENER/CONTRACT EXTENSION**

**1998-2000**

*Warren Consolidated Schools*

**Warren Consolidated Schools**

**Where Children Succeed**

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

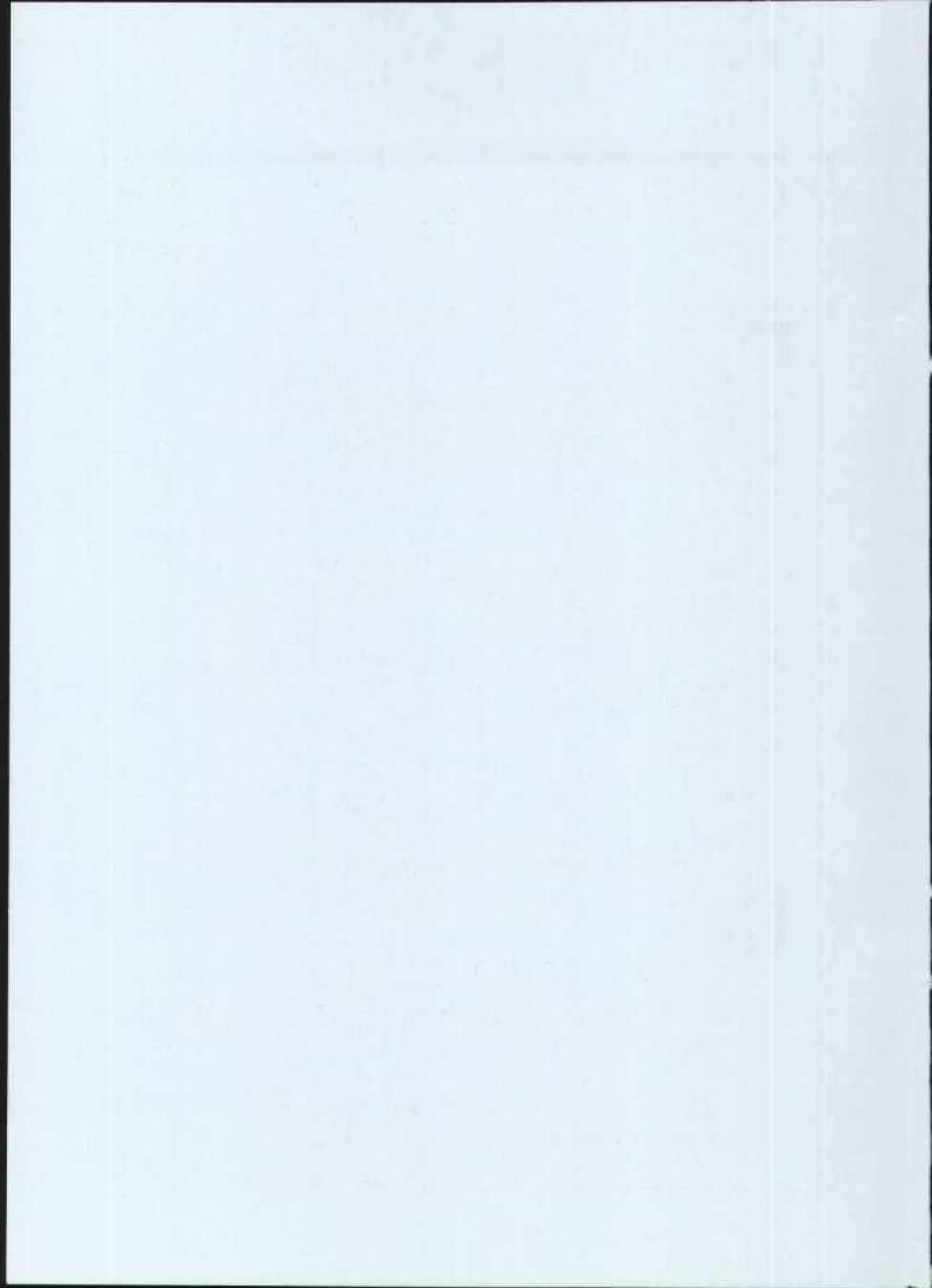
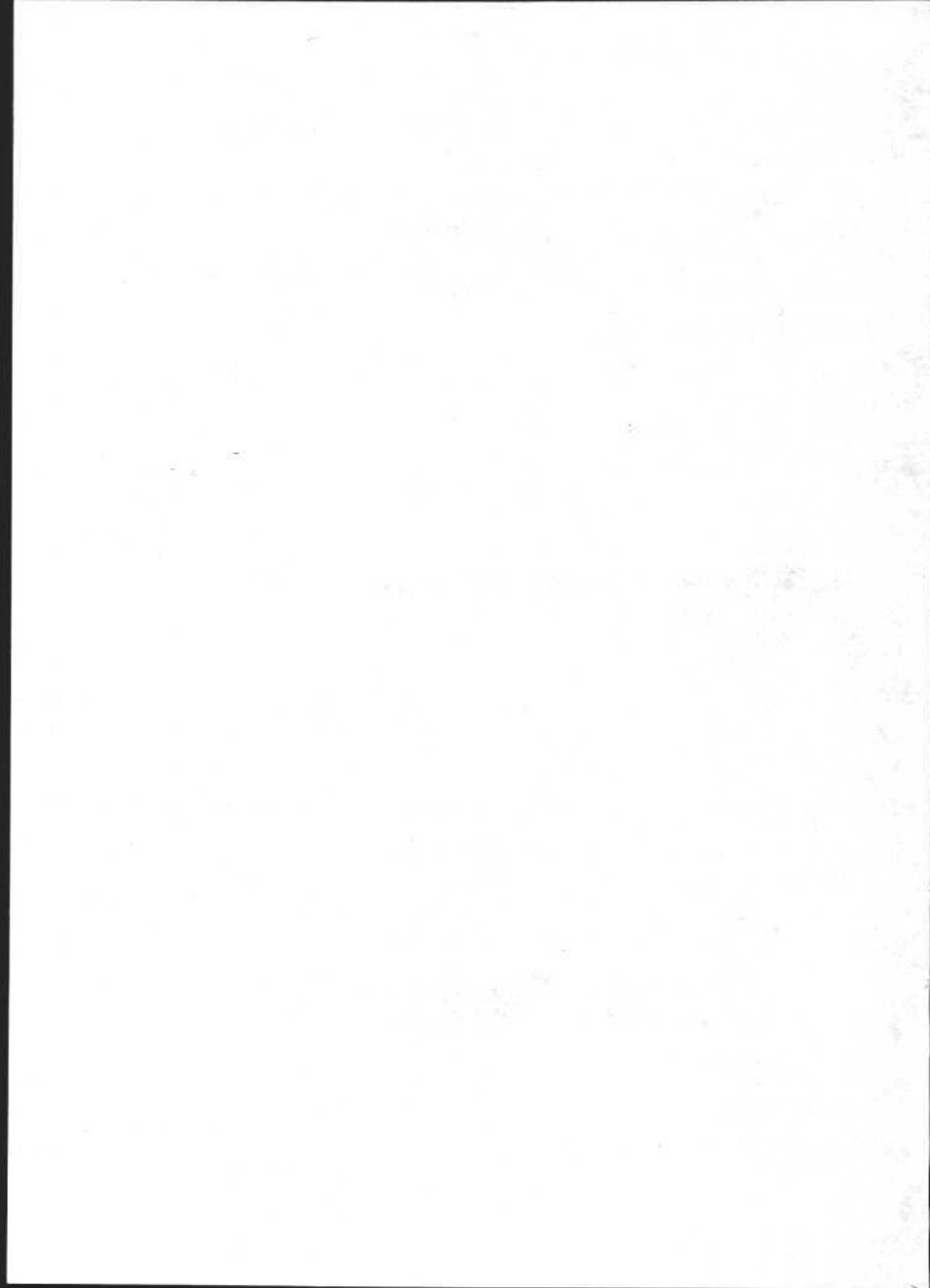


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**PREAMBLE**

This Agreement, entered into on the First day of October, 1990, is between the Warren Consolidated Schools, Counties of Macomb and Oakland, State of Michigan, (hereinafter referred to as the "School Board"), and Local 1346, affiliated with Council 25, Chartered by the American Federation of State, County and Municipal Employees (hereinafter referred to as the "Union").

**WITNESSETH**

Whereas, the School Board and the Union mutually recognize and acknowledge that the best interests of the student body and community will be protected and best served by an Agreement between the parties which will promote and insure harmonious industrial and economic relations between the parties during the term of this Agreement:

It is hereby mutually agreed as follows:

**ARTICLE I RECOGNITION**

**Employees Covered:**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board 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 term of this Agreement of all employees of the School Board included in the Bargaining Unit described below:

All non-instructional employees; excluding noon aides, teacher aides, crossing guards, transportation supervisor, assistant transportation supervisor, transportation administrative assistant, supervisor of cafeteria, assistant supervisor of cafeteria, maintenance supervisor, operations supervisor, custodial foremen, supervisors of reproduction room operator and property control clerk, secretaries, and office clerical employees.

**ARTICLE II AGENCY SHOP**

**Section 1 - Requirement of Union Membership**

- a. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue to be members of good standing in the Union for the duration of this Agreement.

ARTICLE II AGENCY SHOP (Continued)

Section 1 - Requirement of Union Membership - continued

- b. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and employees hired or rehired into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of good standing of the Union or shall, as a condition of employment, pay each month a service fee equal to the monthly Union membership dues for the duration of this Agreement, on the completion of their probationary period.
- c. Employees transferred or reinstated into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of good standing of the Union or shall, as a condition of employment, pay each month a service fee equal to the monthly Union membership dues for the duration of this Agreement, on or before the thirtieth (30th) day following their transfer or reinstatement into the Bargaining Unit.
- d. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, and if they are members of good standing, shall be deemed to meet the conditions of this section, and those employees paying the service fee as specified above shall be deemed to have met the conditions of this section.

Section 2 - Union Dues, Initiation Fees, and Service Charge

- a. **Payment by Check-Off:** Employees shall tender the initiation fee and monthly membership dues or service charge by signing the Authorization for Check-Off form. The School Board will submit to each employee a Union Membership form to be signed upon employment, transfer, or reinstatement into the Bargaining Unit. The initiation fee and monthly dues, or service charge, as stipulated by the Union, will automatically be put into effect according to Article II, Section I of this Agreement. **Check-Off Form:** During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off hereinafter set forth, the School Board agrees to deduct Union membership dues or the service charge levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off; it being understood that in those cases where no earnings are available, no deductions will be made.

ARTICLE II AGENCY SHOP (Continued)

Section 2 - Union Dues, Initiation Fees, and Service Charge  
(Continued)

- b. **When Deductions Begin:** Check-Off deductions under all properly executed Authorization for Check-Off shall become effective at the time the application is put into effect (according to Article II, Section I,) and shall be deducted from the first pay of the month and each month thereafter.
- c. **Remittance of Dues to Financial Officer:** Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues or service charges have been deducted between the fifteenth (15th) and thirtieth (30th) day of the current month.
- d. **Termination of Check-Off:** An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer employed. The Union will be notified by the School Board of the names of such employees following the end of each month in which the termination took place.
- e. **Disputes Concerning Membership:** Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the School Board and representatives of the Union, and if not resolved may be decided by the final step of the grievance procedure.

Section 3 - Hold Harmless

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of the Board's implementation of this Article.

ARTICLE III EFFECT OF AGREEMENT

Section 1

The School Board and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the School Board and the Union in an amendment hereto which shall be ratified and signed by both parties.

ARTICLE III EFFECT OF AGREEMENT (Continued)

Section 2

For the duration of this Agreement, the Union will not engage in, authorize, or encourage any concerted interruption of educational or subsidiary related activities due to a cessation, withdrawal, or withholding of service either in whole or in part by members of the Bargaining Unit for any reason and no officer or representative of the Union or member of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity, nor shall the School Board authorize or encourage the same nor lock out the employees.

Section 3

The rights of the School Board to effectively administer the school system are recognized by the Union and shall be administered in accordance with the Agreement.

ARTICLE IV GUARANTEE OF RIGHTS \*

Section 1 \*

The School Board and the Union agree that there shall be no discrimination against any employee by reason of race, creed, color, age, sex, marital status national origin, or disability.

Section 2

The School Board agrees that there shall be no discrimination against any member of the Bargaining Unit by reason of membership in the Union.

Section 3

The School Board agrees that its enforcement of discipline will be fair and for just cause.

ARTICLE V REPRESENTATION

Section 1

The members of all Union Committees recognized by the School Board for purposes of collective bargaining shall have to be seniority employees with the Warren Consolidated Schools.

\* See New Language Page 21E



ARTICLE V REPRESENTATION (Continued)

Section 2

The names of all such committee members shall be submitted in writing to the School Board by the Union upon election or appointment to a recognized committee. The School Board will provide a chain of command chart.

Section 3

The School Board agrees to recognize a Bargaining Committee which shall be composed of no more than six (6) members of the local Union and/or a Council or International representative, based on the present composition of the Bargaining Unit. The School Board will have no greater number of regular bargaining committee members than the Union.

Section 4

The School Board agrees to meet in special meetings through its Bargaining Committee with the Union Bargaining Committee, which may, at the Union's option, include Council and/or International representatives of the Union, to consider all matters which come properly before said committees. Meetings between the parties will be scheduled on a mutually agreeable day once a month, or as needed. The parties will submit an agenda with the request, setting forth the matters to be discussed. The meeting shall be confined to consideration of items on the agenda.

Section 5

The School Board agrees to recognize a Grievance committee which shall be composed of the President of the Local Union, a Chief Steward, and a number of Stewards. The Stewards and allocation of their area of jurisdiction shall be in accordance with the following formula:

- a. The Custodial Group shall be represented by one (1) Steward on the day shift, two (2) on the afternoon shift, and one (1) on the midnight shift, for a total of four (4) Stewards.
- b. The Transportation Group shall be represented by one (1) Steward.
- c. The Cafeteria Group shall be represented by one (1) Steward.
- d. The Maintenance Group shall be represented by (1) Steward.
- e. The Technical Group shall be represented by one (1) Steward.
- f. The Grounds Group shall be represented by one (1) Steward.

ARTICLE V REPRESENTATION (Continued)

Section 6

In the absence of a Steward or during overtime periods where three (3) or more employees are assigned, the President of the Local may designate one (1) of the working employees as temporary Steward for those periods. In such cases, verbal notification to the appropriate school authority shall be sufficient.

Section 7

Meetings between the School Board's designated representatives and recognized Union Committees shall be scheduled to commence no later than 2:00 p.m. on the day of the meeting. However, by mutual consent between the parties meetings may be held after 2:00 p.m.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1

A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under this Contract and will be subject to the grievance procedure hereinafter provided.

Section 2

The time limits specified hereinafter 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 Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the School Board's last answer.

In the event that the School Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the School Board's grace period for answering.

It is mutually understood and agreed that the parties recognize the importance of developing adequate representation at the lower steps of the grievance procedure. The parties agree that whenever either side is of the opinion that a particular grievance is of such importance as to warrant the personal intervention of a higher level of representation at the Step 2 meeting, then upon notice to the other side, the President of the Local Union and the School Board's representatives may participate in the Step 2 meeting.

ARTICLE VI GRIEVANCE PROCEDURE (Continued)

Section 3

All specified time limits herein shall consist only of work days within that group classification.

Section 4

Each grievance shall have to be initiated within three (3) days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within three (3) days after the Union or the aggrieved becomes aware of the cause for complaint. Settlement of grievances initiated more than three (3) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

The aggrieved employee will be given the right to attend meetings pertaining to his/her specific grievance. Should an employee attend a mutually scheduled grievance meeting during his/her regularly scheduled working hours, he/she will not lose pay except in cases of suspension or discharge.

If suspension or discharge is reversed through the grievance procedure and back wages are included in the settlement, the time spent by the grievant in attending the grievance meetings will become part of the settlement. However, the entire settlement will not exceed the wages the employee would have received if he/she had worked.

Section 5

Any employee having a complaint under the terms of this Agreement must notify his/her immediate supervisor of the problem, and he/she may also notify his/her Steward.

Step 1: The aggrieved employee shall have the right to representation by a Steward. When the Steward has been called by the aggrieved party, the Steward shall call his/her Supervisor to inform him/her of the fact he/she is processing a potential grievance. Upon the Steward's arrival on the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the Steward. If, in the Steward's opinion, proper cause for complaint exists, a meeting on the problem shall take place between the grievant and/or the Steward on the one hand, and the appropriate supervisor on the other. Sufficient time will be allotted during working hours to provide for investigation and processing of the complaint.

ARTICLE VI GRIEVANCE PROCEDURE (Continued)

Section 5 - continued

Step 1 - continued

In the event that the Union is dissatisfied with the result of the meeting with the appropriate supervisor on the matter, then the Union shall have the right to submit a written grievance on the complaint to the particular appropriate supervisor within three (3) days after the aforementioned meeting. The appropriate supervisor or his/her representative shall thereupon have three (3) days to respond to the grievance, in writing, setting forth his/her position on the matter.

Step 2: If the grievance is not satisfactorily settled in the aforementioned manner, then the Union shall have the right to appeal the written decision of the appropriate supervisor or his/her representative within three (3) days of the receipt of said written answer. Such appeal shall be directed to the appropriate Department Head in charge of the employee group which included the grievant. A meeting on the matter shall take place within five (5) days of the Department Head's receipt of the appeal. This Step 2 meeting shall be between the Chief Steward and the Steward on the one hand, and the appropriate Department Head, or his/her representative, who may be accompanied by others involved, on the other hand.

The Department Head or his/her representative shall render a written answer on the subject to the Union within three (3) days after the occurrence of the Step 2 meeting.

Step 3: In the event the grievance is not disposed of through Union acceptance of the Department Head's answer, the Union shall have the right to appeal the decision to the School Board's representative within three (3) days after receipt of the Department Head's or his/her representative's written position on the issue.

A meeting on the subject shall then take place within ten (10) days after receipt by the School Board's representative of the Union's appeal notice. This Step 3 meeting shall take place between the Chief Steward, the Union President and, when so designated, the Union Steward who will furnish pertinent information, a Council or International representative of the Union on the one hand, and the School Board's representative who may be accompanied by the Department Head and/or other School Board representatives, on the other hand. The School Board's representative shall render a written decision on the dispute to the Union within three (3) days after the occurrence of said meeting.

ARTICLE VI GRIEVANCE PROCEDURE (Continued)

Section 5 (continued)

Step 4: If the dispute still remains unresolved after completing of the foregoing procedure and on the basis of the School Board representative's answer, the Union may submit the grievance within sixty (60) days to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings.

Section 6

The arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement; however, the parties agree that he/she has the right to grant a monetary award.

Section 7

Each party will bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator.

ARTICLE VII DISCHARGE

Notwithstanding the foregoing procedures for the processing of grievances, protests against the discharge of an employee shall automatically bypass the first two (2) steps of the procedure and be lodged at Step 3 for consideration, commencing at the School Board's representation level, as provided. Step 3 meetings on discharge cases shall take place within three (3) days after receipt by the School Board's representative of a protest against the discharge. The Union will be notified in writing of the discharge action and upon receipt of said notice the normal time limits will apply.

ARTICLE VIII SENIORITY

Section 1 - Date of Seniority, Seniority Lists

The seniority of all employees on the list shall commence with the date of permanent hire by the Warren Consolidated Schools. The Union shall be furnished with a list by November 1 and April 1, setting forth in the order of their seniority each employee's name, seniority number, effective hiring date, and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to name. Seniority lists by group classifications will similarly be provided. The Union will be provided with a list of new hires, terminations, and other changes as they occur.

ARTICLE VIII SENIORITY (Continued)

Section 1 - Date of Seniority, Seniority Lists (continued)

The Union will designate in writing to the Personnel Office (or School Board) by October 1st of each year the person to whom the list of new hires, terminations, and other changes are to be sent. The School Board agrees to submit these notices to the single designated officer of the Union for distribution to whomever the Union deems appropriate.

The Union will be provided with a list of all bids, transfers, promotions, and/or all other changes of status of employees in the Bargaining Unit. The Union will designate in writing to the Personnel office by May 1st of each year the person to whom these changes (except for bid forms) shall be submitted. Department Heads shall send all bid forms that are submitted from all employees for each vacancy that is posted and also notice of the successful bidder for each position to the appropriate Steward.

Section 2 - Application of Seniority

Seniority shall be applied as hereinafter provided within classification occupational group and districtwide. The occupational groups shall be: 1) Maintenance, 2) Operations, 3) Cafeteria, 4) Transportation, and 5) Technical. If a State or Federally funded auxiliary subgroup is created within any occupational group, then seniority will be contained within that subgroup until such time that the subgroup is deleted or the employee bids into a district-funded position. Upon deletion or bidding out of the subgroup, seniority will be henceforth based on first date worked in the occupational group classification.

- a. When an employee moves from one occupational group to another occupational group, then said employee's seniority into the new occupational group shall commence with the first day worked in the new group classification. When two (2) or more employees transfer on the same date, district seniority shall prevail in the filling of the available positions.
- b. Seniority for computation of vacations, retirement, holidays, or other fringe benefits shall be from date of permanent hire into the Warren Consolidated School District.
- c. An employee who has moved from one occupational group to another occupational group and moves back to his/her original occupational group shall retain the seniority he/she had accumulated in that original group before he/she moved.

ARTICLE VIII SENIORITY (Continued)

Section 3 - Probationary Period

New employees hired into the Unit from the outside shall be probationary for the first ninety (90) working days of their employment, new ten (10) month employees probationary period will be the first forty-five (45) working days of their employment. Fringe benefits will begin after thirty (30) working days. The parties may, by mutual consent, extend the probationary period up to an additional thirty (30) working days. Upon completion of their probationary period the employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the date of hire. New employees, while in their probationary period, may be terminated without recourse to the grievance procedure. They shall be represented by the Union for all purposes under this Agreement during the probationary period except that no protest may be entered against termination during said probationary period.

Section 4 - Loss of Seniority

Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- a. If an employee quits.
- b. If he/she is discharged and the discharge is not reversed through the grievance process of the Agreement.
- c. If he/she is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the School Board.
- d. If he/she fails to return to work from lay off when recalled from lay off as set forth in the recall procedure provided herein.
- e. If he/she overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the School Board and/or fails to give explanations satisfactory to the School Board.
- f. If she/he is on lay off for a period exceeding two (2) years or the duration of his/her seniority at the time of lay off, whichever is greater.

ARTICLE VIII SENIORITY (Continued)

Section 5 - Location, Shift Requests

- a. Transfer is defined as a lateral change in shift and/or building location within a classification.
- b. Classification is defined as the specific job title within the occupational group in Salary Schedule "A", except that Head Custodian levels shall be treated for purposes of this Section as individual classifications as follows: Head Custodian, Senior High; Head Custodian, Junior High; Head Custodian, Elementary (regardless of the number of rooms and to include Head Custodian, Administration Building).
- c. It is further agreed that promotions and voluntary demotions will be processed simultaneously and will be granted on the basis of occupational group seniority. A trial period is required for all promotions, and for all voluntary demotions and other changes in classifications where the employee has not previously held the job.
- d. Bids which reflect a change of building location, shall be defined as transfer and shall be given preference over bids for promotion or voluntary demotion. Such bids will be honored on the basis of seniority within the group classification. No custodial employee may change location (laterally) or move downward in classification more frequently than three times in any one year (June 1st through May 30th) one of which may be exercised at the Bump & Bid session, or except when employees bid on temporary positions. This restriction may be modified by mutual consent between Union and Management.
- e. An employee who transfers or who is promoted to a position under the employer not included in the Bargaining Unit, shall have accumulated seniority frozen as of the day she/he leaves the Unit.

In the event the employee returns to the Bargaining Unit, the employee has the right to bump the least senior person in the same job classification within the group classification the employee occupied prior to leaving the Bargaining Unit provided that the employee has less seniority and shall exercise his/her Bargaining Unit seniority thereafter. The time spent out of the Bargaining Unit will not be counted toward seniority within the Unit.



ARTICLE VIII SENIORITY (Continued)

Section 5 - Location, Shift Requests (continued)

Those employees who leave the Bargaining Unit but still remain employees of the Board of Education and who re-enter the Bargaining Unit shall have total years of service with the Board of Education counted as the basis in determining salary placement, vacation, and longevity.

However, an employee who has left the Bargaining Unit shall not earn sick days during the time she/he is out of the Bargaining Unit.

Section 6 - Protected Seniority

Preferential seniority will be given to collective bargaining committee, grievance committee and Union Officers against lay off and against major work reduction to the extent that these Union representatives will be the last to be substantially reduced or laid off within their respective Occupational Groups, provided that any Union representative involved herein is qualified to perform the job which is available. This provision is not intended to provide the Union representative with a promotion (more hours than normally scheduled).

Any employee, other than a day shift employee, who is elected President of the Local Union, may remove the person with the least seniority within his/her classification on the day shift. The person replaced will fill the position vacated by the President.

Preferential seniority for one (1) Steward will be available during the summer recess should the department to which the Steward is assigned be scheduled to work. This provision applies to departments operating on a ten (10) month basis.

Section 7 - Lay Off

Reductions in the work force shall be effected through the following procedures:

- a. Probationary employees in the affected occupational group shall be immediately laid off.
- b. Occupational groups for layoff purposes only, shall include the following:
  - 1) Maintenance, Operations, Auxiliary, Mechanics, Mechanic Helpers, and General Service Drivers
  - 2) Transportation
  - 3) Cafeteria
  - 4) Technical

ARTICLE VIII SENIORITY (Continued)

Section 7 - Lay Off - continued

- c. The necessary number of least senior employees shall be removed from the affected classification. Maintenance helpers, trainees, and apprentices shall be considered in one classification in case of layoff.
- d. In applying the layoff provisions employees' seniority shall consist of their total years of service in the Warren Consolidated Schools.
- e. Any least senior employee so removed shall be able to exercise his/her seniority right to bump into:
  - 1) Any classification with his/her Occupational Group that is in a direct line beneath his/her classification; or
  - 2) Any classification within his/her Occupational Group that said employee had previously held; or
  - 3) Any classification within any occupational group that said employee had worked and accumulated seniority in, using that occupational group seniority.
- f. An employee who has bumping rights as set forth in (e) above shall have the right either to exercise the bump or to accept the lay off until recalled.
- g. The least senior employees who remain unplaced after the reduction in the required classifications and bumping is completed shall be laid off.
- h. The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session, such as summer, Christmas, and Easter recess periods.
- i. The above layoff procedure shall be accomplished at a one (1) day bidding-bumping session. Prior notice will be given by the Administration to the affected employees. Those absent must provide a written statement conveying the power of bid to an employee present or the absent employee will be placed by the Administration.

Section 8 - Recall

- a. Laid off employees shall be recalled in the inverse order of the layoff. Employees who have exercised their seniority to bump or who have been bumped will be given the option to return to their original classification when a vacancy occurs, prior to utilizing the recall or promotion, but not transfer.

ARTICLE VIII SENIORITY (Continued)

Section 8 - Recall - continued

a. - continued

Laid off employees will be placed in a recall pool by Occupational Group in the order of seniority. These employees will be called back according to their seniority to vacant positions which occur in their Occupational Group after all bumping, promotions and transfers have taken place. When an Occupational recall pool has been exhausted employees from other Occupational recall pools will be called for any opening that occurs within the Bargaining Unit prior to the employment of new employees.

- b. Employees who decline to accept a position out of their classification or Occupational Group will not be eliminated from their Occupational recall pool.
- c. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the School Board, non-registered copy to be sent to the Local Union President, and shall require that the employee report for work within five (5) days after the date of delivery or proof of non-delivery.

Section 9 - Temporary Layoffs

In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the School Board, the employees immediately affected may be laid off without regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall thereupon be regulated by seniority application.

Section 10 - Cut Back and Extension of Shifts

When conditions necessitate the cut back of one (1) shift and the extension of another shift the following procedure will be followed:

- a. The necessary number of the least senior employees shall be removed from the building and shift that is being cut back.
- b. Employees in buildings that will be affected by the shift change shall be notified of the change being made five (5) working days prior to the change.
- c. Any least senior employee so removed or affected by the move shall have the right to fill the vacancies of the extended shift or shall be able to exercise seniority rights to remove a least senior employee in that sub-classification.

ARTICLE VIII SENIORITY (Continued)

Section 10 - Cut Back and Extension of Shifts - continued

- d. The least senior employees who remain unplaced after all moves are completed shall have the option of filling vacancies on the extended shift or to accept a layoff.
- e. Cut backs and extensions of shifts may be handled as in Lay Off, Section 7, i.

Section 11 - Filling Vacancies

When a vacancy occurs which is not brought about through sickness or accident or which is more than ninety (90) days of non-compensable leave, said vacancy shall be posted in all installations immediately and shall be filled either through the bidding system, transfer, assignment or new hire, in accordance with the procedures outlined herein. The posted notice shall set forth the job title, shift, and location of the opening, the approximate number of hours required, and also the prerequisite qualifications necessary to perform the job. These qualifications shall relate to the specific job to be filled and if any unreasonable qualification is listed for any job by the School Board, the Union shall have the right to protest through the grievance process. Vacancies will neither be posted nor listed between June 1 and the 1st day of school, but will be temporarily assigned during the summer months and such openings will be processed during the annual bump and bid session as outlined in Article VIII, Section 7, i. This procedure will also be applicable for the Cafeteria Department. Exceptions to the above will be in skilled areas of the Maintenance Department, Transportation Mechanics, and Technical Department, which shall be filled through temporary transfer and will be posted.

During the month of May each year, all employees shall have the opportunity to sign a list(s) that would indicate they would be interested in an open position(s) during the summer recess. The employee(s) shall sign such list(s) in the Personnel Department.

The school district shall notify the employees who sign such list(s) by certified mail of the open position(s).

The bidding procedure time limits shall be extended for a period of 7 calendar days during the summer recess period to allow ten (10) month employees who are interested to sign up for the position.

If an employee is off work for the summer recess, is going on vacation, sick leave, leave of absence, and wishes to be considered for vacancies that occur during his/her absence, he/she shall request in writing to the Personnel Department the vacancies for which he/she wishes to be considered. The Personnel Department will notify the employee if an opening occurs.

ARTICLE VIII SENIORITY (Continued)

Section 11 - Filling Vacancies - continued

It is mutually understood that wherever this Agreement requires retention of a position for an employee who is on compensable or non-compensable leave, that that position is not considered a vacancy and as such will not be posted and, consequently, not filled through the bidding process.

Section 12 - Promotion and Demotion Procedure

- a. In all cases, promotion and demotion shall be defined as a movement from one classification to a classification with a different job title. The original round of bidding will be within the cafeteria, the custodial, the maintenance, transportation, the technical or auxiliary Occupational Groups, as the case may be. If the vacancy cannot be filled in this round of bidding, then bidders from other Occupational Groups will be considered before resorting to new hires.

(See Letter of Understanding dated November 1, 1971.) The bid notice of each vacancy shall be posted for five (5) working or school days, during which time all employees desiring to bid for the job must file their bid in writing with the designated School Board representative.

The bidding form shall be filled out completely by the bidding employee. The employee shall retain one copy of said form and the School Board representative shall retain the original, forwarding a copy to the appropriate Union Steward. The successful, qualified, senior bidder shall fill the job immediately or as soon as possible within five (5) days after the date of the closing of the bid. In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to the employee and the Union. If reasons provided are not acceptable, the denial will be subject to the grievance procedure.

During the above bidding process, the senior employee from another Occupational Group who is qualified and has informed the Director of Operations and Transportation at or prior to bid time will be offered a temporary, vacant position in the operations area until such time that the employee's seniority allows him/her to successfully bid for a permanent location, before resorting to new hires. The employee offered the temporary position shall fill the job immediately or the temporary position will be offered to the next most senior qualified employee who has informed the Director of Operations and Transportation at or prior to bid time. The Union Stewards will be provided with a list of interested employees.

**ARTICLE VIII SENIORITY (Continued)**

**Section 12 - Promotion and Demotion Procedure - continued**

Effective upon the execution of this agreement, July 1987, all current employees shall retain their right to bid by seniority into other occupational groups.

After the effective date (signing) of this agreement, new hires may bid on positions in other occupational groups and will be considered along with other applicants.

- b. On promotion or voluntary demotion, or when employees take higher ranking jobs within their own group classification on a day to day basis, they will receive the rate of pay in the classification and job they are performing that is in line with their total years of seniority in the District.
- c. When an employee takes a job within another Occupational Group he/she will receive the rate of pay equal to or more than that which he/she previously received, but in no case less, except as specified below. If the salary schedule in the other Occupational Group does not provide a wage comparable to, or more than, the employee's former wage, he/she will be placed at the top of the salary scale of the classification to which he/she is moving.
- d. Prior to taking the position, the successful bidder for a Head Custodian position will be required to work up to ninety (90) days with the skilled trades and energy departments. Failure to demonstrate skills required for a Head Custodian position will be sufficient reason to deny the employee the promotion. After the program is completed, a certificate of qualification will be issued and the employee will be placed in the building into which they bid and be subject to a trial period. While the position the trainee previously held is vacant, the position will be filled by substitutes or floaters until the training is completed. During the training period, the trainee will be paid the prevailing Head Custodian rate.

**Section 13 - Selection of Successful Bidders and Trial Period**

The successful bidder shall be given a trial period of up to sixty (60) work days in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. In the event the successful bidder is deemed unsatisfactory, then that determination may be processed through the grievance procedure. If the employee elects to reject the promotion or she/he is deemed unsatisfactory after the process of the grievance procedure during the sixty (60) day trial period, then said employee shall have the right to be restored to his/her former job and school from which she/he originally bid.

ARTICLE VIII SENIORITY (Continued)

Section 13 - Selection of Successful Bidders and Trial Period - continued

In the event that the successful bidder declines the position for any reason, before or during the probationary period, that bid shall go to the next senior bidder until the bid sheet is exhausted.

This Section shall apply to all promotions, to voluntary demotions where the employee has not previously held the job, or to any change in classification where the employee has not previously held the job.

Section 14 - Sequence of Posting Vacancies

When a successful bidder is moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the moved bidder satisfactorily completes his/her trial period and becomes regularly assigned to the other job. During the vacated period, the senior employee in the next lower classification of that group classification in the building shall have the option to fill said vacancy and be paid the higher rate of pay, if any is so involved. This also will apply on day to day absences where regular assigned employees are not available.

If a cafeteria employee refuses three (3) times to fill any vacancy or extra assignment offered, then the School District is not obligated to contact said employee under the above provision for the remaining part of that school semester. Cafeteria employees may absolve themselves of an extra duty obligation by notifying the School District at the beginning of each year.

Twice a year, once in September and once in January, a notice will be sent to all afternoon and midnight custodians requesting them to state their intentions regarding substituting for the head custodians on either a day-to-day basis or for longer periods. If the custodian agrees to fill the vacancy she/he will be expected to replace the head custodian in the building in which she/he is working in all instances, unless extenuating circumstances prevent him/her from doing so.

Day-to-day coverage of noon runs, after total utilization of relief drivers will be offered by seniority to any driver able to meet time requirements. This will be on a rotation basis. Three (3) consecutive refusals will be cause for removal from the list.

ARTICLE VIII SENIORITY (Continued)

Section 15 - Subcontracting

The School Board will not subcontract any work normally performed by its work force as long as employees are available and the necessary equipment is owned by and available to the School District. In the event employees and/or equipment are not available to the District, the Board will notify the Union of the conditions prior to subcontracting.

Any disputes arising from the above shall be subject to the grievance procedure.

Section 16 - Temporary Assignments and Employees

Day-to-day absences, where regular employees are not available for assignments, may be filled by substitutes.

Only regular, but less than twelve month employees of the school district will be employed during the summer vacation to augment the building custodial staff. Government grants will only be considered after needs have been met. Those employees wishing to exercise this opportunity must inform the plant department in writing on or before June 1st of each year. Summer employment shall be based on district seniority. Employees shall be notified of summer employment three days prior to the last day of the scheduled school semester.

Full-time high school and college students may also be employed as needed to augment the work force during peak periods in the grounds department and in departments other than custodial, during the summer, Christmas and Easter periods.

ARTICLE IX, HOURS, OVERTIME AND PREMIUM PAY

Section 1

The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.

Section 2

The normal work schedule shall be Monday through Friday. The normal work week for computation of overtime is Monday, 6:00 A.M. to Monday, 6:00 A.M.

Help will be provided for truck drivers during peak load periods subject to approval of the immediate supervisor.



ARTICLE IX HOURS, OVERTIME AND PREMIUM PAY (Continued)

Section 3

The work day shall commence with the start of the first shift and shall consist of three (3) shifts as required within twenty-four (24) hours. The schedule of shifts shall be as follows:

a. Operations Shifts - Normal Schedule

Listed below are the hours to be worked beginning September 9, 1987.

Classification

*High School	Day Shift	6:30 A.M. - 3:00 P.M.
	Lunch Program	6:30 A.M. - 3:00 P.M.
	Afternoon Shift	3:00 P.M. - 11:30 P.M.
	Midnights	10:30 P.M. - 7:00 A.M.
*Junior High School	Day Shift	6:30 A.M. - 3:00 P.M.
	*Lunch Program	9:00 A.M. - 5:30 P.M.
	Afternoon Shift	3:00 P.M. - 11:30 P.M.
*Elementary	Day Shift	6:30 A.M. - 3:00 P.M.
	Afternoon Shift	3:00 P.M. - 11:30 P.M.
*Administration Bldg	Day Shift	8:00 A.M. - 5:00 P.M.
	Afternoon	12:00 P.M. - 8:30 P.M.
	Afternoon	4:30 P.M. - 1:00 A.M.
	Midnights	11:30 P.M. - 8:00 A.M.
*Butcher Community Education	- Same as Junior High	
*Frost Community Education	- Same as High School	
*Melby Community Education	- Same as Junior High	
*South Service Center	- Same as Elementary	

a. Operations Shifts - Normal Schedule

Classification

***Grounds Attendant	6:30 A.M. - 3:00 P.M.
***Warehouse Keeper	7:00 A.M. - 3:30 P.M.
*Truck Driver	6:30 A.M. - 3:00 P.M.

- \* During Christmas, Easter and summer vacation periods, when school is not in session, the regular work day will be between 7:00 A.M. and 5:00 P.M. Exceptions will be made in the pool area, Administration Building, South Service Center and Community Education Programs at Butcher, Frost and Melby. Any other exceptions, which may be required for the effectiveness or efficiency of the departments, will be by mutual agreement between Administration and the Union.

ARTICLE IX HOURS, OVERTIME AND PREMIUM PAY (Continued)

Section 3 - continued

a. Operations Shifts - Normal Schedule - continued

In the event that bus schedules necessitate a change in basic school operating hours, the head custodian may be adjusted accordingly.

\*\*Afternoon differential from 3:00 P.M. to 5:30 P.M.

\*\*\*Where weather conditions make usual work impossible, grounds personnel may be reassigned to other work installations.

During the period between November 15th and March 15th, there may be a midnight shift from 10:00 P.M. Sunday through 6:30 A.M. Friday for two (2) individuals. Shift preference will be by seniority.

\*\*\*\*The warehouse keeper schedules may be altered to accommodate the arrival of work within the department.

b. Cafeteria Shifts

A full shift in the cafeteria shall consist of eight (8) hours. An average starting time for each shift will be established and posted at each school installation. Assignments in each shift will be made in accordance with requirements for utilization of individuals within classifications.

The School Administration will endeavor to assign hours on as regular a basis as is consistent with work needs. The parties agree that the nature of the cafeteria function in school buildings requires a degree of flexibility in work schedules. The Union agrees that deviations to accommodate legitimate work objectives may be made by the School Administration and the School Administration agrees to strive sincerely to confine such changes to real need, but otherwise to maintain the integrity of the basic established work shift.

ARTICLE IX HOURS, OVERTIME AND PREMIUM PAY (Continued)

Section 3 - continued

c. Transportation Schedule

The normal schedule for bus drivers shall be as follows:

All drivers, punch-in time prior to start of morning (A.M.) run.

September 1 - November 30	15 minutes
December 1 - March 31	25 minutes
April 1 - June 30	15 minutes

Additional compound time, at end of A.M. runs	10 minutes
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Punch-in time prior to the start for all other runs shall be:

September 1 - November 30	5 minutes
December 1 - March 31	10 minutes
April 1 - June 30	5 minutes

Cleanup, at end of day	10 minutes
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Additional compound time, at end of P.M. runs	5 minutes
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It is understood that this additional 10 minutes per day is to be utilized for arrival within the compound, parking of bus, making any necessary reports, or utilizing the time effectively for the responsibilities of the bus prior to punch-out time.

The above schedule for punch-in time will be in effect as described and the time will be used for run preparation within the compound. Actual time for length of run will commence upon the driver leaving the compound.

In determining time worked, the clock will be on a one-tenth (1/10) hour basis, i.e., six (6) minutes. Pay for deviation from scheduled punch-in and punch-out times must be approved by the supervisor. Docking procedure will not be greater than twelve (12) minutes or the compound time given, whichever is less.

Deviations from the schedule will be held to the minimum but may take place when dictated by road conditions and unusual school conditions.

ARTICLE IX HOURS, OVERTIME AND PREMIUM PAY (Continued)

Section 3 - continued

All drivers will punch in and out the same. All vehicles will remain in the compound when not on assigned runs.

Summer school drivers will pick their runs according to seniority. Said drivers will be entitled to fringe benefits including accumulation of, and access to, sick leave; however, only those transportation employees working fifty percent (50%) or more of the summer recess will be eligible for pro-rata vacation benefits.

- d. The normal day schedule for transportation mechanics and helpers will be an eight-and-one-half (8-1/2) hour day falling between the hours of 6:00 A.M. and 6:00 P.M., which includes an unpaid uninterrupted one-half (1/2) hour lunch period, except in emergencies.

The normal afternoon schedule for transportation mechanics and helpers will be an eight-and-one-half (8-1/2) hour day falling between the hours of 2:00 P.M. and 12:00 Midnight, which includes an unpaid uninterrupted one-half (1/2) hour lunch period, except in emergencies.

- e. Maintenance Schedule

The normal schedule for maintenance shall be as follows:

	<u>Normal Start of Shift</u>	<u>Normal End of Shift</u>
Day Shift	7:00 A.M.	3:30 P.M.
Afternoon Shift	*3:15 P.M.	11:45 P.M.
Summer	Summer hours may require flexible schedule	

- \* 1) Includes Painting Department and the Asbestos Abatement Department; in addition all Maintenance Department employees hired after the signing of this agreement, October 1, 1990 may be subject to this shift.
- 2) During Christmas, Easter, and summer vacation periods when school is not in session, the regular work day will be between 7:00 A.M. and 5:00 P.M.

ARTICLE IX HOURS, OVERTIME AND PREMIUM PAY (Continued)

Section 3 - continued

f. Technical Schedule

The normal schedule for the technical group will be as follows:

<u>Classification</u>	<u>Normal Start of Shift</u>	<u>Normal End of Shift</u>
*Property Control Clerk	8:00 A.M.	5:00 P.M.
*Reproduction Room Operator	8:00 A.M.	4:30 P.M.
*Reproduction Room Operator Ass't.	8:00 A.M.	4:30 P.M.
*A-V Technician	8:00 A.M.	4:30 P.M.

\*Special provisions listed in Section 3 (a) of this Article shall also apply to technical group employees.

Section 4 - Lunch Periods

- a. A work shift shall consist of not more than eight (8) hours straight time which shall be broken by a lunch period.
- b. Cafeteria eating time shall be as follows: One-half (1/2) hour shall be allotted to eight (8) hour employees and prorated to less than eight (8) hour employees, except that employees working less than four (4) hours shall not be entitled to a lunch period.

Lunch time as allotted above will be provided within the work hours. Less than four (4) hour employees will not be denied a lunch provided it is not eaten during working hours.

- c. It is mutually understood and agreed that sufficient time is now allocated between bus runs, before runs, and after runs for rest periods and for lunch. Under present programming no transportation employee drives or works eight (8) hours without breaks, or time for lunch. If programming changes in the future, so that transportation employees drive or work eight (8) straight hours without breaks or lunch time then this section or item would be negotiable.
- d. Custodial employees will be granted one-half (1/2) hour per day unpaid lunch period. Lunch period for custodial employees will be established at the beginning of the school year and will be an uninterrupted period. Lunch periods are subject to change upon one (1) week's notice by mutual agreement between both parties.
- e. Maintenance and grounds crews will be granted one-half (1/2) hour unpaid and uninterrupted lunch period (except for bona fide emergencies involving health and safety).

ARTICLE IX HOURS, OVERTIME, PREMIUM PAY (Continued)

Section 4 - Lunch Periods - continued

- f. The A-V Technician, the Reproduction Room Operator, and the Reproduction Room Operator Assistant shall be granted a one-half (1/2) hour unpaid and uninterrupted lunch period. The Property Control Clerk shall be granted a one (1) hour unpaid and uninterrupted lunch period.
- g. It is recognized that all Bargaining Unit employees are entitled to a short coffee break, one prior to the lunch period and one following the lunch period. However, less than four (4) hour employees shall be entitled to only one (1) short coffee break.

Section 5 - Work Hours

All work performed in excess of forty (40) hours in a scheduled work week or work performed in excess of eight (8) hours a day and work performed on Saturday will be paid at the rate of time-and-one-half. Work performed on Sunday will be paid at the rate of double time. The following provisions shall also apply:

- a. Overtime pay shall not be pyramided.
- b. When functions for which the School Board does not pay the cost and which are serviced through utilization of unscheduled Bargaining Unit employees, the time worked will be paid at the appropriate overtime rate regardless of the straight time hours worked.

Section 6 - Overtime

- a. Overtime will be distributed as equally as possible among the eligible employees in the desired classification who are available by reason of being on the shift and at the installation where the work is required.
- b. Custodial overtime will be on a rotation basis according to seniority within an installation. When overtime cannot be filled within the installation, it shall first be on a rotation basis according to seniority within an Occupational Group. A "no" answer constitutes a turn.
- c. In cases of emergency when the School Administration requires the use of a Head Custodian, she/he will be called and the time spent will not be counted toward the rotation of the normal scheduled overtime.

ARTICLE IX HOURS, OVERTIME AND PREMIUM PAY (Continued)

Section 6 Overtime - continued

- d. Overtime in the Cafeteria will be assigned by the Supervisor of Food Services. The Supervisor of Food Services will determine the number of employees needed and the classifications required. All overtime will be distributed as equally as possible among all the employees within each installation. A "no" answer constitutes a turn and those hours will be charged.
- e. Overtime among the Mechanics within the Transportation Department will be rotated and equalized within a classification.

The classifications as referred to for implementation of this provision and this provision only will be as follows:

- 1. Mechanic Coordinator and Bus Mechanics.
- 2. Mechanics Trainee

Overtime records for Mechanics and Mechanic Trainees will be posted on the Union bulletin board in the bus garage by pay period. A "no" answer shall constitute a turn.

In case of an emergency call, the overtime the employee works will not be counted toward the rotation of the normal scheduled overtime unless it exceeds the call-in time specified herein.

- f. Field trips shall be selected, according to seniority and on a rotation basis and will be based on drivers' ability to reach the pick-up point without disturbing their regularly assigned runs as set forth below. A "no" answer shall constitute a turn.
  - 1. All field trips will be posted at 6:30 A.M. the day prior to the scheduled trip until 2:00 P.M. and drivers will be notified by posting at 3:00 P.M. of the same day.
  - 2. a) There will be one (1) field trip roster for Monday through Friday when school is or is not in session to continue perpetually through summer recess. There will be one field trip roster for weekends and holidays to continue perpetually through summer recess. Drivers will have their choice of the trips posted on the weekend/ holiday roster regardless of the day.

ARTICLE IX HOURS, OVERTIME AND PREMIUM PAY (Continued)

Section 6 - Overtime - continued

2. - continued

- b) Summer field trips will be called at specific agreed upon time, twenty-four (24) hours in advance. According to seniority, drivers will be given their choice of run for that day. Three consecutive turn-downs will constitute removal from the summer field trip list. Field trips scheduled less than twenty-four (24) hours in advance will be offered to the first senior person called on rotation for that day, with no loss of turn.
- c) A driver with a noon run taking a regular day trip would have the necessary school runs covered (after A.M. elementary drop off and before normal P.M. high school pick up is considered a regular day trip.)
- d) Relief drivers will be offered noon runs of drivers taking trips in so far as they are available. After total utilization of relief drivers, all other employees without noon runs will be allowed to cover noon runs of employees taking a regular day trip. This will be on a seniority rotation basis. Three consecutive refusals will be cause of removal from the list.
- e) A relief driver will cover the total run of an absent driver including the field trip (assigned by schedule time). Management is not liable if the trip is cancelled or shortened.

Upon full and complete utilization of relief drivers, day-to-day absences that still exist will be given to Union Floaters.

Upon full and complete utilization of relief drivers and floaters, day to day absences that still exist will be given to substitute drivers, with the exception of field trips.

- f) A minimum of one (1) bus per day will be released for an odd hour trip with necessary school runs of the driver taking the trip being covered but not parts of runs.



ARTICLE IX HOURS, OVERTIME AND PREMIUM PAY (Continued)

Section 6 - Overtime - continued

- g) Drivers will be allowed to take odd hour field trips and complete their regular A.M. or P.M. school runs as long as the trip can be accommodated within fifteen (15) minutes of the requested time.
  - h) All drivers shall have an opportunity to select field trips occurring on weekends, holidays, and when school is not in session during the school year.
  - i) On field trips outside the school district that are scheduled when school is not in session, as during night hours and/or weekends, employees will select the bus of their choice, subject to the approval of management.
3. The following day's selection of field trips will be initiated with the first eligible person following the last assigned person of the previous day.
  4. Trips about which there is less than a twenty-four (24) hour notice, or trips turned down, "toss up", after they have been accepted will be offered to the senior person up for a trip that day with no loss of turn. Drivers who "toss up" more than three trips per year, shall be removed from the regular field trip roster.
  5. Emergency trips that come in within one and one-half (1-1/2) hour of pickup time shall be offered to the first senior person available at the transportation building with no loss of turn.
  6. Mechanics and Mechanic Helpers will not drive field trips as long as any drivers are available.
    - a. Overtime will be on a rotation basis according to seniority and equalized for all grounds crew employees. In cases when School Administration requires the use of a Groundskeeper, she/he will be called and the time spent will not be counted towards the rotation of the normal scheduled overtime.
    - b. Overtime within the Maintenance Department will be rotated and equalized within a classification. In case of an emergency call, the overtime the employee works will not be counted towards the rotation of the normal scheduled overtime unless it exceeds the call-in time specified herein. Overtime records shall be kept up to date and posted on the bulletin board by the supervisor.

ARTICLE IX HOURS, OVERTIME AND PREMIUM PAY (Continued)

Section 7

Approved compensable leave days and unworked holidays will count as days worked in the computation of overtime at the end of the work week.

Section 8

When an employee reports for work as scheduled, the employee shall be paid a minimum of two (2) straight time hours. Employees who are working a scheduled shift but then are sent home because of no work will be paid fifty percent (50%) of their normal shift of work, or the amount worked, whichever is greater, but in no case less than two (2) hours.

When a Transportation driver is scheduled for a field trip and the trip is cancelled, for whatever reason, the driver shall receive two (2) hours straight time pay. If a cancellation occurs on a weekend or holiday trip, the driver shall also be paid two (2) hours straight time. However, if the driver shows up for such run that is cancelled, the driver shall be paid two (2) hours at the prevailing overtime rate.

Section 9

When an employee is called for unscheduled work, when scheduled to be off, the work performed shall be paid at a rate of time and one-half of the regular rate, provided that minimum pay for a call-in shall be two (2) straight time hours and providing criteria in the first paragraph of section 5 of this article has been met.

When an employee has a shift extended, she/he shall be paid for the actual additional time worked at the prevailing rate.

If a field trip begins after a regular run, the employee will remain on the clock providing the time of the field trip run and the layover time between the field trip and the scheduled clock-out time at the end of the regular run totals two (2) hours or less. In such cases, the driver will be paid for the actual time required to drive the field trip run, including the layover time. All other field trips, shall be at a minimum of two (2) hours at the driver's current regular straight time rate, unless overtime provisions apply.

Compound time for field trips is as follows:

12 minutes prior to the field trip on week days (when Mechanic is on duty).

30 minutes prior to the field trip on weekends and holidays.

ARTICLE X PHYSICAL EXAMINATIONS

Section 1 - Physical Examinations

The Board will cover the complete cost for required physical examinations. These examinations shall be performed by a qualified physician designated by the Board.

Section 2 - Tuberculin Skin Tests or Chest X-Rays

Tuberculin skin tests or chest x-rays, required by the State, will be furnished by the Board at a Board designated facility.

Tuberculin skin tests or chest x-rays will be scheduled at a time not to create a cost penalty to the District and with a minimum amount of inconvenience to the employee.

Section 3 - Challenge of Examinations Report

In the event the report of the employee's attending or examining physician is challenged by the School Administration or if the Union challenges the report of the School Board doctor's examination, then the procedure shall be as follows:

- a. The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice, at the protesting party's expense.
- b. If the reports of the two examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.

In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and, instead the affected employee shall be examined at the equally shared cost of the Board and Union, by an appropriate specialist in the area of controversy at the Ford Hospital, or the University of Michigan Hospital in Ann Arbor for the final determination in the matter which shall be binding on the parties.

ARTICLE XI HOLIDAYS

Section 1

The following days shall be celebrated as paid holidays:

Thanksgiving	Good Friday
Friday following Thanksgiving	Easter Monday
Weekdays between Christmas Eve	Memorial Day
and New Year's Day including	Independence Day
Christmas Eve and New Year's Day	Labor Day

Employees are not permitted to use personal days to extend the Christmas-New Year's Holiday.

Section 2

When one of the above enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday shall be deemed the holiday. This provision does not apply for the Christmas Eve-New Year's recess.

If an employee is required to work on any of the above enumerated holidays she/he will receive holiday pay plus double time for all hours worked.

On a day that the Superintendent might declare a holiday which is in addition to those holidays enumerated above, an employee required to work will receive straight time in addition to the holiday pay for all hours worked.

Section 3

The custodians on the midnight shift shall be allowed to move to the afternoon shift on the day before a holiday (ie. the Wednesday before Thanksgiving) provided there are no activities scheduled in that building that night. In the buildings where there are activities scheduled that night, the employees in that building will work their regular shift.

On the first day after the students last day during the summer recess all custodians will move to the day shift.

On the day that the teachers return to school at the end of the summer recess, the midnight shift custodians will begin working the midnight shift.

For winter break of February 1990 all custodians will be able to work the day shift the first school day that the students are not scheduled for school except for the exceptions listed in Article IX, Section 3 (a) of the collective bargaining agreement.

ARTICLE XI HOLIDAYS (Continued)

Section 4

In order to qualify for holiday pay, an employee must have attained seniority and must have worked the last regularly scheduled work day before and the first regularly scheduled work day after each holiday.

An employee who has been off the day before or after a holiday due to illness (except when the employee is receiving LTD benefits), or who is on an approved compensable leave, or who is on approved personal days pursuant to Article XIV, Section 5 (d), or approved vacation shall have these days counted as days worked.

Section 5

If a payday falls on a holiday the employees will receive their pay checks prior to the holiday.

ARTICLE XII VACATIONS

Vacations will be granted to regular twelve (12) month employees. Transportation employees working fifty percent (50%) or more during the summer recess period will be eligible for prorated vacations.

Normally, vacations will be taken during the summer months. If an employee desires a vacation other than during the summer months, and it does not interfere with the efficiency of the operation, then permission will be granted if it is mutually agreed to by the Union and Administration.

Section 1

- a. An employee will be entitled to one (1) weeks vacation upon completion of the first year of service. However, during the first year such employee will be allowed to take vacations after July 1, based upon the prorated vacation earned by computing the time between the original hiring date and July 1.
- b. An employee will be entitled to two (2) weeks vacation upon completing two (2) years of service with the School District. However, during the second year such an employee will be entitled to the first week earned from the previous year plus the prorated time between the original hiring date and July 1, as described above.

ARTICLE XII VACATIONS (Continued)

Section 1 - continued

- c. An employee who has completed five (5) years of service will be entitled to three (3) weeks vacation with pay. However, during the fifth year such an employee will be entitled to the two (2) weeks vacation earned by virtue of service during a previous year plus the prorated portion of the third week in accordance with the formula set forth above.
- d. Additional days vacation will be earned for each year of service as specified below:
- |                     |                     |
|---------------------|---------------------|
| Eleven (11) Years   | Sixteen (16) days   |
| Twelve (12) Years   | Seventeen (17) days |
| Thirteen (13) Years | Eighteen (18) days  |
| Fourteen (14) Years | Nineteen (19) days  |
- e. An employee who has completed fifteen (15) years of service will be entitled to four (4) weeks vacation with pay. However, during the fifteenth (15th) year such an employee will be entitled to three (3) weeks vacation earned by virtue of service during a previous year plus the prorated portion of the fourth (4th) week in accordance with the formula set forth above.
- f. An employee who has completed twenty (20) years of service will be entitled to five (5) weeks vacation with pay. However, during the twentieth (20th) year such an employee will be entitled to the four (4) weeks vacation earned by virtue of service during a previous year plus the prorated portion of the fifth (5th) week in accordance with the formula set forth above.

Section 2 - Vacation Conditions

Employees shall not be entitled to take any prorated vacation until they have completed their probationary period.

When a contract holiday falls within an employee's vacation period, said employee shall receive an additional day of vacation.

Employees will not accumulate vacation credits during non-compensable leave except for employees on a ninety (90) day non-compensable leave as provided in Article XV, Section 3. Long Term Disability and worker's compensation absences shall be considered non-compensable leaves for the purpose of vacation accumulation after one year.

**ARTICLE XII VACATIONS (Continued)**

**Section 2 - Vacation Conditions - continued**

Employees unable to take the accumulated vacation, due to time constraints, will be granted an extension to exceed the July 1st deadline or will be remunerated at the choice of the employee.

Upon one (1) month's notice an employee will be paid his/her earned vacation monies for the period of vacation being requested before leaving on vacation.

Employees who terminate in good standing with the School District (not discharged) and who give two (2) weeks advance notice of intention to quit and work through the period of such notice, shall be paid the unused portion of their earned vacation in lieu thereof, unless other arrangements are mutually agreed on.

If an employee is laid off or retired, she/he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.

**ARTICLE XIII COMPENSATION \***

**Section 1 - Basic Wages and Fringe Benefits**

The wages received by employees by this Agreement shall be as set forth in Schedule A, which is attached to and incorporated into this Agreement. The insurance package made available to employees covered by this Agreement is set forth in Schedule B, which is also attached to and incorporated into this Agreement.

**Section 2 - Shift Differential**

Employees assigned to the second shift shall receive a ten-cent (\$.10) shift differential in addition to their regular rate and employees assigned to the third shift shall receive a fifteen-cent (\$.15) shift differential in addition to their regular rate.

The shift differential for second and third shifts shall be eliminated during the summer recess period, except for employees working other than first shift.

**Section 3 - Longevity \***

After four (4) years of service all employees in the Bargaining Unit shall receive ten cents (\$.10) per hour longevity.

See New Language Page 36E

**ARTICLE XIII COMPENSATION (Continued) \***

**Section 3 - Longevity - continued \***

After six (6) years of service all employees in the Bargaining Unit shall receive an additional ten cents (\$.10) per hour longevity.

After ten (10) years of service all employees in the Bargaining Unit shall receive an additional ten cents (\$.10) per hour longevity.

After fifteen (15) years of service all employees in the Bargaining Unit will receive an additional fifteen cents (\$.15) per hour longevity.

**Section 4 - Work Week**

The work week, for pay purposes, shall commence on Monday at 6:00 A.M. of each week and end on Monday at 6:00 A.M. of the following week. No more than one (1) pay week shall be withheld. Payday will be every other Friday.

**Section 5 - Uniforms**

Uniforms are defined as distinctive clothing required as a condition of employment for purposes of identification or sanitation.

1. With the exception of the Cafeteria Department which shall be as stated below, all clothing having been provided to the employees in the Bargaining Unit by the Board will continue to be provided by the Board on a fair wear and tear basis. The following is included in the total allotment of clothing now being provided by the Board.
  - a. Transportation Department. A light weight nylon wind-breaker for all bus drivers, and a slack allowance of \$25.00, up to a maximum of \$75.00 per year.
  - b. Maintenance Department. A winter jacket for all employees in the department (the same as provided to the grounds attendants).
  - c. Technical Department. Uniforms and protective clothing as required.

The Transportation Mechanics shall continue on the rental system for uniforms.
2. Probationary employees will be granted the full allotment of clothing within thirty (30) calendar days upon completion of their probationary period.
3. Any clothing which is furnished by the Board of Education is to be worn at all times in the performance of duties.

See New Language Page 36E



ARTICLE XIII COMPENSATION (Continued)

Section 5 - Uniforms - continued

4. A uniform allowance of \$100.00 will be allotted to cafeteria employees who are regularly scheduled to work six (6) hours per day or more. A uniform allowance of \$75.00 will be allotted to cafeteria employees who are regularly scheduled to work less than six (6) hours per day. An additional \$25.00 for uniform allowance will be allotted to 12-month cafeteria employees.

Cafeteria employees will have two (2) options to obtain uniforms:

- a. A contract has been established at Uniforms by Barbara, 525 W. 14 Mile, Madison Heights and purchases may be made upon presentation of the letter of authorization furnished by the Cafeteria Department.
- b. If the employee wishes, he/she may purchase from the store of his/her choice and submit the signed, dated, receipt with a description of purchase to the Cafeteria Department. Reimbursement will be made at the end of the month.

Section 6 - Chauffeurs' Licenses

The Board will pay the cost of Chauffeurs' licenses for all employees required to have them.

Section 7 - Mechanics' Tools

Mechanics and helpers who break or damage tools in the performance of their jobs will have such tools replaced by the Board with tools of like or equal value.

Section 8 - Safety Shoes

The Board may require employees to wear appropriate foot protection devices. When required, the Board will contribute \$50.00 at the end of the employee's probationary period and each year thereafter in July toward the purchase of approved safety shoes.

Section 9 - Mileage

Mileage of the State or I.R.S. standard will be paid to all custodians and maintenance workers, and any other member of Local 1346, whose regular assignment is split between buildings, and who use their own vehicles to travel from one building to the other.

**ARTICLE XIII COMPENSATION (Continued)**

**Section 10 - Board Paid Retirement**

Retroactive to October 1, 1976, the Board will pay the employees' five percent (5%) contributions on wages earned and paid starting with October 1, 1976 to the Michigan Public School Employee Retirement Fund in accordance with Act 244, P.A. 1974 of the Laws of Michigan. This provision will be implemented by reimbursing the employees for their five percent (5%) contribution from October 1, 1976 to the date on which the Board assumes the employees' five percent (5%) contribution, which will be no later than three (3) weeks from the date of Board ratification.

**Section 11 - Cost of Living**

In the second year of this Agreement the Board will pay an additional \$.5 per hour if the cost of living as measured on the Detroit CPI (Urban Wage Earners) reflects a cost of living increase from August 1, 1986 of at least 5%. This will be paid by October 15, 1986 and will be baked into Schedule A at the end of the day September 30, 1986. This will be for all hours worked and will be paid by separate check.

**ARTICLE XIV PAID FOR LEAVE TIME**

**Section 1 - Purpose**

- a. Paid for leave time will be provided on an accumulation basis, for the primary purpose of protecting an employee's family living income during protracted periods of unavoidable absence due to illness or accident. This will include disabilities caused by or contributed to by pregnancy, miscarriage, child birth and recovery but excluding non-therapeutic abortions not intended to save the life of the mother. Short-term incapacity, bereavement, and personal emergencies, as hereinafter provided for, are also considered good, secondary cause for compensated absences.
- b. In the event of shutdown due to inclement weather employees will be paid for normal hours of employment. If they are unable to report for work such hours will be charged against their sick leave days. Those employees who report for work will be paid their day's wages, plus an additional one-half (1/2) time of premium pay for all hours worked; these hours will not be charged against their sick leave.

ARTICLE XIV PAID FOR LEAVE TIME (Continued)

Section 2 - Annual Accumulation

Employees shall be entitled to a sick leave accumulation at the rate of one (1) day per month of employment. The "day" as used herein, as the basis for accumulation, shall be the schedule of daily hours to which each employee is assigned. This sick leave, to the full amount of its annual accumulation per employee, shall be ten (10) days for ten month employees; twelve (12) days for twelve month employees. Probationary employees will accumulate sick leave during their probationary period but may not utilize such leave until attaining seniority.

Section 3 - Longevity Accumulation

Unused sick leave left over at the end of the school year shall be accumulated to each employee's credit to a maximum total of 200 days for ten month employees and 260 days for twelve month employees.

Section 4 - Cash Surrender Value

Upon the death of an employee or his/her retirement under either the Public School Employees' Retirement Act, Social Security or ten (10) calendar years of service, the employee will receive cash value for fifty percent (50%) of his/her accumulated sick leave.

Section 5 - Paid for Leave Schedule

Sick leave may be used in accordance with the schedule specified herein, for personal or family illness, bereavement and unavoidable emergencies.

- a. **Personal Illness:** Bonafide physical incapacity to report for and discharge duties, to the extent of unused days credited. In the case of pregnancy, the employee shall notify her supervisor of her pregnancy no later than the fourth (4th) month so that the supervisor may plan accordingly.
- b. **Family Illness:** Bonafide pressing need due to illness of an employee's spouse or children or parents to a total of three (3) days annually. Not more than one (1) day will be allowed to a father when his wife gives normal birth.
- c. **Bereavement:** Leave, up to a maximum of six (6) days when required will be granted in the case of death of an employee's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandmother, grandfather or grandchild. The amount of days which will be approved will depend upon travel and circumstances involved and six (6) days is not to be regarded as the norm. One (1) day leaves may be granted for funerals of others than in the immediate family.

ARTICLE XIV PAID FOR LEAVE TIME (Continued)

Section 5 - Paid for Leave Schedule - continued

- d. **Personal Days:** Up to three (3) days will be allowed for personal days to be used at the employee's discretion. These days will be deducted from the employee's sick day bank. Prior notification must be given to the immediate supervisor. Use of personal days where notice given is two (2) work days or less shall be subject to the approval of the immediate supervisor.

However, the use of personal days will be limited on the work days immediately before or immediately after a holiday or vacation period to those matters which are emergency in nature or which cannot be scheduled at any other time. The Personnel Office shall have the discretion to approve the use of personal days at such time. The parties recognize that personal days are not to be used to extend holidays or vacations.

Section 6 - Worker's Compensation

Worker's Compensation shall be provided as specified by law. In addition, the Board will pay to the employee the difference between the amount paid by Worker's Compensation Insurance and his/her regular daily rate, and will charge the employee's sick leave accumulation proportionately for a period equivalent to the nearest half day. In no case will Board assistance extend beyond the employee's sick leave accumulation.

When an employee is released to return to work after having been absent on a Worker's Compensation disability, she/he will be reinstated to the classification and location held prior to his/her injury provided:

- a. The Worker's Compensation doctor has released him/her to return to his/her regular position with no job restrictions or limitation; and
- b. He/she returns to work within one (1) year of the date of disability from the Worker's Compensation injury.

Should she/he be unable to return to work within the one (1) year period, then upon the release of his/her physician, he/she may bump the least senior employee in the classification, shift and hours which employee last held.

In case an employee, who suffered an on the job injury, is released to return to work but is not able to assume his/her former position, placement will be made to an assignment established in the Bargaining Unit for which she/he is qualified contingent on the employee's limitation.

ARTICLE XIV PAID FOR LEAVE TIME (Continued)

Section 6 - Worker's Compensation - continued

In all cases, if necessary to provide an opening the employee with the least seniority holding such a position may be bumped.

Section 7 - Jury Duty

Jury duty will be sufficient reason for leave. Employees will be compensated the difference between the daily amount received from jury pay and what he/she would receive normally on a straight time basis. These days will not be deducted from accumulated sick leave.

Jury duty checks will be turned in directly to payroll and employees will be paid in full from the School District. School payroll checks will not contain any premium pay items such as shift differentials.

Section 8 - Union Conventions

The Board of Education will provide five (5) days compensable leave for four (4) employees to attend the International Union Convention, in the convention year.

It is understood that these compensable leave days shall be paid days only during the employees regularly assigned work year.

Section 9 - Reserves or National Guard Leave

Employees who are in some branch of the armed service (Reserves or the National Guard) shall be paid the difference between their service pay and their regular pay with the School District when they are on full-time active duty in the Reserves or the National Guard, provided proof of service and pay is submitted.

A maximum of two (2) weeks per year is the normal limit except in case of emergency where leave will be extended thirty (30) Calendar days.

ARTICLE XV NON-COMPENSABLE LEAVE

Section 1

Leaves without pay will be granted in accordance with the specified provisions for each type of such leave as hereinafter provided: Military Service, physical incapacity, child care, and for the purpose of Union representation.

Leaves for other purposes may be granted but shall be subject to the consent and approval of the School Administration.

ARTICLE XV NON-COMPENSABLE LEAVE (Continued)

Section 2

Employees who have exhausted their accumulated sick days and are placed on a non-compensable sick leave shall upon the effective date of physician's release be placed back to the position and building they had occupied before the leave occurred. This provision will prevail up to a period of no more than one (1) year.

However, if it has been reasonably determined that an employee will not return within the year the job may be bid out with the provision that the employee out on sick leave will have the right to return to his/her building, shift and position if he/she returns within the year.

Section 3

Employees who have been granted a non-compensable leave (other than sick leave) and are scheduled to return within ninety (90) days shall be placed back to their position and building they had before the leave occurred.

Section 4

During vacated period the job will be filled as in Article VIII, Section 14. The Administration will fill the position left vacated by a new hire within ten (10) days after elevations take place. Upon the return of an employee from non-compensable sick leave or ninety (90) day non-compensable leave, all employees will revert back to the former positions they held before the leave occurred within that particular building.

Section 5

Upon return of an employee from a non-compensable leave, other than those listed above, that is a sick leave or a leave extending for a longer period than ninety (90) days, he/she shall be placed for immediate assignment to the first available position for which he/she is qualified and which is commensurate with that which would he/she held had the leave not intervened; if necessary, to provide the opening, the employee with the least seniority holding such a position may be bumped. Employees affected by such bump shall revert back to the position and building they had before they moved to the affected position.

Section 6

Permanent employees hired to fill vacancies because of non-compensable leaves shall exercise their seniority to remove the least senior employee in that classification or group classification.

ARTICLE XV NON-COMPENSABLE LEAVE (Continued)

Section 7

Any vacancy which occurs, other than non-compensable sick leave or ninety (90) day non-compensable leaves, shall be posted immediately for five (5) working days after the bids are closed. During vacated period the senior employee in that particular building shall have the option to fill said vacancy. (This elevation also will apply to day-to-day absences where regular employees are not available.)

Section 8 - Child Care

The Superintendent or his designee may grant a child care leave for up to one (1) year. An extension beyond one (1) year or up to one (1) additional year may be granted. Such leaves must be requested in writing to the Personnel Department.

Section 9 - Mandatory Leaves

- a. **Military Leave:** Employees who are inducted into the armed services will be granted leaves in conformance with conditions established by Federal and State laws.
- b. **Union Representation:**
  1. Leave for a maximum of three (3) individuals at any one time will be granted upon prior notice for the purpose of attending Union Conventions or Conferences. A maximum of five (5) days shall be granted per leave.
  2. Leave for the period of one (1) year shall be granted to one (1) employee for the purpose of holding full-time elective or appointed office with the Union representing the Bargaining Unit. This leave will be renewed each year for one (1) year periods up to the number of accumulated years of service with the District, providing that certified request is made each year for the succeeding year prior to the expiration of the then current school year.

Seniority will be broken if a certified request for leave renewal is not made as herein provided and the affected employee fails to report for duty at the expiration of the approved leave and, also, if the employee granted the leave resigns or is severed from the representation position and does not promptly apply for reinstatement.

**ARTICLE XV NON-COMPENSABLE LEAVE (Continued)**

**Section 9 - Mandatory Leaves - continued**

**c. Physical Incapacity:**

1. Leaves for physical incapacity commence upon the exhaustion of Accident and Sickness benefits. The maximum duration of leaves for physical incapacity shall be eighteen (18) months, except that the Board has the discretion to grant an additional six (6) months leave. An employee may choose to use remaining sick days, if available, after Accident and Sickness benefits are exhausted; in such a case the leave commences when the sick days are exhausted. However, employees also may retain remaining sick day credits for use upon return to work.

If an employee suffers additional illness unrelated to the initial use of the full six (6) month Accident and Sickness benefit before returning to work such additional illness and use of Accident and Sickness benefit shall be a part of the leave as computed from the first absence. Payment of fringe benefit premiums will also be determined by the length of absence from the initial absence.

2. The employee shall return from a leave for physical incapacity upon a physician's release to unrestricted duty.

**ARTICLE XVI RETIREMENT**

All employees shall retire at age seventy (70). The employee's retirement shall commence at the end of the month in which he/she attains age seventy (70). Employees may be granted an exception to age seventy (70) retirement providing the following requirements are met on a bi-annual basis:

- a. Approval for each additional period of time will be made by the Superintendent and not subject to grievance.
- b. The employee must provide physical examination reports satisfactory to the Board.

**ARTICLE XVII IN-SERVICE**

**Section 1**

The School Board will schedule intra-school meetings for bus drivers from time to time as needed. Pay for these sessions will be made at the employee's regular, straight time rate unless overtime provisions apply. This will also apply to all meetings called by the State, County, or Local Government or any safety meetings scheduled by these forms of government or administration.



ARTICLE XVII IN-SERVICE (Continued)

Section 2

The Board will sponsor a minimum of one (1) day paid in-service programs for custodians each year. Such attendance will be mandatory. The In-Service Day may include a Bump and Bid session. The Bump and Bid session shall not be considered as an in-service day if this is the only agenda item that day. Two (2) maintenance employees will be authorized annually for attendance at conferences or institutes with a maximum allowance of \$250 each.

Section 3

- a. All additional schooling required by the Board of Education to improve the skills of the journeyman will be paid by the Board of Education. This includes all fees, tuition, expenses, and time lost from work.
- b. All meetings called by the Administration will be paid by the Board of Education. When meetings are called during the employees' normal working hours they will not lose time or pay. When meetings are called at times other than the employees' normal working hours, pay for these meetings will be made at the employees' regular straight time rate unless overtime provisions apply. Grievance meetings and conference meetings shall be exempt from this provision and will be governed by those applicable contract sections.
- c. The Board shall assume the full cost of tuition for any employee who completes a course that has a direct relationship to his/her work and which has been approved for reimbursement of tuition by the immediate supervisor or department head. If such tuition is granted and that employee terminates his/her employment with the School District within twelve (12) months after completion of the course, the amount of tuition paid by the Board will be deducted from his/her pay. The supervisor's or department head's decision on each request for reimbursement is a non-grievable matter.

Section 4

The School Board will pay all expenses, including books and lost wages, if any are involved for Cafeteria employees who attend classes which pertain to the school lunch program by the County, State, or universities, provided prior approval is obtained from the Cafeteria Supervisor.

ARTICLE XVIII MISCELLANEOUS - GENERAL

Section 1

Bulletin boards will be provided in each building for the Union's use in posting notices pertinent to the business administration of the Union. The Union shall also have access to the inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the School Administration.

Section 2

The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District. It is mutually understood and agreed that no Union activities will be carried on during working hours excepting those activities pertinent to the grievance or negotiations procedures. Intra-school mail delivery will be made available to buildings and departments in the District.

Union use of school business equipment, excluding computers, will be permitted provided that:

1. Request is made and approved and the use is strictly to service the legitimate business needs of the Union, such as the duplication of records, notices, correspondence, etc.
2. The purpose is for internal business use of the Union, and is not for public distribution.
3. Supplies in connection with such equipment use will be furnished or paid for by the Union.

Section 3

New jobs in the Bargaining Unit may be created by the School Administration. The Union will be notified upon the creation of a new job and the parties shall meet at the Union's request to negotiate wage rates for the particular job, and to establish the rate at an appropriate place in the wage structure. In the event that agreement is not forthcoming within fifteen (15) days, which shall include at least three (3) meetings, it shall become a proper matter for the grievance procedure.

Section 4

Safety problems and recommendations shall be a proper subject for special meetings, as elsewhere provided.

ARTICLE XVIII MISCELLANEOUS - GENERAL (Continued)

Section 5

All ten (10) month employees who work for the School District during the summer recess period in classifications other than their own will be paid the starting rate of pay for the classification in which they are performing plus only the fringe benefits currently being received as a ten-month (10) employee (including longevity at the appropriate scale and holiday pay, if qualified). Those employees working under this provision will not qualify for vacation pay, or additional compensable days.

Section 6

It is the intent of the Board to preserve the Cafeteria and Custodian Unit in its original form for the duration of this Agreement. Under current working conditions these people belong in the Unit and it is the intent of the Board to commit them to remain in the Unit.

Section 7

Upon the signing of this Agreement, the Board and Union will review the present Apprenticeship Agreement and negotiate any changes submitted by either party.

Section 8

It is mutually understood and agreed that:

- a. In every case where functions take place for which the Board does not pay the cost and when a custodian is not regularly scheduled, then a custodian will be scheduled to cover the function. When more than one (1) function takes place at the same time the amount of custodial help needed will be determined by the work load (work load to include conditions and location) of the functions within the building.

When school sponsored functions take place the need for custodial help will be determined by either conditions or work load.

When school functions are not covered by a custodian and the building is not left in the same commensurate condition as before the function, then additional custodial help will be assigned to clean the area, providing a custodian is not assigned to cover this section during or after this function.

ARTICLE XVIII - MISCELLANEOUS - GENERAL (Continued)

Section 8 - continued

a. - continued

All pool functions will be covered and clean-up time will be allotted to the qualified pool attendant, providing a custodial employee is not assigned to cover this section during or after this function.

All custodial employees will be issued keys to their area of work. Custodial employees will not be responsible for the building in cases where exterior keys are issued to unauthorized employees such as teachers and students.

- b. Cafeteria employees will be scheduled to cover the use of the kitchen as per Board Policy in Memorandum dated June 27, 1967.
- c. Temporary positions for whatever reasons will not go beyond one year unless mutually agreed.
- d. Custodians will cooperate and assist the fire and police department as per their direction, in emergency situations. As per B & G 675 dated 12/14/89.

Section 9

Twelve (12) month employees in the Bargaining Unit as of the date of ratification of this Agreement will be permanently exempt from the one (1) week pay withholding provided for in Article XIV, Section 2.

Section 10

Part-time permanent custodians are employed and their work assignments shall be within the hours established for the particular shift to which they are assigned.

Section 11

Letters of Understanding as previously agreed, when not in conflict with the current Agreement, are considered in effect.

Section 12

Promotion from Grounds Attendant Trainee to Semi-Skilled Grounds Attendant is contingent on the successful completion of courses and/or tests which will be developed.

Any individual who had previously held the Grounds Attendant position for a period of one (1) year or more may, in case of layoff, be placed in the Semi-Skilled Grounds Attendant classification providing his/her seniority allows him/her to do so.

ARTICLE XVIII - MISCELLANEOUS - GENERAL (Continued)

Section 13

All bargaining unit members will be covered by liability insurance for the performance of their duties; this protection shall be the same as that for Board members.

ARTICLE XIX MISCELLANEOUS - CAFETERIA

Section 1

Shift hours of Cafeteria employees will be geared to the time required to perform the duties assigned.

Section 2

The practice of supplying Cafeteria financial reports for the purpose of maintaining and improving efficiency of operations will be continued.

Section 3

Cafeteria menus will be visibly posted in each school office and kitchen and, when possible, sent home with each child and printed in the school newspaper.

Section 4

When school cafeterias are closed for school conferences, accreditation, or other temporary reasons, and other school cafeterias are operating, the Cafeteria employees in such closed cafeterias will be offered the opportunity to substitute where substitutes are needed, except they shall receive the rate of pay for the position being filled or their regular rate of pay, whichever is higher.

Section 5

When an educational/informational meeting is held on a food service matter it shall be held with employees who are appropriate for the meeting agenda.

Section 6

In the event evaluations are made on seniority Cafeteria employees, copies of such evaluations shall be given to the employee.

ARTICLE XIX MISCELLANEOUS - CAFETERIA (Continued)

Section 7

In the secondary buildings, when regular employees are available, and willing to work, substitutes will work no more than two (2) hours, or the length of the serving time, or the amount of time required to finish a task.

ARTICLE XX MISCELLANEOUS - TRANSPORTATION \*

Section 1

All runs in the Transportation Department will be arranged to give the most hours possible. It is the intent of the Board to provide as many drivers full-time employment as possible.

Section 2

It is mutually understood and agreed that when buses are operated for passenger carrying and related purposes for School System, Bargaining Unit regularly employed Transportation drivers will be assigned to the extent that they are available when required.

Section 3 \*

A minimum of four (4) bus drivers shall be employed for a minimum of six (6) hours per day as relief drivers in Transportation and they shall be part of the Bargaining Unit. These drivers shall be assigned to the entire run for which they are filling in on any given day.

Relief drivers will be assigned the longest run of the day, by seniority, in the A.M. When a run with more time becomes available after the A.M. assignment the Noon run portion will be assigned to a relief driver whenever possible. The relief drivers will then return to their assigned runs for the P.M. take home.

No Assigned Route: 6:15 A.M. to 9:15 A.M. - 1:30 P.M. to 4:30 P.M.  
Assigned Route: 6:15 A.M. to route punch out - P.M. route times.

When the total route times are less than six (6) hours, the relief driver may punch in three (3) hours prior to the P.M. route punch out time.

Drivers not assigned a route in the A.M. remain for the three (3) hour block of time. Drivers assigned a P.M. route in the A.M. may utilize early punch in times for the three (3) hour block. Additional time after route punch out time will not be compensated.

\* See New Language Page 24E

ARTICLE XX MISCELLANEOUS - TRANSPORTATION (Continued) \*

Section 3 - continued \*

Drivers assigned a Noon run in the A.M. without an A.M. run will remain for a two (2) hour block in the A.M. and a two (2) hour block of the Noon run and a three (3) hour block in the P.M.

Drivers assigned a Noon run later in the day without an A.M. or P.M. run will have a three (3) hour A.M., two (2) hour Noon block and a three (3) hour P.M.

Relief drivers without assigned runs have first opportunity for separate Noon runs.

Relief drivers with assigned run of six (6) hours or less are second in line for Noon runs.

Relief drivers over six (6) hours without a Noon run are third in line.

Field Trips:

One relief driver per day will be released from regular driving duties to take an odd hour field trip. This release policy shall also apply to the all day trip that covers both A.M. and P.M. runs. Odd hour trips consist of part or all of an A.M. run and/or all of a P.M. run.

All relief drivers are eligible for trips after 5:00 P.M.

Section 4

It is mutually understood and agreed that upon return to work at the commencement of the school year in September all drivers will pick their runs on a seniority basis. Prior notice will be given by the Administration to the affected employees. Those absent because of proven illness must provide a written statement conveying the power of bid to the employee present or the absent employee will be placed by the Administration. It is further agreed that after the fourth (4th) full week of school all drivers will be given the opportunity to re-pick runs of their choice on a seniority basis. Those drivers who, through their own neglect, have not met State requirements at the commencement of the school year will be assigned to runs by the Administration until such time as runs are picked after the fourth (4th) full week of school. During the period between the first (1st) day of school and the end of the fourth (4th) full week of school, a review will be made of the time allotted for each run and necessary adjustments in time allotments will be made.

\* See New Language Page 24E

ARTICLE XI MISCELLANEOUS - TRANSPORTATION (Continued)

Section 4 - continued

Where there is a contention as to time allotments, management will ride those runs to verify the time. All time allotments on runs including those which have been adjusted will be posted prior to the second pick.

Where possible, the newest buses will be assigned the longest runs to be determined by the total amount of hours. It is agreed that student population and bus seating capacity will also be considered when assigning buses to runs. This language will also apply to buses coming in mid-year.

Section 5

All runs will be posted on the board as they are at the present time. The amount of hours required will also be posted with the runs. The board will be kept up-to-date, by the month, through the year, by management.

Section 6

When thirty (30) minutes or more are added to any run, this run will be posted for bids. Where thirty (30) minutes or more are cut from a run the driver of that run shall bump any driver with less seniority who has more or less hours, or shall have the option of retaining his or her run providing no one with more seniority has bid on that run. A three (3) day notice will be given when a bump will take place. At the end of the third (3rd) day the bumping will go into effect.

It is mutually agreed that drivers will be allowed only one (1) bid per school year after the fourth (4th) week adjustment and this bid may only be exercised when a vacancy occurs. Other bids will be allowed if a vacant position contains thirty (30) or more minutes above the current run of the person bidding. This restriction does not apply at the time a driver is affected by the above paragraph.

Section 7

On overnight bus trips the Board agrees to pay a minimum of eight (8) hours straight time pay per day. If the driving time exceeds eight (8) hours this time will be compensated at one-and-one-half (1-1/2) times the hourly rate of pay.

In addition, the Board will pay expenses for reasonable room rent and meals.



ARTICLE XX MISCELLANEOUS - TRANSPORTATION (Continued)

Section 7 - continued

All work performed on Saturday will be at time and one half. All work performed on Sunday will be at double time.

Drivers will be given a minimum of eight consecutive hours in a 24 hour period down time in which drivers are not paid.

Drivers will be paid all standby/layover hours.

ARTICLE XXI TERM OF AGREEMENT \*

This Agreement shall be effective as of October 1, 1989 and shall continue in full force and effect until September 30, 1992. In the event that either party should desire to cancel, terminate, modify, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to September 30, 1992 setting forth the intention to cancel, terminate, or re-open the Agreement as the case may be. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely re-opening the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or modify, amend, add to, subtract from, or change this Agreement as requested.

In the event that neither side serves upon the other a timely notice of desire to re-open then this Agreement shall automatically be extended for a period of one (1) additional year until September 30, 1990, which extension shall be subject to the reopening and extension provisions set forth herein.

SAVINGS CLAUSE: Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequent enacted legislation, or by any decree of a court of competent jurisdiction, such part or portion of this Agreement which is invalidated as aforesaid shall be subject to immediate negotiation.

\* SEE WAGE OPENER/CONTRACT EXTENSION 1992-2000, Page 75.  
(New Language 1E through 36E)

IN WITNESS WHEREOF, the parties hereto have caused duplicate copies of this Agreement to be executed and have set thereto their signatures on this 1st day of October 1989.

WARREN CONSOLIDATED SCHOOLS  
BOARD OF EDUCATION

  
Eleanor H. Strong, President

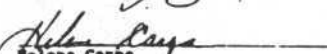
  
John A. Bozynowski, Secretary


  
Dr. George DePillo, Superintendent

THE AMERICAN FEDERATION OF STATE-  
COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO, LOCAL 1346 AND COUNCIL #25

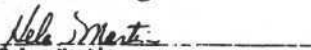
  
Gerald Leslie, President

  
Kenneth Jazowski, Vice President

  
Helene Carpe

  
Linda Girlish

  
Theodore Goldin

  
Helga Martin

  
Council #25 Representative

**SCHEDULE A**

SCHEDULE A\* . . . 1989-90 SALARY SCHEDULE . . SEE PREVIOUS CONTRACT  
SCHEDULE A\* . . . 1990-91 SALARY SCHEDULE . . SEE PREVIOUS CONTRACT  
SCHEDULE A\* . . . 1991-92 SALARY SCHEDULE . . . . . SEE PAGE 1E  
SCHEDULE A\* . . . 1992-93 SALARY SCHEDULE . . . . . SEE PAGE 6E  
SCHEDULE A\* . . . 1993-94 SALARY SCHEDULE . . . . . SEE PAGE 8E  
SCHEDULE A\* . . . 1994-95 SALARY SCHEDULE . . . . . SEE PAGE 10E  
SCHEDULE A\* . . . 1995-96 SALARY SCHEDULE . . . . . SEE PAGE 14E  
SCHEDULE A\* . . . 1996-97 SALARY SCHEDULE . . . . . SEE PAGE 16E  
SCHEDULE A\* . . . 1997-98 SALARY SCHEDULE . . . . . SEE PAGE 18E  
SCHEDULE A\* . . . 1998-99 SALARY SCHEDULE . . . . . SEE PAGE 29E  
SCHEDULE A\* . . . 1998-2000 SALARY SCHEDULE . . . . . SEE PAGE 31E

**SCHEDULE "B" - BASIC HEALTH CARE INSURANCE \***

The health care plan as adopted by the Board of Education covers hospital-medical, weekly indemnity, life insurance, accidental death and dismemberment, survivor monthly income benefits, long-term disability and optical insurance.

The Board of Education's liability shall not exceed the provisions of the insurance contracts.

The Board of Education agrees to continue these coverages throughout the term of this Agreement. To implement these coverages, the Board agrees to pay for each subscriber on the following basis:

**Hospital/Medical Benefits: (or a comparable plan)**

In the event the Board of Education selects an insurance carrier other than Blue Cross, the Board will meet with the Union prior to such selection, show the policy and establish comparable coverage.

\*See SCHEDULE A in the Extension Portion of this Contract.

\*SCHEDULE B New Language Pages 13E, 22E, and 35E.

SCHEDULE "B" - BASIC HEALTH CARE INSURANCE \* (Continued)

BLUE CROSS-BLUE SHIELD, SEMI-PRIVATE, MVF-1 WITH MASTER MEDICAL and RIDERS "ML, D45NM, HC", AND \$2.00 DEDUCTIBLE PRESCRIPTION RIDER

Full Time	Single Subscriber	Entire Amount
	Employee & Spouse	Entire Amount
	Employee & Family	Entire Amount
Part Time (3-6 hours per day)	Single Subscriber	1/2 Entire Amount
	Employee & Spouse	1/2 Entire Amount
	Employee & Family	1/2 Entire Amount
Hardship Cases (less than 3 hours by approval of the Superintendent only)	Single Subscriber	1/2 Entire Amount
	Employee & Spouse	1/2 Entire Amount
	Employee & Family	1/2 Entire Amount
Part Time - Voluntary Participation (less than 3 hours on a regular basis)	Single Subscriber	Employee pays Entire Amount
	Employee & Spouse	Employee pays Entire Amount
	Employee & Family	Employee pays Entire Amount

It is understood that the part-time voluntary participation category constitutes employees who are not participants in the other three categories listed above. The following is also agreed to:

1. Participation is initiated at the Board established open enrollment period.
2. The employee will pay the entire amount of the quarterly insurance premium in advance.
3. The Board of Education absolves itself from any and all obligations to initiate the collection of specific insurance premium payments. It is the employee's responsibility to ensure their continued participation through timely payments.
4. The employee will be excluded from participation if A) a premium payment is not on time; B) the employee defaults in the signed annual irrevocable commitment to participate.

\*SCHEDULE B New Language Pages 13E, 22E, and 35E.

**SCHEDULE "B" - BASIC HEALTH CARE INSURANCE \* (Continued)**

**Hospital/Medical Benefits: (or a comparable plan) (continued)**

**Health Insurance Incentive Plan**

The Board will pay \$30/month to any 6-8 hour employee who does not carry health insurance (either BC/BS or HMO) with the District provided that at least twenty (20) 6-8 hour employees who are carrying health insurance at the time of the ratification of this Agreement will drop that health care coverage.

A \$75/month cash payment will be provided by the Board to each full time (6-8 hour) Bargaining Unit member who does not carry health insurance. However, this increase is dependent on enough employees dropping health care coverage so that the premiums saved will at least equal the new cash increases paid.

During the month of October of each year that this provision is in effect either side may notify the other that they no longer wish to continue the Incentive Program outlined above. If this happens the program will become null and void effective the following November 1st.

It is further agreed that this agreement may be implemented at any time following the ratification of a new Bargaining Agreement. Sixty (60) days from the first notice until the close of the period will be allowed to determine whether or not the new incentive will be implemented.

**Retiree Health Insurance**

The single subscriber premium for Blue Cross 65 or comparable insurance coverage will be paid by the Board after the employee's retirement until his/her death provided 1) the employee has a minimum of five (5) years service with the District; 2) the employee is not eligible to retire under the Michigan Public Schools Employees' Retirement Act; and 3) the employee must be at least age 55, unless totally disabled and unable to work. If totally disabled and unable to work, age will not be a factor.

If the employee's spouse has other group health care protection, then the employee will not be covered under the District's health coverage. It will be incumbent upon the employee to sign a statement certifying to this provision.

Retiree coverage under regular Blue Cross/Blue Shield or Blue Cross 65 will include the \$2.00 deductible prescription rider for those employees who continue in the Warren Consolidated Schools' Group. This provision is applicable only to those who retire after October 1, 1971.

**\*SCHEDULE B New Language Pages 13E, 22E, and 35E.**

SCHEDULE "B" BASIC HEALTH CARE INSURANCE (Continued)

Retiree Health Insurance (continued)

Present and future employees who retire under the Michigan Public Schools Employees' Retirement Act will enroll immediately upon retirement in the State Retirement System Plan. The Board will reimburse the retiree for his/her own contribution to the State Retirement Health Care Plan for a single subscriber or self and spouse coverage, whichever is appropriate. However, if the employee's spouse has other group health care protection, then the District will not reimburse the employee for their cost to participate in the State Retirement System Plan. It will be incumbent upon the employee to sign a statement certifying to this provision.

Additional benefits may be purchased such as sponsored dependent and family continuation, on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the employee.

The following provisions reflect the coverages for Life Insurance Benefits, Survivor Monthly Income Benefits, Accidental Death & Dismemberment Benefits, Weekly Accident & Sickness Benefits, Long-Term Disability Benefits, Dental and Optical Benefits for employees of:

- |                   |                       |
|-------------------|-----------------------|
| A. Transportation | D. Maintenance        |
| B. Custodial      | E. Technical Division |
| C. Cafeteria      |                       |

Group Life, Accidental Death & Dismemberment, and Survivor Monthly Income Benefit:

All employees of the above classifications, regardless of the number of hours worked per week will be insured for a flat benefit of group life and accidental means death & dismemberment benefit in the amount of one times the annual Schedule A wages exclusive of overtime pay or a minimum of \$13,000 whichever is greater. These coverages will be provided on a twenty-four (24) hour basis both on and off the job, including summer vacations.

Weekly Accident & Sickness Benefits: All employees working at least fifteen (15) hours per week (minimum three <3> hours per day) will be insured as follows:

- Benefits will be payable from the:
- a. 1st day of an accident
  - b. 1st day of hospital confinement
  - c. 8th day of sickness
  - d. for a maximum duration of 26 weeks.

SCHEDULE "B" BASIC HEALTH CARE INSURANCE (Continued)

Weekly Accident & Sickness Benefits (continued)

The Weekly Accident and Sickness Benefits will not be available for employees who are not scheduled to work as in the case of summer vacation when there are no wages involved. However, an employee scheduled to return to work who is not able to return will be eligible for Weekly Accident and Sickness Benefits. Claims which occur prior to the school year will be carried to the extent of the contract benefits.

The Board of Education will pay the difference between the employee's regular salary and the amount received under the Weekly Accident and Sickness Plan with sick days being deducted on the same ratio as money paid to the extent of accumulated sick leave.

Weekly Accident and Sickness Benefits will be payable at the rate of fifty percent (50%) of weekly earnings at time of eligibility for benefits not to exceed \$175.00 per week. As of October 1, 1991 these figures will increase to sixty percent (60%) of weekly earnings and not to exceed \$300.00 per week. The payment of these benefits will be handled directly by the Personnel Office, upon submission of the properly executed claim forms.

Long Term Disability Benefits: The School Board will provide each employee actively at work and working an average of at least six (6) hours per day for the preceding calendar month, with long-term disability insurance. The benefit shall be fifty percent (50%) of salary at time of disability, to a maximum benefit of \$1,200 per month, shall commence after six (6) months of total disability and continue during such total disability for a maximum period of ten (10) years or age seventy (70) whichever occurs first.

The employee may utilize unused sick leave to the extent of realizing seventy percent (70%) of his/her salary at time of disability. Sick days so used would be deducted, to the extent of accumulated sick leave, from the employee's sick bank at whatever ratio is necessary to bring the total benefit up to seventy percent (70%) of the salary earned at time of disability.

Optical Benefits: The Board agrees to provide family optical insurance comparable to Vision Plan 1 for each employee who works 6-8 hours per day. Others will continue to have family coverage through the Co-Op Optical Company. As of October 1, 1990 the coverage will change to Vision Plan II for 6-8 hour employees. Less than 6 hour employees will be provided with family optical insurance comparable to Vision Plan I or Co-Op Optical Company for each employee, to be determined by employee.

SCHEDULE "B" BASIC HEALTH CARE INSURANCE (Continued)

**Dental Benefits:** The Board will provide a 70-70-70 dental insurance plan with an orthodontic lifetime maximum of \$1000 for regularly scheduled six (6) to eight (8) hour employees and their dependents. On October 1, 1988, the Board will provide a 75-75-75 dental insurance plan with an orthodontic lifetime maximum of \$1500. Other employees may participate by paying the full insurance premium to the Board through payroll deduction (advance payment to cover non-scheduled time, such as summer and direct payment in advance when schedule "B" continued coverage is applicable to the employee's situation) and by complying with administrative procedures to be established, including a signed two (2) year irrevocable commitment to participate.

It is understood that the group of employees who participate by paying the full insurance premium may be excluded from the dental insurance plan, if the Board of Education deems this aspect of the dental program unworkable, primarily if 1) an employee(s) defaults in payment of the premium or the long-term commitment or; 2) the insurance carrier refuses to allow participation for this group of employees.

**Special Disability Cases:** Employees who have worked for the School District a minimum of five (5) years and up to ten (10) years will, in the event of permanent total disability due to sickness, receive a supplemental income from the Board amounting to \$75.00 per year of service up to the tenth (10th) year; it is understood this benefit will be discontinued upon the employee reaching his/her tenth (10th) year of accumulated seniority.

This provision will apply only to employees who are not eligible for long-term disability benefits.

**Retiree's Coverage:** Employees who retire under the Michigan Public Schools Employees' Retirement Act at the age of fifty-five (55) or thereafter, will have \$3,000 of Group Life continued on his/her life (Accidental Means Death and Dismemberment will be discontinued) at no cost to the employee.

**Continued Coverage:** Insurance premiums for employees on physical incapacity leave of absence will be carried by the Board of Education for a maximum period of six (6) months from the start of leave as defined in Article XV, Section 9, c.

Insurance premiums for employees on prolonged layoff or non-compensable leave (other than sick leave) will be carried by the Board of Education for a maximum period of ninety (90) days.



SCHEDULE "B" BASIC HEALTH CARE INSURANCE (Continued)

Continued Coverage (continued)

Premiums for all insurance benefits - Blue Cross/Blue Shield, Life, Accident & Sickness, Long Term Disability, Dental, and Optical - will be paid by the Board of Education in accordance with the terms of this Agreement.

New employees will be provided with insurance coverage following the employee's probationary period as defined in this Agreement.

ORIGINAL CONTRACT APPENDIX

Letter of Understanding

- A. Normal work hours in the Print Shop will be from 8:00 A.M. to 4:30 P.M. as per the Contract.
- B. In an emergency situation these hours might be adjusted particularly for the reproduction room staff in order to meet deadlines.
- C. Any exception which may be required for the effectiveness or efficiency of the department will be by mutual agreement between Administration and the Union.

<u>Jack Pickering</u> <i>Jack Pickering</i>	<u>Jack Hamm</u> <i>Jack Hamm</i>
Date <u>2/15/84</u>	Date <u>2/15/84</u>

RETYPE APPENDIX FOR LEGIBILITY

Letter of Understanding

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- B. In an emergency situation these hours might be adjusted particularly for the reproduction room staff in order to meet deadlines.
- C. Any exception which may be required for the effectiveness or efficiency of the department will be by mutual agreement between Administration and the Union.

<u>Jack Pickering</u> 2/15/84	<u>Jack Hamm</u> 2/15/84
----------------------------------	-----------------------------

ORIGINAL CONTRACT APPENDIX

Letter of Understanding

It is agreed that the position of Mechanic Leader is created at the pay rate of seventy-five cents (\$0.75) per hour above the Mechanic rate. The job description will be as shown on the attached document. Management will select from the mechanics within the department.

Helen Fouchia  
Helen Fouchia

June 8, 1988  
Date

Orville D. Kluza  
Orville D. Kluza

6/28/88  
Date

RETYPE APPENDIX FOR LEGIBILITY

Letter of Understanding

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Helen Fouchia  
June 8, 1988

Orville D. Kluza  
6/28/88

ORIGINAL CONTRACT APPENDIX

Letter of Understanding

It is agreed that the position of Maintenance Leader is created at the pay rate of seventy-five (\$0.75) per hour above their rate of pay. The job description will be as shown on the attached document. Management will select from the Journeymen with the department, one (1) individual in each of eight (8) categories, electrical, plumbing, painting, carpentry, roofing, HVAC, glazier, mason, who meets the qualifications.

The position of Maintenance Leader shall be bid and filled by a qualified Journeyman. If no qualified Journeymen are available or bid on the position, the school district shall post for the position with waiving the Journeyman requirement only.

  
Gerald Leslie

  
Orville D. Kluza

2/90  
Date

2/90  
Date

RETYPE APPENDIX FOR LEGIBILITY

Letter of Understanding

It is agreed that the position of Maintenance Leader is created at the pay rate of seventy-five (\$0.75) per hour above their rate of pay. The job description will be as shown on the attached document. Management will select from the Journeymen with the department, one (1) individual in each of eight (8) categories, electrical, plumbing, painting, carpentry, roofing, HVAC, glazier, mason, who meets the qualifications.

The position of Maintenance Leader shall be bid and filled by a qualified Journeyman. If no qualified Journeymen are available or bid on the position the school district shall post for the position with waiving the Journeyman requirement only.

Gerald Leslie 6-22-90  
2/90

Orville D. Kluza  
2/90

ORIGINAL CONTRACT APPENDIX

Letter of Understanding

It is agreed that the position of Grounds Leader is created at the pay rate of seventy-five (\$0.75) per hour above their rate of pay. The job description will be as shown on the attached document. Management will select from the grounds one (1) individual.

Helen Fouchia  
Helen Fouchia

June 8, 1988  
Date

Orville D. Kluza  
Orville D. Kluza

6/28/88  
Date

RETYPE APPENDIX FOR LEGIBILITY

Letter of Understanding

It is agreed that the position of Grounds Leader is created at the pay rate of seventy-five (\$0.75) per hour above their rate of pay. The job description will be as shown on the attached document. Management will select from the grounds one (1) individual.

Helen Fouchia  
June 8, 1988

Orville D. Kluza  
6/28/88

ORIGINAL CONTRACT APPENDIX

Letter of Understanding

Effective September of 1987, after the bump and bid session employees will be paid premium shift differential only for those hours that are actually on the shift in question. For instance, if 4 hours are technically on the day shift and 4 hours are on the afternoon shift, then only 4 hours will be paid at the afternoon shift premium.

Employees presently on the shifts in question will, at the bump and bid session, be allowed to accept the new condition or use applicable provisions under the bump and bid rules.

Helen Fouchia  
Helen Fouchia

June 8, 1988  
Date

Orville D. Kluza  
Orville D. Kluza

6/28/88  
Date

RETYPE APPENDIX FOR LEGIBILITY

Letter of Understanding

Effective September of 1987, after the bump and bid session employees will be paid premium shift differential only for those hours that are actually on the shift in question. For instance, if 4 hours are technically on the day shift and 4 hours are on the afternoon shift, then only 4 hours will be paid at the afternoon shift premium.

Employees presently on the shifts in question will, at the bump and bid session, be allowed to accept the new condition or use applicable provisions under the bump and bid rules.

Helen Fouchia  
June 8, 1988

Orville D. Kluza  
6/28/88

ORIGINAL CONTRACT APPENDIX

Letter of Understanding

It is agreed that, in addition to the major sanding and refinishing by outside contractors, the routine screening, preparation and refinishing of gym floors may also be accomplished with the use of outside contractors.

It is not the intent of management to reduce either the regular staff of the building or the extra number of help that has been added in the past.

This is an agreement for the life of this contract.

  
Gerald Leslie

2/90  
Date

  
Orville D. Kluza

2/90  
Date

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Helen Fouchia 6-22-90  
6/90

Orville D. Kluza  
6/90

ORIGINAL CONTRACT APPENDIX

Letter of Understanding

In regards to the laundry service that has formerly been performed by union members, it is agreed that, in the future, all such laundry service may be done by outside contractors.

In addition, due to weather, monetary consideration, and type of roof being installed, contractors may be used to supplement the roofing crew. The intent of this agreement is not to reduce the roofing crew by rather augment the staff and accommodate financial situations.

Helen Fouchia  
Helen Fouchia

Orville D. Kluza  
Orville D. Kluza

June 8, 1988  
Date

6/28/88  
Date

RETYPE APPENDIX FOR LEGIBILITY

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Helen Fouchia  
June 8, 1988

Orville D. Kluza  
6/28/88



ORIGINAL CONTRACT APPENDIX

Letter of Understanding

It is agreed that the position of Warehouse Leader is created at the pay rate of seventy-five (.75) cents per hour above the Warehouse Keeper rate. Management will select from those within the Operations Department, bidding on the Warehouse Leaders position, one individual. The job description will be shown. It is further agreed that this will be the last leaders position created in the Operations Department.

Gerald Leslie 6-22-90  
Gerald Leslie

Orville D. Kluza  
Orville D. Kluza

Date

2-96  
Date

RETYPE APPENDIX FOR LEGIBILITY

Letter of Understanding

It is agreed that the position of Warehouse Leader is created at the pay rate of seventy-five (.75) cents per hour above the Warehouse Keeper rate. Management will select from those within the Operations Department, bidding on the Warehouse Leaders position, one individual. The job description will be shown. It is further agreed that this will be the last leaders position created in the Operations Department.

Gerald Leslie 6-22-90

Orville D. Kluza  
2/90

ORIGINAL CONTRACT APPENDIX

Letter of Understanding


In accordance with an agreement made some years ago between Management and Local 1346, all request for painting must be coordinated and documented through our Maintenance Supervisor.

In compliance with this agreement, we now stipulate that it has been agreed between Management and Local 1346 that custodians and/or their assistants have permission to paint things, such as, lockers, doors, door jams, heaters, benches, custodial closets, boiler rooms, pool tunnels and pipes. Graffiti may be removed or touched up at any time.

In accordance with this agreement it is understood that the above work will be done in a professional and timely manner. Providing, however, that normally such painting will be done on the second and third shift when school is in session; or any time when school is not in session.

Under the above agreement, if Maintenance Painters are not eligible for overtime, then custodians will not be eligible for overtime painting unless on overtime for other reasons. Custodians will not be used on overtime strictly for painting unless painters are also painting on overtime.

\_\_\_\_\_  
Gerald Leslie

  
\_\_\_\_\_  
Orville D. Kluza

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

2-96

RETYPE APPENDIX FOR LEGIBILITY

Letter of Understanding

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Gerald Leslie  
No Signature/Date

Orville D. Kluza  
2/90

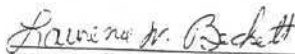
LETTER OF AGREEMENT

The parties recognize a need to provide a more effective career path for trainees in data processing so that the loss of personnel after training is minimized. To this end the parties agree to:

1. Delete the title Computer Trainee.
2. Add the titles: Computer Programmer Trainee I  
Computer Programmer Trainee III  
Microcomputer Programmer Trainee I  
Microcomputer Programmer Trainee III
3. These positions are held by current bargaining unit members except for Microcomputer Programmer Trainee which has been posted as a .6 position for 1990-91.
4. The hourly rates for these positions for 1989-90 shall be:

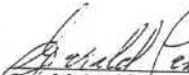
	<u>START</u>	<u>ONE-YEAR</u>	<u>TWO-YEAR</u>
Computer Programmer Trainee I	\$11.85	\$12.44	\$13.38
Computer Programmer Trainee III	7.92	9.10	10.30
Microcomputer Programmer Trainee I	11.85	12.44	13.38
Microcomputer Programmer Trainee III	7.92	9.10	10.30

5. Administration will arrange for a proficiency evaluation at MCC for a Trainee III at the conclusion of the third year; satisfactory evaluation will place the trainee in the Trainee I salary lane.
6. Subsequent hourly rates shall increase the same as other Local 1346 Schedule A rates.

  
Lawrence W. Beckett  
Associate Superintendent  
Personnel/Employee Relations

8-1-90  
Date

13E

  
Gerald Leslie  
President  
AFSCME Local 1346

1 Aug 90  
Date

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1996 - 1999  
1998 - 2000\***

**CONTRACT EXTENSIONS/  
WAGE OPENER\***

between the

**Warren Consolidated Schools  
Board of Education**

and

**American Federation of State,  
County and Municipal Employees**

**AFL-CIO  
COUNCIL 25, LOCAL UNION 1346**

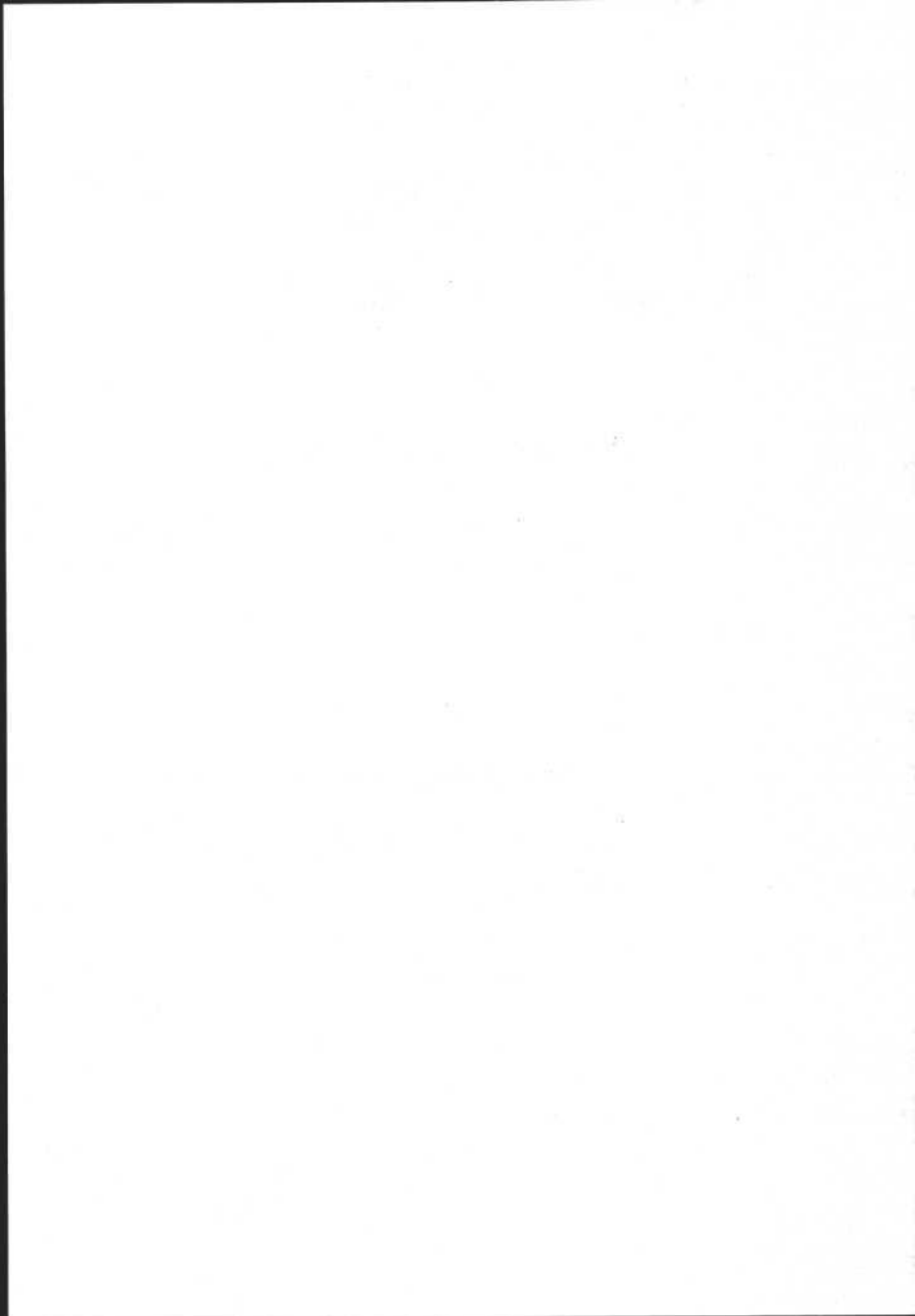
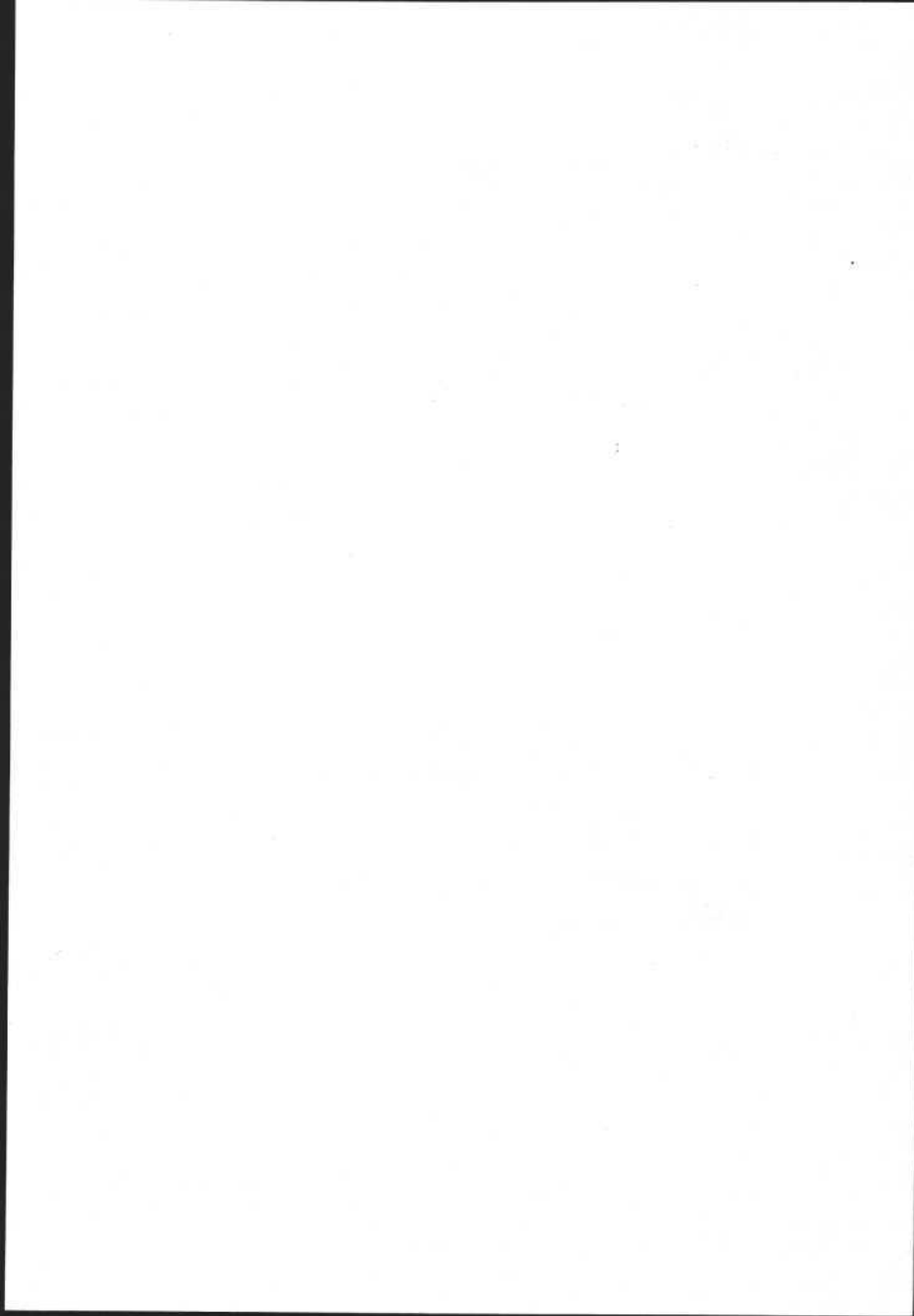




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**CONTRACT EXTENSION AGREEMENT**  
 Between the  
 Warren Consolidated Schools Board of Education  
 and  
 LOCAL 1346  
 AFSCME Council 25

The parties herein agree that the terms and conditions of the 1989-92 collective bargaining agreement, which expires on September 30, 1992, shall be extended and in full force to at least September 30, 1993.

All provisions of the Agreement shall be extended unchanged, except:

1. The 1991-92 Schedule A wage rates for all bargaining unit members shall be increased by the higher of the wage factors and/or bonuses - should these factors differ - provided by the Warren Consolidated Schools Board of Education to the Warren Education Association, or the Warren Administrators' Association, or the American Federation of State, County and Municipal Employees, AFL-CIO, Council 25, Local Union 1815.

Accordingly, should the Board of Education provide a wage increase of three (3) percent on the salary schedule of the Warren Education Association or a wage increase of four (4) percent on the salary schedule of the Warren Administrators' Association, the higher increase of four (4) percent would be applied to the 1991-92 Schedule A wage grid for Local 1346 bargaining unit personnel, as hereafter detailed:

**SCHEDULE A Effective October 1, 1991 - September 30, 1992**

<u>I CAFETERIA</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Central Kitchen Head				
Cook of Satellite Prog.	11.79	12.42	12.85	
Secondary Head Cook	10.36	11.01	11.41	
Elem. A-1 Head Cook	10.06	10.77	11.01	
Secondary Cook	9.69	10.06	10.48	
Elementary Cook	9.41	9.80	10.20	
Elem. A-2 Cook	9.23	9.49	10.02	
Cook's Helper	8.46	8.77	9.26	
Cashier	8.01	8.34	8.59	
 <u>II CUSTODIANS</u>				
Head Custodian of:				
Senior High	13.28	13.94	14.14	14.80
Junior High	13.01	13.69	13.94	14.34
Elem. 30+ Rooms	13.01	13.69	13.94	14.34
Elem. 21-30 Rooms	12.92	13.58	13.81	14.42
Elem. 16-20 Rooms	12.77	13.40	13.68	14.25
Elem. to 15 Rooms	12.61	13.26	13.57	14.08
Administration Bldg.	13.01	13.69	13.94	14.34

GENERAL	START	ONE YEAR	TWO YEARS	THREE YEARS
Skilled Grounds Keeper	16.20	16.97	17.64	
Semi-Skilled Grounds Attendant	14.09	14.77	15.45	
Grds. Attendant Trainee	13.39	14.13	14.79	
Truck Driver	13.06	13.60	13.81	14.45
Custodian I	11.99	12.59	12.77	13.40
Custodian II	11.17	11.88	12.20	12.77
Laundry Attendant I	12.13	12.75	13.01	13.66
Laundry Attendant II	11.17	11.88	12.20	12.45
Pool Attendant	12.13	12.75	13.01	13.66
Warehouse Keeper***	13.15	13.70	13.94	14.56
Coil Cleaners	12.13	13.66 (90 days)		
<b>III MAINTENANCE</b>				
Electrical Contractor	START	90 DATE		
**Coordinator	17.11	18.73		
Master Electrician	16.87	18.52		
Electrician	16.59	18.18		
Master Plumber	17.11	18.73		
**Coordinator	16.87	18.52		
Master Plumber	16.59	18.18		
Plumber	16.59	18.18		
WVAC Contractor	17.11	18.73		
**Coordinator	16.87	18.52		
WVAC Contractor	16.59	18.18		
WVAC	16.59	18.18		
Carpenter/Fabricator	16.80	17.82		
Mason/Bricklayer	16.44	17.81		
Roofer/Utility	13.66		(15.91 after four years)	
Journeyman Roofer/Utility	15.91	17.24		
Painter Coordinator	16.09	17.44		
Painter	15.91	17.24		
Glazier-Painter	15.21	17.24		
Skilled Trade Trainee	13.46	14.86		
Maintenance Helper	13.40	14.80		
<b>IV TECHNICAL DIVISION</b>				
Printer Coordinator	START	ONE YEAR	TWO YEARS	THREE YEARS
Reproduction Room Oper.	15.84	16.56	17.61	
Ass't Reproduction Room Operator	15.21	15.91	16.59	
Room Operator	12.03	12.69	12.92	13.57
Property Control Clerk	15.21	15.91	16.59	17.80
AV Technician	15.66	16.29	17.03	
Computer Repair Tech.	15.66	16.29	17.03	
Computer Operator A	15.06	15.66	16.37	17.80
Computer Operator B	15.06	15.66	16.37	17.80
Ass't. Computer Operator	12.03	12.82	13.37	
Computer Trainee	9.04	10.38	11.78	
<b>V TRANSPORTATION</b>				
"Mechanic Coordinator"	START	90 DATE		
Bus Mechanic*	16.43	17.81		
15.91	17.24			
Mechanic Helper	START	ONE YEAR	TWO YEARS	
Mech. Helper Radio Repair	13.13	13.89	14.56	
Bus Mechanic Trainee*	12.13	12.94	13.66	
Bus Driver	11.61	12.39	13.06	
Relief Driver	11.61	12.39	13.06	
Special Ed. Bus Aide	9.22	9.88	10.48	

The salary calculation resultant from application of this provision shall be computed by the same method utilized in computing the Schedule A 1991-92 wage grid and shall be fully retroactive to October 1, 1992.

Any costs incurred by the Board of Education attendant to any agreement reached with any other district bargaining unit or employee group, of whatsoever kind, other than the wage and/or bonus factor calculation described above, shall have no impact whatsoever on the economic benefits provided to Local 1346, AFSCME Council 25.

By way of example - an improvement of any kind made in any other bargaining unit or employee group's longevity formula, retirement plan, or fringe benefit package shall have no impact on the same or similar benefit presently provided to Local 1346, AFSCME Council 25, whose benefits shall remain as provided for in the 1989-1992 Master Agreement as extended.

2. Should more than a one year contract be bargained with any other district bargaining unit, the contract of Local 1346, AFSCME Council 25 shall be extended for a period equivalent to the duration of said contract. In the event that both Warren Administrators' Association and the Warren Education Association settle for identical Schedule A increases, the contract with the longest duration provision shall be followed.

The wage factor provided in said contract shall be applied to the 1992-93 wage grid for Local 1346 bargaining personnel calculated in the same manner and under the same conditions detailed in provision one above.

It is understood that this Contract Extension Agreement constitutes the entire understanding of the parties with respect to this matter under the express terms and conditions set forth herein and, as such shall completely foreclose bargaining with Local 1346, AFSCME Council 25, on the terms and conditions of a successor agreement for the duration of the Master Agreement as extended by this Contract Extension Agreement.

TENTATIVE AGREEMENT      8-20-92      *RBA*  
DATE      *AP*

<u><i>Roger K. Allen</i></u> Roger K. Allen Associate Superintendent	<u><i>Bertald Leslie</i></u> Bertald Leslie, President Local 1346	<u><i>Lloyd Stage</i></u> Lloyd Stage, AFSCME Council 25
	<u><i>Linda Girlish</i></u> Linda Girlish Bargaining Member	<u><i>Dawn Fouchia</i></u> Dawn Fouchia Bargaining Member
	<u><i>Helen Carpa</i></u> Helen Carpa Bargaining Member	<u><i>Theodore Golding</i></u> Theodore Golding Bargaining Member
		<u><i>Helen Martin</i></u> Helen Martin Bargaining Member

AMENDMENT  
TO  
CONTRACT EXTENSION AGREEMENT  
Between the  
Warren Consolidated Schools Board of Education  
and  
LOCAL 1346  
AFSCME Council 25

The parties agree to amend the Contract Extension Agreement of August 20, 1992 attached hereto as follows:

1. The 1991-92 Schedule A wage rates for all bargaining unit members shall be increased for the 1992-93 school year by a factor of three (3) percent. The resultant wage increase shall be fully retroactive.

The salary calculation resultant from application of this provision shall be computed by the same method utilized in computing the Schedule A, 1991-92 wage grid.

It is understood and agreed that the three (3) percent wage factor applies only to the 1992-93 school year and constitutes full compensation for that year irrespective of any wage factor which may be bargained with any bargaining unit or employee group named or not named in the Contract Extension Agreement.

2. The wage increase provided pursuant to the terms of this Amendment shall be paid by way of a separate check within thirty (30) days of formal ratification of this Amendment by the Board of Education.

It is expressly agreed that this is a comprehensive statement or expression of the parties' understanding regarding the institution of a three (3) percent wage factor for the 1992-93 school year. All other terms and conditions are set forth in the Contract Extension Agreement as attached.

TENTATIVE AGREEMENT June 15, 1993  
DATE

 Roger K. Allen Associate Superintendent Human Resources/Operations	 Gerald Leslie, President Local 1346	 Lloyd Stage, AFSCME Council 25
	 Linda Grlish Bargaining Member	 Dawn Fouchia Bargaining Member
	 Helen Carpa Bargaining Member	 Theodore Golding Bargaining Member
		 Helen Martin Bargaining Member

SECOND AMENDMENT  
TO  
CONTRACT EXTENSION AGREEMENT  
Between the  
Warren Consolidated Schools Board of Education  
and  
LOCAL 1346  
AFSCME Council 25

The parties agree to amend the Contract Extension Agreement of August 20, 1992 attached hereto as follows:

1. The 1992-93 Schedule A wage rates for all bargaining unit members shall be increased for the 1993-94 school year by a factor of three (3) percent. The resultant wage increase shall be fully retroactive.

The salary calculation resultant from application of this provision shall be computed by the same method utilized in computing the Schedule A, 1992-93 wage grid.

It is understood and agreed that the three (3) percent wage factor applies only to the 1993-94 school year and constitutes full compensation for that year irrespective of any wage factor which may be bargained with any bargaining unit or employee group named or not named in the Contract Extension Agreement.

2. Wage retroactivity provided pursuant to provision one (1) of this Amendment shall be paid by way of a separate check within thirty (30) days of formal ratification of this Amendment by the Board of Education.

3. For the 1994-95 and 1995-96 years the wage rates for all bargaining unit members shall be increased by the same wage factor and/or bonus as provided by the Warren Consolidated Schools Board of Education to the Warren Administrators' Association in each of the respective years.

Any costs incurred by the Board of Education attendant to any agreement reached with any other district bargaining unit or employee group, of whatsoever kind, other than the wage and/or bonus factor calculation described above, shall have no impact whatsoever on the economic benefits provided to Local 1346, AFSCME Council 25.

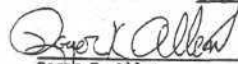

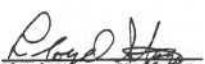
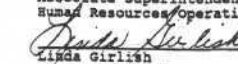
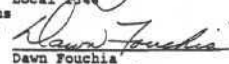
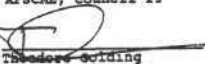

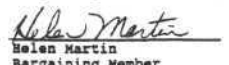
By way of example - an improvement of any kind made in any other bargaining unit or employee group's longevity formula, retirement plan, or fringe benefit package shall have no impact on the same or similar benefit presently provided to Local 1346, AFSCME Council 25, whose benefits shall remain as provided for the 1989-1992 Master Agreement as extended.

4. The Contract Extension Agreement and its amendments shall expire on September 30, 1996.

It is expressly agreed that this is a comprehensive statement or expression of the parties' understanding regarding any and all modifications of the Contract Extension as amended. All other terms and conditions are set forth in the Contract Extension Agreement as attached.

TENTATIVE AGREEMENT

26 Jan 94  
DATE

 Roger K. Allen Associate Superintendent Human Resources/Operations	 Gerald Leslie, President Local 1346	 Lloyd Spage, Staff Rep. AFSCME Council 25
 Linda Girlish Bargaining Member	 Dawn Fouchia Bargaining Member	 Theodore Goiding Bargaining Member
 Helen Carpa Bargaining Member	 Helen Martin Bargaining Member	

SCHEDULE A

Effective October 1, 1992 - September 30, 1993

<u>I CAFETERIA</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Central Kitchen Head Cook				
of Satellite Program	12.14	12.79	13.24	
Secondary Head Cook	10.67	11.34	11.75	
Elem. A-1 Head Cook	10.36	11.09	11.34	
Cntrl Kitchen Secondary Cook				
of Satellite Program	10.03	10.41	10.85	
Secondary Cook	9.98	10.36	10.79	
Elementary Cook	9.69	10.09	10.51	
Elem. A-2 Cook	9.51	9.77	10.32	
Cook's Helper	8.71	9.03	9.54	
Cashier	8.25	8.59	8.85	
<u>II CUSTODIAN</u>				
Head Custodian of:				
Senior High	13.68	14.36	14.56	15.24
Junior High	13.40	14.10	14.36	14.98
Elem. 30+ Rooms	13.40	14.10	14.36	14.98
Elem. 21-30 Rooms	13.31	13.99	14.22	14.85
Elem. 16-20 Rooms	13.15	13.80	14.09	14.68
Elem. to 15 Rooms	12.99	13.66	13.98	14.50
Administration Bldg.	13.40	14.10	14.36	14.98
<u>GENERAL</u>				
Skilled Grounds Keeper	16.79	17.48	18.17	
Semi-Skilled Grounds				
Attendant	14.51	15.21	15.91	
Grounds Attendant Trainee	13.79	14.55	15.23	
Truck Driver	13.45	14.01	14.22	14.88
Custodian I	12.26	12.97	13.15	13.80
Custodian II	11.51	12.24	12.57	13.15
Laundry Attendant I	12.49	13.13	13.40	14.07
Laundry Attendant II	11.51	12.24	12.57	12.82
Pool Attendant	12.49	13.13	13.40	14.07
Warehouse Keeper ***	13.54	14.11	14.36	15.00
Coil Cleaners	12.49	14.07	(90 days)	
<u>III MAINTENANCE</u>				
	<u>START</u>	<u>90 DAYS</u>		
Electrical Contractor				
**Coordinator	17.62	19.29		
Master Electrician	17.38	19.08		
Electrician	17.09	18.73		
Master Plumber				
**Coordinator	17.62	19.29		
Master Plumber	17.38	19.08		
Plumber	17.09	18.73		
EVAC Contractor				
**Coordinator	17.62	19.29		
EVAC Contractor	17.38	19.08		
EVAC	17.09	18.73		
Carpenter/Fabricator	17.00	18.35		
Mason/Bricklayer	16.93	18.34		
Journeyman Roofer/Utility	16.39	17.76		
Roofer/Utility	14.07		(16.39 After four years)	



SCHEDULE A

Effective October 1, 1992 - September 30, 1993

<u>III MAINTENANCE (Continued)</u>	<u>START</u>	<u>90 DAYS</u>
Painter Coordinator	16.57	17.96
Painter	16.39	17.76
Glazier-Painter	16.39	17.76
Skilled Trade Trainee	14.07	15.41
Maintenance Helper	13.80	15.24

\*\*Coordinator rate shown above is limited to one (1) in each classification, namely Contractor Licensed Electrician, HVAC, and Master Plumber.

\*\*\*The position of Warehouse Keeper Leader will receive a pay rate of (\$0.75) per hour above the rate of Warehouse Keeper.

<u>IV TECHNICAL DIVISION</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Printer Coordinator	16.32	17.06	18.14	
Reproduction Room Oper.	15.67	16.39	17.09	
Ass't. Reproduction Room Operator	12.39	13.07	13.31	13.98
Property Control Clerk	15.67	16.39	17.09	18.33
AV Technician	16.13	16.78	17.54	
Computer Repair Technician	16.13	16.78	17.54	
Computer Operator A	15.51	16.13	16.86	18.33
Computer Operator B	15.51	16.13	16.86	18.33
Ass't. Computer Operator	12.39	13.20	13.98	
Comp. Programmer Trainee I	13.93	14.62	15.72	
Comp. Programmer Trainee III	9.31	10.69	12.10	
Microcomp. Prog. Trainee I	13.93	14.62	15.72	
Microcomp. Prog. Trainee III	9.31	10.69	12.10	

<u>V TRANSPORTATION</u>	<u>START</u>	<u>90 DAYS</u>
Mechanic Coordinator*	16.92	18.34
Bus Mechanic*	16.39	17.76

	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>
Mechanic Helper	13.54	14.31	15.00
Mechanic Helper Radio Repair	14.99	15.68	16.37
Bus Mechanic Trainees*	12.49	13.33	14.07
Bus Driver	11.96	12.76	13.45
Relief Driver	11.96	12.76	13.45
Special Ed. Bus Aide	9.50	10.18	10.79

\*These positions will receive an additional \$.15 per hour for the following required State and/or National Tests passed: Gas Engine Repair (HD Truck), Drive Train (HD Truck), Brakes and Braking Systems (HD Truck), Suspension and Steering (HD Truck), and Electrical Systems (HD Truck); five cents (\$.05) per hour will be received for each test which is applicable to the needs of the district beyond the required five to a maximum of ten. An additional \$.10 per hour will be received for certification in Diesel Repair. These premiums will be paid only once in cases where the State and National Tests are in the same area.

SCHEDULE A

Effective October 1, 1993 - September 30, 1994

<u>I CAFETERIA</u>				
	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Central Kitchen Head Cook				
of Satellite Program	12.50	13.17	13.64	
Secondary Head Cook	10.99	11.68	12.10	
Elem. A-1 Head Cook	10.67	11.42	11.68	
Cntrl Kitchen Secondary Cook				
of Satellite Program	10.33	10.72	11.18	
Secondary Cook	10.28	10.67	11.11	
Elementary Cook	9.98	10.39	10.83	
Elem. A-2 Cook	9.80	10.06	10.63	
Cook's Helper	8.97	9.30	9.83	
Cashier	8.50	8.85	9.12	
 <u>II CUSTODIAN</u>				
Head Custodian of:				
Senior High	14.09	14.79	15.00	15.70
Junior High	13.80	14.52	14.79	15.43
Elem. 30+ Rooms	13.80	14.52	14.79	15.43
Elem. 21-30 Rooms	13.71	14.41	14.65	15.30
Elem. 16-20 Rooms	13.54	14.21	14.51	15.12
Elem. to 15 Rooms	13.38	14.07	14.40	14.94
Administration Bldg.	13.80	14.52	14.79	15.43
 <u>GENERAL</u>				
Skilled Grounds Keeper	17.29	18.00	18.72	
Semi-Skilled Grounds				
Attendant	14.95	15.67	16.39	
Grounds Attendant Trainee	14.20	14.99	15.69	
Truck Driver	13.85	14.43	14.65	15.33
Custodian I	12.63	13.36	13.54	14.21
Custodian II	11.86	12.61	12.95	13.54
Laundry Attendant I	12.86	13.52	13.80	14.49
Laundry Attendant II	11.86	12.61	12.95	13.20
Pool Attendant	12.86	13.52	13.80	14.49
Warehouse Keeper ***	13.95	14.53	14.79	15.45
Coil Cleaners	12.86	14.49	(90 days)	
 <u>III MAINTENANCE</u>				
Electrical Contractor	<u>START</u>	<u>90 DAYS</u>		
**Coordinator	18.15	19.87		
Master Electrician	17.90	19.65		
Electrician	17.60	19.29		
Master Plumber				
**Coordinator	18.15	19.87		
Master Plumber	17.90	19.65		
Plumber	17.60	19.29		
HVAC Contractor				
**Coordinator	18.15	19.87		
HVAC Contractor	17.90	19.65		
HVAC	17.60	19.29		
Carpenter/Fabricator	17.51	18.90		
Mason/Bricklayer	17.44	18.89		
Journeyman Roofer/Utility	16.88	18.29		
Roofer/Utility	14.49		(16.88 After four years)	

**SCHEDULE A**

Effective October 1, 1993 - September 30, 1994

<u>III MAINTENANCE (Continued)</u>	<u>START</u>	<u>90 DAYS</u>
Painter Coordinator	17.07	18.50
Painter	16.88	18.29
Glazier-Painter	16.88	18.29
Skilled Trade Trainee	14.49	15.87
Maintenance Helper	14.21	15.70

\*\*Coordinator rate shown above is limited to one (1) in each classification, namely Contractor Licensed Electrician, HVAC, and Master Plumber.

\*\*\*The position of Warehouse Keeper Leader will receive a pay rate of (\$0.75) per hour above the rate of Warehouse Keeper.

<u>IV TECHNICAL DIVISION</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Printer Coordinator	16.81	17.57	18.68	
Reproduction Room Oper.	16.14	16.88	17.60	
Ass't. Reproduction Room Operator	12.76	13.46	13.71	14.40
Property Control Clerk	16.14	16.88	17.60	18.88
AV Technician	16.61	17.28	18.07	
Computer Repair Technician	16.61	17.28	18.07	
Computer Operator A	15.98	16.61	17.37	18.88
Computer Operator B	15.98	16.61	17.37	18.88
Ass't. Computer Operator	12.76	13.60	14.40	
Comp. Programmer Trainee I	14.35	15.06	16.19	
Comp. Programmer Trainee III	9.59	11.01	12.46	
Microcomp. Prog. Trainee I	14.35	15.06	16.19	
Microcomp. Prog. Trainee III	9.59	11.01	12.46	

<u>V TRANSPORTATION</u>	<u>START</u>	<u>90 DAYS</u>
Mechanic Coordinator*	17.43	18.89
Bus Mechanic*	16.88	18.29

	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>
Mechanic Helper	13.95	14.74	15.45
Mechanic Helper Radio Repair	15.44	16.15	16.86
Bus Mechanic Trainee*	12.86	13.73	14.49
Bus Driver	12.32	13.14	13.85
Relief Driver	12.32	13.14	13.85
Special Ed. Bus Aide	9.79	10.49	11.11

\*These positions will receive an additional \$.15 per hour for the following required State and/or National Tests passed: Gas Engine Repair (HD Truck), Drive Train (HD Truck), Brakes and Braking Systems (HD Truck), Suspension and Steering (HD Truck), and Electrical Systems (HD Truck); five cents (\$.05) per hour will be received for each test which is applicable to the needs of the district beyond the required five to a maximum of ten. An additional \$.10 per hour will be received for certification in Diesel Repair. These premiums will be paid only once in cases where the State and National Tests are in the same area.

## SCHEDULE A

Effective October 1, 1994 - September 30, 1995

<u>I CAFETERIA</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Central Kitchen Head				
Cook - Satellite Program	12.88	13.57	14.05	
Secondary Head Cook	11.32	12.03	12.46	
Elem. A-1 Head Cook	10.99	11.76	12.03	
Central Kitchen Secondary				
Cook Satellite Program	10.64	11.04	11.52	
Secondary Cook	10.59	10.99	11.44	
Elementary Cook	10.28	10.70	11.15	
Elementary A-2 Cook	10.09	10.36	10.95	
Cook's Helper	9.24	9.58	10.12	
Cashier	8.76	9.12	9.39	
<u>II CUSTODIAN</u>				
Head Custodian of:				
Senior High	14.51	15.23	15.45	16.17
Junior High	14.21	14.96	15.23	15.89
Elem. 30+ Rooms	14.21	14.96	15.23	15.89
Elem. 21-30 Rooms	14.12	14.84	15.09	15.76
Elem. 16-20 Rooms	13.95	14.64	14.95	15.57
Elem. to 15 Rooms	13.78	14.49	14.83	15.39
Administration Bldg.	14.21	14.96	15.23	15.89
<u>GENERAL</u>				
Skilled Grounds Keeper	17.81	18.54	19.28	
semi-Skilled Grounds				
Attendant	15.40	16.14	16.88	
Grds. Attendant Trainee	14.63	15.44	16.16	
Truck Driver	14.27	14.86	15.09	15.79
Custodian I	13.01	13.76	13.95	14.64
Custodian II	12.22	12.99	13.34	13.95
Laundry Attendant I	13.25	13.93	14.21	14.92
Laundry Attendant II	12.22	12.99	13.34	13.60
Pool Attendant	13.25	13.93	14.21	14.92
Warehouse Keeper***	14.37	14.97	15.23	15.91
Coil Cleaners	13.25	14.92	(90 days)	
<u>III MAINTENANCE</u>				
Electrical Contractor				
**Coordinator	18.69	20.47		
Master Electrician	18.44	20.24		
Electrician	18.13	19.87		
Master Plumber				
**Coordinator	18.69	20.47		
Master Plumber	18.44	20.24		
Plumber	18.13	19.87		
HVAC Contractor				
**Coordinator	18.69	20.47		
HVAC Contractor	18.44	20.24		
HVAC	18.13	19.87		
Carpenter/Fabricator	18.04	19.47		
Mason/Bricklayer	17.96	19.46		
Journeyman				
Roofer/Utility	17.39	18.84		
Roofer/Utility	14.92		(17.39 after four years)	
Painter Coordinator	17.58	19.06		
Painter	17.39	18.84		
Glazier-Painter	17.39	18.84		
Skilled Trade Trainee	14.92	16.35		
Maintenance Helper	14.64	16.17		

\*\*Coordinator rate shown above is limited to one (1) in each classification, namely Contractor Licensed Electrician, HVAC, and Master Plumber.

\*\*\*The position of Warehouse Keeper Leader will receive a pay rate of (\$0.75) per hour above the rate of Warehouse Keeper.

## SCHEDULE A

Effective October 1, 1994 - September 30, 1995

<u>IV TECHNICAL DIVISION</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Printer Coordinator	17.31	18.10	19.24	
Reproduction Room Operator	16.62	17.39	18.13	
Ass't Reproduction Room Operator	13.14	13.86	14.12	14.83
Property Control Clerk	16.62	17.39	18.13	19.45
AV Technician	17.11	17.80	18.61	
Computer Repair Technician	17.11	17.80	18.61	
Computer Operator A	16.46	17.11	17.89	19.45
Computer Operator B	16.46	17.11	17.89	19.45
Asst. Computer Operator	13.14	14.01	14.83	
Computer Programmer Trainee I	14.78	15.51	16.68	
Computer Programmer Trainee III	9.88	11.34	12.83	
Microcomputer Programmer Trainee I	14.78	15.51	16.68	
Microcomputer Programmer Trainee III	9.88	11.34	12.83	
<u>V TRANSPORTATION</u>	<u>START</u>	<u>90 DAYS</u>		
*Mechanic Coordinator*	17.95	19.46		
Bus Mechanic*	17.39	18.84		
	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	
Mechanic Helper	14.37	15.18	15.91	
Mechanic Helper Radio Repair	15.90	16.63	17.37	
Bus Mechanic Trainee*	13.25	14.14	14.92	
Bus Driver	12.69	13.53	14.27	
Relief Driver	12.69	13.53	14.27	
Special Educ. Bus Aide	10.08	10.80	11.44	

\*These positions will receive an additional \$.15 per hour for the following required state and/or National Tests passed: Gas Engine Repair (HD Truck), Drive Train (HD Truck), Brakes and Braking Systems (HD Truck), Suspension and Steering (HD Truck), and Electrical Systems (HD Truck); five cents (\$.05) per hour will be received for each test which is applicable to the needs of the district beyond the required five to a maximum of ten. An additional \$.10 per hour will be received for certification in Diesel Repair. These premiums will be paid only once in cases where the State and National Tests are in the same area.

THIRD AMENDMENT  
TO  
CONTRACT EXTENSION AGREEMENT

Between the  
Warren Consolidated Schools Board of Education  
and  
AFSCME Council 25, Local 1346

The parties agree to amend the Contract Extension Agreement of August 20, 1992 attached hereto as follows:

1. The 1995-96 schedule A wage rates for all bargaining unit members shall be increased for the 1996-97 school year by a factor of three (3) percent effective October 1, 1996.

The 1996-97 schedule A wage rates for all bargaining unit members shall be increased for the 1997-98 school year by a factor of three (3) percent effective October 1, 1997.

The salary calculations resultant from application of this provision shall be computed by the same method utilized in computing the schedule A, 1995-96 wage grid.

It is understood and agreed upon that the three (3) percent wage factor applies only to the 1996-97 and 1997-98 school year and constitutes full compensation for those years irrespective of any wage factor which may be bargained with any bargaining unit or employee group named or not named in the Contract Extension Agreement.

2. Effective October 1, 1997 the deductible prescription rider shall be increased from \$2.00 to \$5.00. (Schedule "B" - Basic Health Care Insurance - See Attachment #1)

Should any bargaining unit with contract language that stipulates a \$5.00 deductible prescription rider revert to a lesser deductible during the life of this contract, (October 1, 1996 through September 30, 1999) Local 1346, AFSCME Council 25 shall be entitled to the same deductible prescription rider.

3. For the 1998-99 school year the wage rates for all bargaining unit members shall be reopened by the parties for negotiations no later than sixty (60) days prior to October 1, 1998.

4. The Contract Extension Agreement and its amendments shall expire on September 30, 1999.

It is expressly agreed that this is a comprehensive statement or expression of the parties' understanding regarding any and all modifications of the 1983-1992 Collective Bargaining Agreement, the 1992 - 1996 Contract Extension Agreement and its amendments.

TENTATIVE AGREEMENT DATE: May 2, 1996

SIGNATURES:

Marsha Pando  
Dr. Marsha Pando  
Associate Superintendent  
for Human Resource

William J. Rogers  
William Rogers, President  
Local 1346

Ellen Keith  
Ellen Keith  
Staff Representative  
AFSCME Council 25

Ted Goding  
Ted Goding  
Maintenance

Helen Martin  
Helen Martin  
Technical

Sue Ponton  
Sue Ponton  
Cafeteria

Linda Girlish  
Linda Girlish  
Transportation

Dawn Fouchia  
Dawn Fouchia  
Operations

BOARD PROPOSAL  
Local 1346 Master Agreement  
May 2, 1996

## SCHEDULE "B" - BASIC HEALTH CARE INSURANCE

The health care plan as adopted by the Board of Education covers hospital-medical, weekly indemnity, life insurance, accidental death and dismemberment, survivor monthly income benefits, long-term disability and optical insurance.

The Board of Education's liability shall not exceed the provisions of the insurance contracts.

The Board of Education agrees to continue these coverages throughout the term of this Agreement. To implement these coverages, the Board agrees to pay for each subscriber on the following basis:

Hospital/Medical Benefits: (or a comparable plan)

In the event the Board of Education selects an insurance carrier other than Blue Cross, the Board will meet with the Union prior to such selection, show the policy and establish comparable coverage.

BLUE CROSS-BLUE SHIELD, SEMI-PRIVATE, MVF-1 WITH MASTER MEDICAL and RIDERS "ML, D45NM, HC". AND ~~\$2-00~~ \$5.00 DEDUCTIBLE PRESCRIPTION RIDER

Full Time	Single Subscriber	Entire Amount
	Employee & Spouse	Entire Amount
	Employee & Family	Entire Amount
Part Time (3-6 hours per day)	Single Subscriber	1/2 Entire Amount
	Employee & Spouse	1/2 Entire Amount
	Employee & Family	1/2 Entire Amount
Hardship Cases (less than 3 hours by approval of the Super- intendent only)	Single Subscriber	1/2 Entire Amount
	Employee & Spouse	1/2 Entire Amount
	Employee & Family	1/2 Entire Amount
Part Time - Voluntary	Single Subscriber	- Employee pays Entire Amount
Participation (less than 3 hours on a regular basis)	Employee & Spouse	- Employee pays Entire Amount
	Employee & Family	- Employee pays Entire Amount

It is understood that the part-time voluntary participation category constitutes employees who are not participants in the other three categories listed above. The following is also agreed to:

SCHEDULE "B" BASIC HEALTH CARE INSURANCE (continued) - Present Agreement

SCHEDULE A Effective October 1, 1995 - September 30, 1996

<u>I CAFETERIA</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Central Kitchen Head				
Cook - Satellite Program	13.27	13.98	14.47	
Secondary Head Cook	11.66	12.39	12.83	
Elem. A-1 Head Cook	11.32	12.11	12.39	
Central Kitchen Secondary				
Cook Satellite Program	10.96	11.37	11.87	
Secondary Cook	10.91	11.32	11.78	
Elementary Cook	10.59	11.02	11.48	
Elementary A-2 Cook	10.39	10.67	11.28	
Elem. to 15 Rooms	9.52	9.87	10.42	
Cook's Helper	9.02	9.39	9.67	
Cashier				
<u>II CUSTODIAN</u>				
Head Custodian of:				
Senior High	14.95	15.69	15.91	16.66
Junior High	14.64	15.41	15.69	16.37
Elem. 30+ Rooms	14.64	15.41	15.69	16.37
Elem. 21-30 Rooms	14.54	15.29	15.54	16.23
Elem. 16-20 Rooms	14.37	15.08	15.40	16.04
Elem. to 15 Rooms	14.19	14.92	15.27	15.85
Administration Bldg.	14.64	15.41	15.69	16.37
<u>GENERAL</u>				
Skilled Grounds Keeper	18.34	19.10	19.86	
Semi-Skilled Grounds				
Attendant	15.86	16.62	17.39	
Grds. Attendant Trainee	15.07	15.90	16.64	
Truck Driver	14.70	15.31	15.54	16.26
Custodian I	13.40	14.17	14.37	15.08
Custodian II	12.59	13.38	13.74	14.37
Laundry Attendant I	13.65	14.35	14.64	15.37
Laundry Attendant II	12.59	13.38	13.74	14.01
Pool Attendant	13.65	14.35	14.64	15.37
Warehouse Keeper***	14.80	15.42	15.69	16.39
Coil Cleaners	13.65	15.37 (90 days)		
<u>III MAINTENANCE</u>	<u>START</u>	<u>90 DAYS</u>		
Electrical Contractor				
**Coordinator	19.25	21.08		
Master Electrician	18.99	20.85		
Electrician	18.67	20.47		
Master Plumber				
**Coordinator	19.25	21.08		
Master Plumber	18.99	20.85		
Plumber	18.67	20.47		
HVAC Contractor				
**Coordinator	19.25	21.08		
HVAC Contractor	18.99	20.85		
HVAC	18.67	20.47		
Carpenter/Fabricator	18.58	20.05		
Mason/Bricklayer	18.50	20.04		
Journeyman				
Roofer/Utility	17.91	19.41		
Roofer/Utility	15.37		(17.91 after four years)	
Painter Coordinator	18.11	19.63		
Painter	17.91	19.41		
Glazier-Painter	17.91	19.41		
Skilled Trade Trainee	15.37	16.84		
Maintenance Helper	15.08	16.66		

\*\*Coordinator rate shown above is limited to one (1) in each classification, namely Contractor Licensed Electrician, HVAC, and Master Plumber.

\*\*\*The position of Warehouse Keeper Leader will receive a pay rate of (\$0.75) per hour above the rate of Warehouse Keeper.



SCHEDULE A

Effective October 1, 1995 - September 30, 1996

<u>IV TECHNICAL DIVISION</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Printer Coordinator	17.83	18.64	19.82	
Reproduction Room Operator	17.12	17.91	18.67	
Ass't Reproduction Room Operator	13.53	14.28	14.54	15.27
Property Control Clerk	17.12	17.91	18.67	20.03
AV Technician	17.62	18.33	19.17	
Computer Repair Tech.	17.62	18.33	19.17	
Computer Operator A	16.95	17.62	18.43	20.03
Computer Operator B	16.95	17.62	18.43	20.03
Asst. Computer Operator	13.53	14.43	15.27	
Computer Programmer Trainee I	15.22	15.98	17.18	
Computer Programmer Trainee III	10.18	11.68	13.21	
Microcomputer Programmer Trainee I	15.22	15.98	17.18	
Microcomputer Programmer Trainee III	10.18	11.68	13.21	
<u>V TRANSPORTATION</u>				
	<u>START</u>	<u>90 DAYS</u>		
*Mechanic Coordinator*	18.49	20.04		
Bus Mechanic*	17.91	19.41		
	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	
Mechanic Helper	14.80	15.64	16.39	
Mechanic Helper Radio Repair	16.38	17.13	17.89	
Bus Mechanic Trainee*	13.65	14.56	15.37	
Bus Driver	13.07	13.94	14.70	
Relief Driver	13.07	13.94	14.70	
Special Ed. Bus Aide	10.38	11.12	11.78	

\*These positions will receive an additional \$.15 per hour for the following required State and/or National Tests passed: Gas Engine Repair (HD Truck), Drive Train (HD Truck), Brakes and Braking Systems (HD Truck), Suspension and Steering (HD Truck), and Electrical Systems (HD Truck); five cents (\$.05) per hour will be received for each test which is applicable to the needs of the district beyond the required five to a maximum of ten. An additional \$.10 per hour will be received for certification in Diesel Repair. These premiums will be paid only once in cases where the State and National Tests are in the same area.

**LOCAL 1346 SALARY TABLE**

SCHEDULE A Effective October 1, 1996 - September 30, 1997

<u>I CAFETERIA</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Central Kitchen Head				
Cook - Satellite Program	13.67	14.40	14.90	
Secondary Head Cook	12.01	12.76	13.21	
Elem. A-1 Head Cook	11.66	12.47	12.76	
Central Kitchen Secondary				
Cook satellite Program	11.29	11.71	12.23	
Secondary Cook	11.24	11.66	12.13	
Elementary Cook	10.91	11.35	11.82	
Elementary A-2 Cook	10.70	10.99	11.62	
Cook's Helper	9.81	10.17	10.73	
Cashier	9.29	9.67	9.96	
<u>II CUSTODIAN</u>				
Head Custodian of:				
Senior High	15.40	16.16	16.39	17.16
Junior High	15.08	15.87	16.16	16.86
Elem. 30+ Rooms	15.08	15.87	16.16	16.86
Elem. 21-30 Rooms	14.98	15.75	16.01	16.72
Elem. 16-20 Rooms	14.80	15.53	15.86	16.52
Elem. to 15 Rooms	14.62	15.37	15.73	16.33
Administration Bldg.	15.08	15.87	16.16	16.86
<u>GENERAL</u>				
Skilled Grounds Keeper	18.89	19.67	20.46	
Semi-Skilled Grounds				
Attendant	16.34	17.12	17.91	
Grds. Attendant Trainee	15.52	16.38	17.14	
Truck Driver	15.14	15.77	16.01	16.75
Custodian I	13.80	14.60	14.80	15.53
Custodian II	12.97	13.78	14.15	14.80
Laundry Attendant I	14.06	14.78	15.08	15.83
Laundry Attendant II	12.97	13.78	14.15	14.43
Pool Attendant	14.06	14.78	15.08	15.83
Warehouse Keeper***	15.24	15.88	16.16	16.88
Coil Cleaners	14.06	15.83 (90 days)		
<u>III MAINTENANCE</u>	<u>START</u>	<u>90 DAYS</u>		
Electrical Contractor				
**Coordinator	19.83	21.71		
Master Electrician	19.56	21.48		
Electrician	19.23	21.08		
Master Plumber				
**Coordinator	19.83	21.71		
Master Plumber	19.56	21.48		
Plumber	19.23	21.08		
HVAC Contractor				
**Coordinator	19.83	21.71		
HVAC Contractor	19.56	21.48		
HVAC	19.23	21.08		
Carpenter/Fabricator	19.14	20.65		
Mason/Bricklayer	19.06	20.64		
Journeysman				
Roofer/Utility	18.45	19.99		
Roofer/Utility	15.83		(18.45 after four years)	
Painter Coordinator	18.65	20.22		
Painter	18.45	19.99		
Glazier-Painter	18.45	19.99		
Skilled Trade Trainee	15.83	17.35		
Maintenance Helper	15.53	17.16		

\*\*Coordinator rate shown above is limited to one (1) in each classification, namely Contractor Licensed Electrician, HVAC, and Master Plumber.

\*\*\*The position of Warehouse Keeper Leader will receive a pay rate of (\$0.75) per hour above the rate of Warehouse Keeper.

LOCAL 1346 SALARY TABLE

SCHEDULE A Effective October 1, 1996 - September 30, 1997  
Page 2

<u>IV TECHNICAL DIVISION</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Printer Coordinator	18.36	19.20	20.41	
Reproduction Room Operator	17.63	18.45	19.23	
Ass't Reproduction Room Operator	13.94	14.71	14.98	15.73
Property Control Clerk	17.63	18.45	19.23	20.63
AV Technician	18.15	18.88	19.75	
Computer Repair Technician	18.15	18.88	19.75	
Computer Operator A	17.46	18.15	18.98	20.63
Computer Operator B	17.46	18.15	18.98	20.63
Asst. Computer Operator	13.94	14.86	15.73	
Computer Programmer Trainee I	15.68	16.46	17.70	
Computer Programmer Trainee III	10.49	12.03	13.61	
Integrated Technology System Tech. I	15.68	16.46	17.70	
Integrated Technology System Tech. II	13.76	14.45	15.31	
Microcomputer Programmer Trainee I	15.68	16.46	17.70	
Microcomputer Programmer Trainee III	10.49	12.03	13.61	
<u>V TRANSPORTATION</u>	<u>START</u>	<u>90 DAYS</u>		
*Mechanic Coordinator*	19.04	20.64		
Bus Mechanic*	18.45	19.99		
	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	
Mechanic Helper	15.24	16.11	16.88	
Mechanic Helper Radio Repair	16.87	17.64	18.43	
Bus Mechanic Trainee*	14.06	15.00	15.83	
Bus Driver	13.46	14.36	15.14	
Relief Driver	13.46	14.36	15.14	
Special Educ. Bus Aide	10.69	11.45	12.13	

\*These positions will receive an additional \$.15 per hour for the following required State and/or National Tests passed: Gas Engine Repair (HD Truck), Drive Train (HD Truck), Brakes and Braking Systems (HD Truck), Suspension and Steering (HD Truck), and Electrical Systems (HD Truck); five cents (\$.05) per hour will be received for each test which is applicable to the needs of the district beyond the required five to a maximum of ten. An additional \$.10 per hour will be received for certification in Diesel Repair. These premiums will be paid only once in cases where the State and National Tests are in the same area.

LOCAL 1346 SALARY TABLE

SCHEDULE A Effective October 1, 1997 - September 30, 1998

<u>I CAFETERIA</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Central Kitchen Head				
Cook - Satellite Program	14.08	14.83	15.35	
Secondary Head Cook	12.37	13.14	13.61	
Elem. A-1 Head Cook	12.01	12.84	13.14	
Central Kitchen Secondary Cook Satellite Program				
Secondary Cook	11.63	12.06	12.60	
Elementary Cook	11.58	12.01	12.49	
Elementary A-2 Cook	11.24	11.69	12.17	
Elem. to 15 Rooms	11.02	11.32	11.97	
Cook's Helper	10.10	10.48	11.05	
Cashier	9.57	9.96	10.26	
 <u>II CUSTODIAN</u>				
Head Custodian of:				
Senior High	15.86	16.64	16.88	17.67
Junior High	15.53	16.35	16.64	17.37
Elem. 30+ Rooms	15.53	16.35	16.64	17.37
Elem. 21-30 Rooms	15.43	16.22	16.49	17.22
Elem. 16-20 Rooms	15.24	16.00	16.34	17.02
Elem. to 15 Rooms	15.06	15.83	16.20	16.82
Administration Bldg.	15.53	16.35	16.64	17.37
 <u>GENERAL</u>				
Skilled Grounds Keeper	19.46	20.26	21.07	
Semi-Skilled Grounds Attendant	16.83	17.63	18.45	
Grds. Attendant Trainee	15.99	16.87	17.65	
Truck Driver	15.59	16.24	16.49	17.25
Custodian I	14.21	15.04	15.24	16.00
Custodian II	13.36	14.19	14.57	15.24
Laundry Attendant I	14.48	15.22	15.53	16.30
Laundry Attendant II	13.36	14.19	14.57	14.86
Pool Attendant	14.48	15.22	15.53	16.30
Warehouse Keeper***	15.70	16.36	16.64	17.39
Coil Cleaners	14.48	16.30	(90 days)	
 <u>III MAINTENANCE</u>				
Electrical Contractor				
**Coordinator	20.42	22.36		
Master Electrician	20.15	22.12		
Electrician	19.81	21.71		
Master Plumber				
**Coordinator	20.42	22.36		
Master Plumber	20.15	22.12		
Plumber	19.81	21.71		
HVAC Contractor				
**Coordinator	20.42	22.36		
HVAC Contractor	20.15	22.12		
HVAC	19.81	21.71		
Carpenter/Fabricator	19.71	21.27		
Mason/Bricklayer	19.63	21.26		
Journeyman				
Roofer/Utility	19.00	20.59		
Roofer/Utility	16.30		(19.00 after four years)	
Painter Coordinator	19.21	20.83		
Painter	19.00	20.59		
Glazier-Painter	19.00	20.59		
Skilled Trade Trainee	16.30	17.87		
Maintenance Helper	16.00	17.67		

\*\*Coordinator rate shown above is limited to one (1) in each classification, namely Contractor Licensed Electrician, HVAC, and Master Plumber.

\*\*\*The position of Warehouse Keeper Leader will receive a pay rate of (\$0.75) per hour above the rate of Warehouse Keeper.

LOCAL 1346 SALARY TABLE

SCHEDULE A Effective October 1, 1997 - September 30, 1998  
Page 2

<u>IV TECHNICAL DIVISION</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Printer Coordinator	18.91	19.78	21.02	
Reproduction Room Operator	18.16	19.00	19.81	
Ass't Reproduction Room Operator	14.36	15.15	15.43	16.20
Property Control Clerk	18.16	19.00	19.81	21.25
AV Technician	18.69	19.45	20.34	
Computer Repair Tech.	18.69	19.45	20.34	
Computer Operator A	17.98	18.69	19.55	21.25
Computer Operator B	17.98	18.69	19.55	21.25
Asst. Computer Operator	14.36	15.31	16.20	
Computer Programmer				
Trainee I	16.15	16.95	18.23	
Computer Programmer				
Trainee III	10.80	12.39	14.02	
Integrated Technology System Tech. I	16.15	16.95	18.23	
Integrated Technology System Tech. II	14.17	14.88	15.77	
Microcomputer Programmer				
Trainee I	16.15	16.95	18.23	
Microcomputer Programmer				
Trainee III	10.80	12.39	14.02	
<u>V TRANSPORTATION</u>	<u>START</u>	<u>90 DAYS</u>		
*Mechanic Coordinator*	19.61	21.26		
Bus Mechanic*	19.00	20.59		
	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	
Mechanic Helper	15.70	16.59	17.39	
Mechanic Helper Radio Repair	17.38	18.17	18.98	
Bus Mechanic Trainee*	14.48	15.45	16.30	
Bus Driver	13.86	14.79	15.59	
Relief Driver	13.86	14.79	15.59	
Special Ed. Bus Aide	11.01	11.79	12.49	

\*These positions will receive an additional \$.15 per hour for the following required State and/or National Tests passed: Gas Engine Repair (HD Truck), Drive Train (HD Truck), Brakes and Braking Systems (HD Truck), Suspension and Steering (HD Truck), and Electrical Systems (HD Truck); five cents (\$.05) per hour will be received for each test which is applicable to the needs of the district beyond the required five to a maximum of ten. An additional \$.10 per hour will be received for certification in Diesel Repair. These premiums will be paid only once in cases where the State and National Tests are in the same area.

LETTER OF UNDERSTANDING  
between  
WARREN CONSOLIDATED SCHOOLS BOARD OF EDUCATION  
and  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO, Council 25, Local Union 1344

In accord with recent discussions between representatives of the Warren Consolidated Schools Board of Education (hereinafter referred to as the Board) and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 25, Local Union 1344 (hereinafter referred to as the Union) it is agreed as follows with respect to the Integrated Technology System Technician (ITST) I and II position:

A. The Board, in accordance with past practice, shall pay for training required for the Integrated Technology System Technician II to receive a Novell Corporation Certified Network Engineer (CNE) or equivalent certificate, as determined by the Board, pursuant to the following guidelines:

1. The Board will provide pre-payment of the first class toward certification. Upon completion of the class, the employee shall pay the exam fee and upon documenting successful completion of the exam, the District will reimburse the employee for the exam fee. The employee will then be eligible to take the next required course. A failed exam will result in no reimbursement for that exam fee.
2. This process will be repeated with each class required for CNE or equivalent certification.
3. Upon receipt of documentation of successful completion of CNE or equivalent certification, the Integrated Technology System Technician II employee will receive Integrated Technology System Technician I status.
4. The Board will not reimburse the employee for classes which are repeated.
5. The Board shall determine electives, within the guidelines of the certification program.
6. The Board will notify the Union if a determination is made to require certification other than a CNE for an ITST technician II to receive ITST Technician I status.
7. The terms and conditions of the Master Agreement will apply.

B. The Board agrees to the following wage scale retroactive from October 1, 1995 for the 1995/96 school year:

	START	ONE YEAR	TWO YEAR
ITST I	\$15.22	\$15.98	\$17.18
ITST II	\$13.38	\$14.03	\$14.88

<i>Marsha Pardo</i> 6/13/96 DR. MARSHA PARDO Associate Superintendent for Human Resources	DATE	<i>William J. Rogers</i> 6/13/96 William Rogers President Local 1344, AFSCME Council 25	DATE
<i>Heidi Martin</i> 6/13/96 Heidi Martin, Technical	DATE	<i>Eileen Keith</i> 6-13-96 Eileen Keith Staff Representative, AFSCME Council 25	DATE
<i>Sue Ponton</i> 6/13/96 Sue Ponton, Clerical	DATE	<i>Dawn Fouchie</i> 6-13-96 Dawn Fouchie, Operations	DATE
<i>Cinda Gillich</i> 6/13/96 Cinda Gillich	DATE	<i>Ted Golding</i> 6-13-96 Ted Golding, Maintenance	DATE

LETTER OF UNDERSTANDING  
Between  
WARREN CONSOLIDATED SCHOOLS BOARD OF EDUCATION  
and  
LOCAL 1346 AFSCME COUNCIL 25

This Agreement is entered into between Warren Consolidated Schools Board of Education (hereinafter referred to as the School Board) and Local 1346 AFSCME Council 25 (hereinafter referred to as the Union) regarding revision to the following language in the Master Contract:

ARTICLE IV - GUARANTEE OF RIGHTS

Section 1

The School Board and the Union agree that there shall be no discrimination against any employee by reason of race, creed, color, age, sex, marital status, national origin, or **DISABILITY**.

7. Marsha Pando 7/10/96  
Dr. Marsha Pando DATE  
Associate Superintendent  
for Human Resources

William J. Rogers 8/8/96  
William Rogers, Jr. DATE  
Local 1346 President  
AFSCME Council 25

Charles Huber 8/31/96  
Charles Huber DATE  
Local 1346 Vice President  
AFSCME Council 25

Ellen Keith 7-10-96  
Ellen Keith DATE  
Staff Representative  
AFSCME Council 25

LETTER OF UNDERSTANDING  
Between  
WARREN CONSOLIDATED SCHOOLS BOARD OF EDUCATION  
and  
LOCAL 1346 AFSCME COUNCIL 25

This Agreement is entered into between Warren Consolidated Schools Board of Education (hereinafter referred to as the School Board) and Local 1346 AFSCME Council 25 (hereinafter referred to as the Union) regarding revision to the following language in the Master contract:

SCHEDULE "B" - BASIC HEALTH CARE INSURANCE

Health Insurance Incentive Plan

The Board will pay a \$30/month STIPEND IN ACCORDANCE WITH FEDERAL TAX LAW AMENDMENTS to any 6-8 hour employee who does not carry health insurance (either BC/BS or HMO) with the District provided that at least twenty (20) 6-8 hour employees who are carrying health insurance at the time of the ratification of this Agreement will drop that health care coverage.

A \$75/month STIPEND cash-payment will be provided by the Board to each full time (6-8 hour) Bargaining Unit member who does not carry health insurance IN ACCORDANCE WITH FEDERAL TAX LAW AMENDMENTS. However, this increase is dependent on enough employees dropping health care coverage so that the premiums saved will at least equal the new cash increases paid.

During the month of October of each year that this provision is in effect either side may notify the other that they no longer wish to continue the Incentive Program outlined above. If this happens, the program will become null and void effective the following November 1st.

It is further agreed that this Agreement may be implemented at any time following the ratification of a new Bargaining Agreement. Sixty (60) days from the first notice until the close of the period will be allowed to determine whether or not the new incentive will be implemented.

Dr. Marsha Pando 11/26/12  
DATE  
Associate Superintendent  
for Human Resources

William Rogers, Jr. 11/26/12  
DATE  
Local 1346 President  
AFSCME Council 25

Charles Huber 11/26/12  
DATE  
Local 1346 Vice President  
AFSCME Council 25

Ellen Keith 12/9/12  
DATE  
Staff Representative  
AFSCME Council 25



LETTER OF UNDERSTANDING  
 between  
 WARREN CONSOLIDATED SCHOOLS BOARD OF EDUCATION  
 and  
 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
 AFL-CIO, Council 25, Local Union 1346

In accord with recent discussions between representatives of the Warren Consolidated Schools Board of Education (hereinafter referred to as the Board) and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 25, Local Union 1346 (hereinafter referred to as the Union) with respect to the position of "computer Operator A" currently occupied by Daniel W. Milbeck, the Board and Union agree as follows:

The work load currently assumed by Daniel Milbeck, Computer Operator A, has evolved into responsibilities of an administrative nature.

Therefore, pending Board approval of an increase of one (1) Integrated Technology System Technician position, the current responsibilities assumed by Mr. Milbeck will no longer exist within the Local 1346 bargaining unit.

It is understood that this Letter of Understanding constitutes the entire understanding of the Board and the Union with respect to this matter and shall not be deemed precedent setting with respect to the Master Contract and/or procedures and policies of the Board.

Marsha Pando 12/9/96  
 Dr. Marsha Pando DATE  
 Associate Superintendent  
 for Human Resources

William J. Rogers 12/9/96  
 William Rogers DATE  
 President  
 Local 1346, AFSCME Council 25

Helen Martin 12/9/96  
 Helen Martin, Technical DATE

Ellen Keith 12/9/96  
 Ellen Keith DATE  
 Staff Representative,  
 AFSCME Council 25

Sue Ponton 12/9/96  
 Sue Ponton, Cafeteria DATE

Dawn Fouchia 12/9/96  
 Dawn Fouchia, Operations DATE

Linda D. Girlish 12/9/96  
 Linda Girlish DATE

Ted Golding 12/9/96  
 Ted Golding, Maintenance DATE

Daniel W. Milbeck 12/9/96  
 Daniel W. Milbeck DATE  
 Computer Operator A

LETTER OF UNDERSTANDING  
Between  
WARREN CONSOLIDATED SCHOOLS BOARD OF EDUCATION  
and  
LOCAL 1346 AFSCME COUNCIL 25

This Agreement is entered into between Warren Consolidated Schools Board of Education (hereinafter referred to as the School Board) and the American Federation of State, County and Municipal Employees - AFL-CIO, Council 25 ~~Council 25~~ Local Union 1346 (hereinafter referred to as the Union) regarding revision to the following language in the Master Contract:

ARTICLE XX - MISCELLANEOUS - TRANSPORTATION

Section 1 and Section 2 (Present Agreement)

Section 3

A minimum of four (4) bus drivers shall be employed for a minimum of six (6) hours per day as relief drivers in Transportation and they shall be part of the Bargaining Unit. These drivers shall be assigned to the entire run for which they are filling in on any given day.

Relief drivers will be assigned the longest run of the day, by seniority, in the A.M. When a run with more time becomes available after the A.M. assignment the Noon run portion will be assigned to a relief driver whenever possible. The relief drivers will then return to their assigned runs for the P.M. take home.

DURING THE PERIOD OF DECEMBER 1 THROUGH MARCH 31 OF EACH YEAR:

NO ASSIGNED ROUTE: 6:00 A.M. TO 9:00 A.M. - 1:30 P.M. TO 4:30 P.M.  
ASSIGNED ROUTE: 6:00 A.M. TO ROUTE PUNCH OUT - P.M. ROUTE TIMES.

DURING THE PERIOD OF APRIL 1 THROUGH NOVEMBER 30 OF EACH YEAR:

No Assigned Route: 6:15 A.M. to 9:15 A.M. - 1:30 P.M. to 4:30 P.M.  
Assigned Route: 6:15 A.M. to route punch out - P.M. route times.

Paragraphs Four (4) through Paragraph Ten (10) (Present Agreement)

Field Trips: (Present Agreement)

Section 4 through Section 7 (Present Agreement)

Marsha Pando 1/9/97  
DR. Marsha Pando DATE  
Associate Superintendent  
for Human Resources

John Roock 1/9/97  
John Roock DATE  
Supervisor of Transportation

William Rogers, Jr. 1-9-97  
William Rogers, Jr. DATE  
Local 1346 President  
AFSCME Council 25

Charles Huber  
Charles Huber DATE  
Local 1346 Vice President  
AFSCME Council 25

Ellen Keith 1-10-97  
Ellen Keith DATE  
Staff Representative  
AFSCME Council 25

LETTER OF UNDERSTANDING  
Between  
WARREN CONSOLIDATED SCHOOLS BOARD OF EDUCATION  
and  
LOCAL 1346 AFSCME COUNCIL 25

In accord with recent discussions between representatives of the Warren Consolidated Schools Board of Education (hereinafter referred to as the School Board) and the American Federation of State, County and Municipal Employees - AFL-CIO, Council 25 Council 25 Local Union 1346 (hereinafter referred to as the Union) it is agreed as follows:

For the 1996-97 school year only, a third route selection will commence the week of January 13, 1997 to be completed January 17, 1997. The third route assignments will become effective January 20, 1997.

Marsha Pando 1/9/97  
Dr. Marsha Pando DATE  
Associate Superintendent  
for Human Resources

John Roock 1/9/97  
John Roock DATE  
Supervisor of Transportation

Linda Koch 1/9/97  
Linda Koch DATE  
Transportation Steward  
AFSCME Council 25, Local 1346

William Rogers, Jr. 1/9/97  
William Rogers, Jr. DATE  
President  
AFSCME Council 25, Local 1346

Charles Huber  
Charles Huber DATE  
Vice President  
AFSCME Council 25, Local 1346

Ellen Keith 1-9-97  
Ellen Keith DATE  
Staff Preventative  
AFSCME Council 25

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LETTER OF UNDERSTANDING  
 between  
 WARREN CONSOLIDATED SCHOOLS BOARD OF EDUCATION  
 and  
 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
 AFL-CIO, Council 25, Local Union 1346

In accord with recent discussions between representatives of the Warren Consolidated Schools Board of Education (hereinafter referred to as the Board) and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 25, Local Union 1346 (hereinafter referred to as the Union) it is agreed as follows effective the date of Board approval:

- A. A new position entitled Computer Programmer/Analyst will be created with the following wage rates:

COMPUTER PROGRAMMER/ANALYST

	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
<u>1996-97</u>	17.46	18.15	18.98	20.63
<u>1997-98</u>	17.98	18.69	19.55	21.25

Advancement to the Computer Programmer/Analyst level from Computer Programmer Trainee I will occur after satisfactory completion of the qualifications set forth in the Computer Programmer/Analyst job description and with the supervisor's recommendation.

- B. The wage scale for the Integrated Technology System Technician I and II positions will be amended to reflect the following:

INTEGRATED TECHNOLOGY SYSTEM TECHNICIAN I

	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
<u>1996-97</u>	19.97	21.56	23.71	25.97
<u>1997-98</u>	20.57	22.21	24.42	26.75

INTEGRATED TECHNOLOGY SYSTEM TECHNICIAN II

	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
<u>1996-97</u>	15.25	16.01	16.81	17.70
<u>1997-98</u>	15.71	16.49	17.31	18.23

- C. Bargaining unit members promoted to the Integrated Technology System Technician I position will be placed at the START rate of pay for six (6) months after which they will advance to the ONE YEAR rate of pay. Subsequent increases in pay will occur on an annual basis.
- D. The wage scale for the position(s) of Computer Operator will be adjusted to be equal to the Integrated Technology System Technician II wage rate in the event the position(s) is/are posted. It is understood that the job responsibilities of the Computer Operator and the Integrated Technology System Technician are interchangeable as assigned by the supervisor.

- E. Individual(s) occupying Technical Division positions within the Information Systems Department, other than ITST II's, will be eligible to receive a promotion to the Integrated Technology System Technician I level upon attainment of CNE (Novell Corporation Certified Network Engineer) certification provided there is a vacancy.
- F. The Letter of Understanding dated 6/13/96 regarding the ITST I and II positions will remain in full force and effect with the exception of paragraph B (wage scale).

It is agreed that this Letter of Understanding constitutes the entire understanding of the Board and the Union with respect to this matter and shall not be deemed precedent setting with respect to the Master Contract and/or procedures and policies of the Board.

Marsha Pando 5/9/97  
DATE  
Dr. Marsha Pando  
Associate Superintendent  
for Human Resources

Helen Martin 5/9/97  
DATE  
Helen Martin, Local 1346  
Bargaining Team

Sue Ponton 5/9/97  
DATE  
Sue Ponton, Local 1346  
Bargaining Team

Linda Girlish 5/9/97  
DATE  
Linda Girlish, Local 1346  
Bargaining Team

Chuck Buber 5/9/97  
DATE  
Chuck Buber  
President  
Local 1346, AFSCME Council 25

Ellen Keith 5/9/97  
DATE  
Ellen Keith  
Staff Representative,  
AFSCME Council 25

Anthony Haerens 5-9-97  
DATE  
Tony Haerens, Local 1346  
Vice President

Ted Golding 5/9/97  
DATE  
Ted Golding, Local 1346  
Bargaining Team



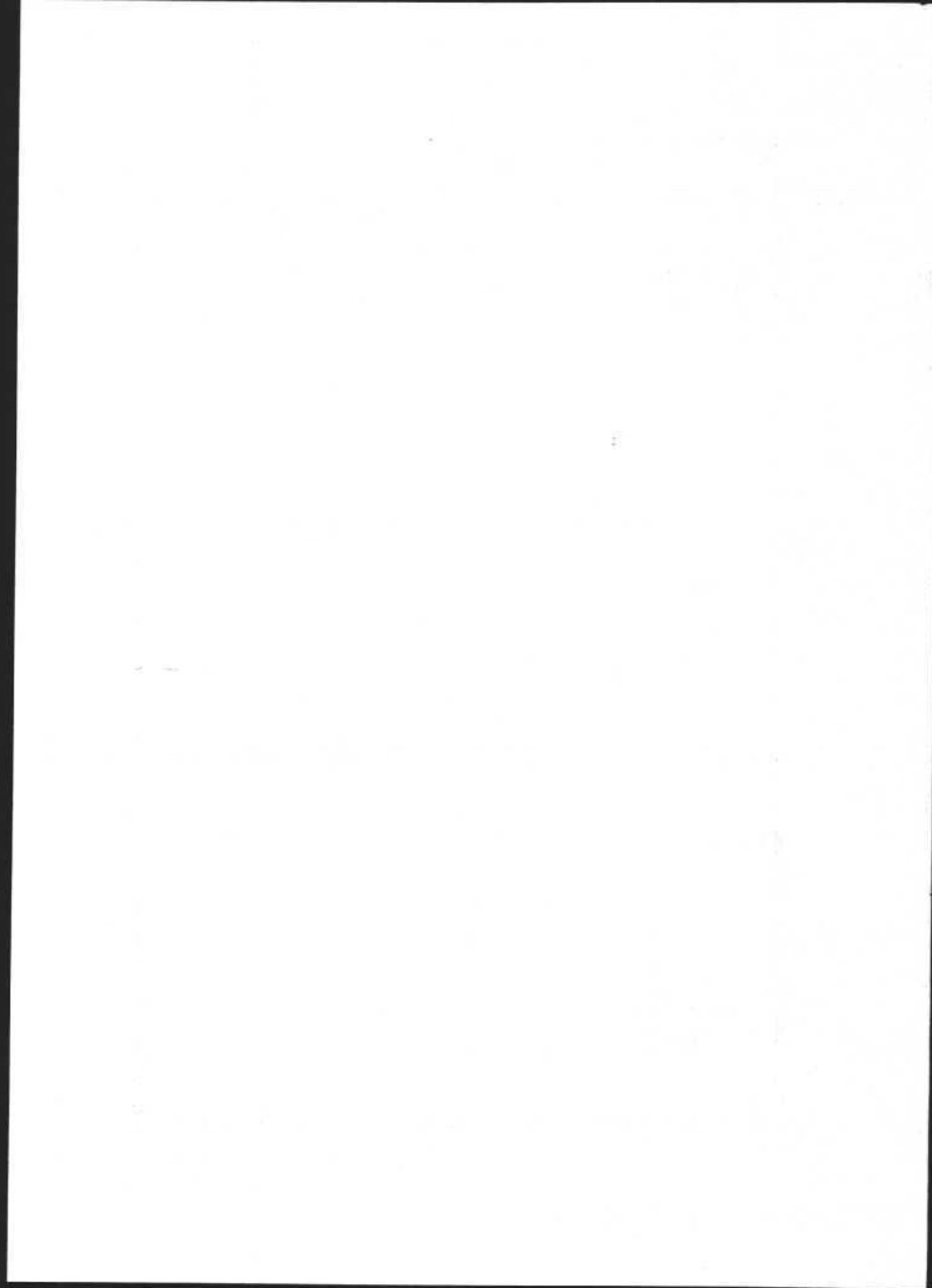
**TENTATIVE AGREEMENT  
WAGE OPENER/CONTRACT EXTENSION  
1998-2000**

**BETWEEN**

**WARREN CONSOLIDATED SCHOOLS  
BOARD OF EDUCATION**

**AND**

**AFSCME AFL-CIO  
COUNCIL 25, LOCAL 1346**





SCHEDULE A (2.0%) Effective October 1, 1998 - September 30, 1999 (TA 6/2/98)

<u>I CAFETERIA</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Central Kitchen Head Cook				
of Satellite Program	14.08	15.13	15.66	
Secondary Head Cook	12.37	13.40	13.88	
Elem. A-1 Head Cook	12.01	13.10	13.40	
Cntrl Kitchen Secondary Cook				
of Satellite Program	11.63	12.30	12.85	
Secondary Cook	11.58	12.25	12.74	
Elementary Cook	11.24	11.92	12.41	
Elem. A-2 Cook	11.02	11.55	12.21	
Cook's Helper	10.10	10.69	11.27	
Cashier	9.57	10.16	10.47	

<u>II CUSTODIAN</u>				
Head Custodian of:				
Senior High	15.86	16.97	17.22	18.02
Junior High	15.53	16.68	16.97	17.72
Elem. 30+ Rooms	15.53	16.68	16.97	17.72
Elem. 21-30 Rooms	15.43	16.54	16.82	17.56
Elem. 16-20 Rooms	15.24	16.32	16.67	17.36
Elem. to 15 Rooms	15.06	16.15	16.52	17.16
Administration Bldg.	15.53	16.68	16.97	17.72

<u>GENERAL</u>				
Skilled Grounds Keeper	19.46	20.67	21.49	
Semi-Skilled Grounds				
Attendant	16.83	17.98	18.82	
Grounds Attendant Trainee	15.99	17.21	18.00	
Truck Driver	15.59	16.56	16.82	17.60
Custodian I	14.21	15.34	15.54	16.32
Custodian II	13.36	14.47	14.86	15.54
Laundry Attendant I	14.48	15.52	15.84	16.63
Laundry Attendant II	13.36	14.47	14.86	15.16
Pool Attendant	14.48	15.52	15.84	16.63
Warehouse Keeper ***	15.70	16.69	16.97	17.74
Coil Cleaners	14.48	16.63 (90 days)		

**SCHEDULE A (2.0%)** Effective October 1, 1998 - September 30, 1999 (TA 6/2/98)

<u>III MAINTENANCE</u>	<u>START</u>	<u>90 DAYS</u>
Electrical Contractor		
**Coordinator	20.42	22.81
Master Electrician	20.15	22.56
Electrician	19.81	22.14
Master Plumber		
**Coordinator	20.42	22.81
Master Plumber	20.15	22.56
Plumber	19.81	22.14
HVAC Contractor		
**Coordinator	20.42	22.81
HVAC Contractor	20.15	22.56
HVAC	19.81	22.14
Carpenter/Fabricator	19.71	21.70
Mason/Bricklayer	19.63	21.69
Journeyman Roofer/Utility	19.00	21.00
Roofer/Utility	16.30	(19.38 After four years)
Painter Coordinator	19.21	21.25
Painter	19.00	21.00
Glazier-Painter	19.00	21.00
Skilled Trade Trainee	16.30	18.23
Maintenance Helper	16.00	18.02

\*\*Coordinator rate shown above is limited to one (1) in each classification, namely Contractor Licensed Electrician, HVAC, and Master Plumber.

\*\*\*The position of Warehouse Keeper Leader will receive a pay rate of (\$0.75) per hour above the rate of Warehouse Keeper.

<u>IV TECHNICAL DIVISION</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Printer Coordinator	18.91	20.18	21.44	
Reproduction Room Oper.	18.16	19.38	20.21	
Ass't. Reproduction				
Room Operator	14.36	15.45	15.74	16.52
Property Control Clerk	18.16	19.38	20.21	21.68
AV Technician	18.69	19.84	20.75	
Computer Repair Technician	18.69	19.84	20.75	
Computer Operator A	17.98	19.06	19.94	21.68
Computer Operator B	17.98	19.06	19.94	21.68
Ass't. Computer Operator	14.36	15.62	16.52	
Comp Programmer Trainee I	16.15	17.29	18.59	
Comp Programmer Trainee III	10.80	12.64	14.30	
Computer Programmer/Analyst	17.98	19.06	19.94	21.68
ITS Technician I	20.57	22.65	24.91	27.29
ITS Technician II	15.71	16.82	17.66	18.59
Microcomp Prog Trainee I	16.15	17.29	18.59	
Microcomp Prog Trainee III	10.80	12.64	14.30	

**SCHEDULE A (2.0%)**      Effective October 1, 1998 - September 30, 1999      (TA 6/2/98)

<u>Y TRANSPORTATION</u>	<u>START</u>	<u>90 DAYS</u>			
Mechanic Coordinator*	19.61	21.69			
Bus Mechanic*	19.00	21.00			
	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>	
Mechanic Helper	15.70	16.92	17.74		
Mech. Helper Radio Repair	17.38	18.53	19.36		
Bus Mechanic Trainee*	14.48	15.76	16.63		
Bus Driver	13.86	15.09	15.90	16.15	
Relief Driver	13.86	15.09	15.90	16.15	
Special Ed. Bus Aide	11.01	12.03	12.74		

\*These positions will receive an additional \$.15 per hour for the following required State and/or National Tests passed: Gas Engine Repair (HD Truck), Drive Train (HD Truck), Brakes and Braking Systems (HD Truck), Suspension and Steering (HD Truck), and Electrical Systems (HD Truck); five cents (\$.05) per hour will be received for each test which is applicable to the needs of the district beyond the required five to a maximum of ten. An additional \$.10 per hour will be received for certification in Diesel Repair. These premiums will be paid only once in cases where the State and National Tests are in the same area.

<u>I CAFETERIA</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Central Kitchen Head Cook				
of Satellite Program	14.43	15.51	16.05	
Secondary Head Cook	12.68	13.74	14.23	
Elem. A-1 Head Cook	12.31	13.43	13.74	
Cntri Kitchen Secondary Cook				
of Satellite Program	11.92	12.61	13.17	
Secondary Cook	11.87	12.56	13.06	
Elementary Cook	11.52	12.22	12.72	
Elem. A-2 Cook	11.30	11.84	12.52	
Cook's Helper	10.35	10.96	11.55	
Cashier	9.81	10.41	10.73	

<u>II CUSTODIAN</u>				
Head Custodian of:				
Senior High	16.26	17.39	17.65	18.47
Junior High	15.92	17.10	17.39	18.16
Elem. 30+ Rooms	15.92	17.10	17.39	18.16
Elem. 21-30 Rooms	15.82	16.95	17.24	18.00
Elem. 16-20 Rooms	15.62	16.73	17.09	17.79
Elem. to 15 Rooms	15.44	16.55	16.93	17.59
Administration Bldg.	15.92	17.10	17.39	18.16

<u>GENERAL</u>				
Skilled Grounds Keeper	19.95	21.19	22.03	
Semi-Skilled Grounds				
Attendant	17.25	18.43	19.29	
Grounds Attendant Trainee	16.39	17.64	18.45	
Truck Driver	15.98	16.97	17.24	18.04
Custodian I	14.57	15.72	15.93	16.73
Custodian II	13.69	14.83	15.23	15.93
Laundry Attendant I	14.84	15.91	16.24	17.05
Laundry Attendant II	13.69	14.83	15.23	15.54
Pool Attendant	14.84	15.91	16.24	17.05
Warehouse Keeper ***	16.09	17.11	17.39	18.18
Coil Cleaners	14.84	17.05 (90 days)		

**SCHEDULE A (2.5%)** Effective October 1, 1999 - September 30, 2000 (A 6/2/98)

<u>III MAINTENANCE</u>	<u>START</u>	<u>90 DAYS</u>	
Electrical Contractor			
**Coordinator	20.93	23.38	
Master Electrician	20.65	23.12	
Electrician	20.31	22.69	
Master Plumber			
**Coordinator	20.93	23.38	
Master Plumber	20.65	23.12	
Plumber	20.31	22.69	
HVAC Contractor			
**Coordinator	20.93	23.38	
HVAC Contractor	20.65	23.12	
HVAC	20.31	22.69	
Carpenter/Fabricator	20.20	22.24	
Mason/Bricklayer	20.12	22.23	
Journeyman Roofer/Utility	19.48	21.53	
Roofer/Utility	16.71		(19.86 After four years)
Painter Coordinator	19.69	21.78	
Painter	19.48	21.53	
Glazier-Painter	19.48	21.53	
Skilled Trade Trainee	16.71	18.69	
Maintenance Helper	16.40	18.47	

\*\*Coordinator rate shown above is limited to one (1) in each classification, namely Contractor Licensed Electrician, HVAC, and Master Plumber.

\*\*\*The position of Warehouse Keeper Leader will receive a pay rate of (\$0.75) per hour above the rate of Warehouse Keeper.

<u>IV TECHNICAL DIVISION</u>	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>
Printer Coordinator	19.38	20.68	21.98	
Reproduction Room Oper.	18.61	19.86	20.72	
Ass't. Reproduction				
Room Operator	14.72	15.84	16.13	16.93
Property Control Clerk	18.61	19.86	20.72	22.22
AV Technician	19.16	20.34	21.27	
Computer Repair Technician	19.16	20.34	21.27	
Computer Operator A	18.43	19.54	20.44	22.22
Computer Operator B	18.43	19.54	20.44	22.22
Ass't. Computer Operator	14.72	16.01	16.93	
Comp. Programmer Trainee I	16.55	17.72	19.05	
Comp. Programmer Trainee III	11.07	12.96	14.66	
Computer Programmer/Analyst	18.43	19.54	20.44	22.22
ITS Technician I	21.08	23.22	25.53	27.97
ITS Technician II	16.10	17.24	18.10	19.05
Microcomp. Prog. Trainee I	16.55	17.72	19.05	
Microcomp. Prog. Trainee III	11.07	12.96	14.66	

**SCHEDULE A (2.5¢)**      Effective October 1, 1999 - September 30, 2000 (TA 6/2/98)

<u>V TRANSPORTATION</u>	<u>START</u>	<u>90 DAYS</u>			
Mechanic Coordinator*	20.10	22.23			
Bus Mechanic*	19.48	21.53			
	<u>START</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>	
Mechanic Helper	16.09	17.34	18.18		
Mech. Helper Radio Repair	17.81	18.99	19.84		
Bus Mechanic Trainee*	14.84	16.15	17.05		
Bus Driver	14.21	15.47	16.30	16.70	
Relief Driver	14.21	15.47	16.30	16.70	
Special Ed. Bus Aide	11.29	12.33	13.06		

\*These positions will receive an additional \$.15 per hour for the following required State and/or National Tests passed: Gas Engine Repair (HD Truck), Drive Train (HD Truck), Brakes and Braking Systems (HD Truck), Suspension and Steering (HD Truck), and Electrical Systems (HD Truck); five cents (\$.05) per hour will be received for each test which is applicable to the needs of the district beyond the required five to a maximum of ten. An additional \$.10 per hour will be received for certification in Diesel Repair. These premiums will be paid only once in cases where the State and National Tests are in the same area.

SCHEDULE "B" - BASIC HEALTH CARE INSURANCE

(TA 6/2/98)

The health care plan as adopted by the Board of Education covers hospital-medical, weekly indemnity, life insurance, accidental death and dismemberment, survivor monthly income benefits, long-term disability and optical insurance.

The Board of Education's liability shall not exceed the provisions of the insurance contracts.

The Board of Education agrees to continue these coverages throughout the term of this Agreement. To implement these coverages, the Board agrees to pay for each subscriber on the following basis:

Hospital/Medical Benefits: (or a comparable plan)

In the event the Board of Education selects an insurance carrier other than Blue Cross, the Board will meet with the Union prior to such selection, show the policy and establish comparable coverage.

BLUE CROSS-BLUE SHIELD, SEMI-PRIVATE, MVF-1 WITH MASTER MEDICAL and RIDERS "ML, D45NM, HC, RPS AND PSA" AND A \$5.00 DEDUCTIBLE PRESCRIPTION RIDER PLAN WILL BE PROVIDED.

Full Time	Single Subscriber	Entire Amount
	Employee & Spouse	Entire Amount
	Employee & Family	Entire Amount
Part Time (3-6 hours per day)	Single Subscriber	½ Entire Amount
	Employee & Spouse	½ Entire Amount
	Employee & Family	½ Entire Amount
Hardship Cases (less than 3 hours by approval of the Superintendent only)	Single Subscriber	½ Entire Amount
	Employee & Spouse	½ Entire Amount
	Employee & Family	½ Entire Amount
Part Time - Voluntary Participation (less than 3 hours on a regular basis)	Single Subscriber	Employee pays Entire Amount
	Employee & Spouse	Employee pays Entire Amount
	Employee & Family	Employee pays Entire Amount

It is understood that the part-time voluntary participation category constitutes employees who are not participants in the other three categories listed above. The following is also agreed to:

SCHEDULE "B" HEALTH CARE INSURANCE (continued) - Present Agreement

ARTICLE XIII COMPENSATION

(TA 6/2/98)

Section 3 - Longevity

\*After four (4) years of service all employees in the Bargaining Unit shall receive ten cents (\$ .10) per hour longevity.

**\*EMPLOYEES HIRED ON OR BEFORE SEPTEMBER 30, 1998 WILL BE ELIGIBLE TO RECEIVE LONGEVITY AFTER FOUR (4) YEARS OF SERVICE. EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 1998 WILL NOT BE ELIGIBLE TO RECEIVE LONGEVITY PAYMENTS UNTIL AFTER SIX (6) YEARS OF SERVICE.**

After six (6) years of service all employees in the Bargaining Unit shall receive ~~an additional ten cents (\$ .10)~~ **A TOTAL OF TWENTY CENTS (\$.20)** per hour longevity.

After ten (10) years of service all employees in the Bargaining Unit shall receive ~~an additional ten cents (\$ .10)~~ **A TOTAL OF THIRTY-FIVE CENTS (\$.35)** per hour longevity.

After fifteen (15) years of service all employees in the Bargaining Unit ~~will receive an additional fifteen cents (\$ .15)~~ **SHALL RECEIVE A TOTAL OF FIFTY-FIVE CENTS (\$.55)** per hour longevity.

**AFTER TWENTY-ONE (21) YEARS OF SERVICE ALL EMPLOYEES IN THE BARGAINING UNIT SHALL RECEIVE A TOTAL OF SEVENTY-FIVE CENTS (\$.75) PER HOUR LONGEVITY.**



IN WITNESS WHEREOF, the parties hereto have caused duplicate copies of this Agreement to be executed and have set thereto their signatures on this 1st day of July, 1998.

WARREN CONSOLIDATED SCHOOLS  
BOARD OF EDUCATION

Therese M. Monacuff  
WCS Board President

Melinda S. Noon  
WCS Board Secretary

Dr. Paul Stamatakis  
Dr. Paul Stamatakis  
Superintendent

Dr. Marsha Pando  
Dr. Marsha Pando  
Associate Superintendent  
Human Resources

THE AMERICAN FEDERATION OF STATE  
COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO, LOCAL 1346 AND COUNCIL #25

Chuck Huber  
Chuck Huber, President

Sue Ponton  
Sue Ponton, Cafeteria

Anthony Haerens  
Anthony Haerens, Operations

Linda Girlish  
Linda Girlish, Transportation

Theodore Goding  
Theodore Goding, Maintenance

Helen Martin  
Helen Martin, Technical

Lloyd Stage  
Lloyd Stage, Staff Representative  
AFSCME, Council 25



