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6/30/99



# Agreement

between the

**Warren Consolidated Schools  
Board of Education**

and

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

**AFL-CIO  
COUNCIL 25, LOCAL UNON 1815**

**1996 - 1999**



**Where Children Succeed**

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Warren Consolidated Schools*

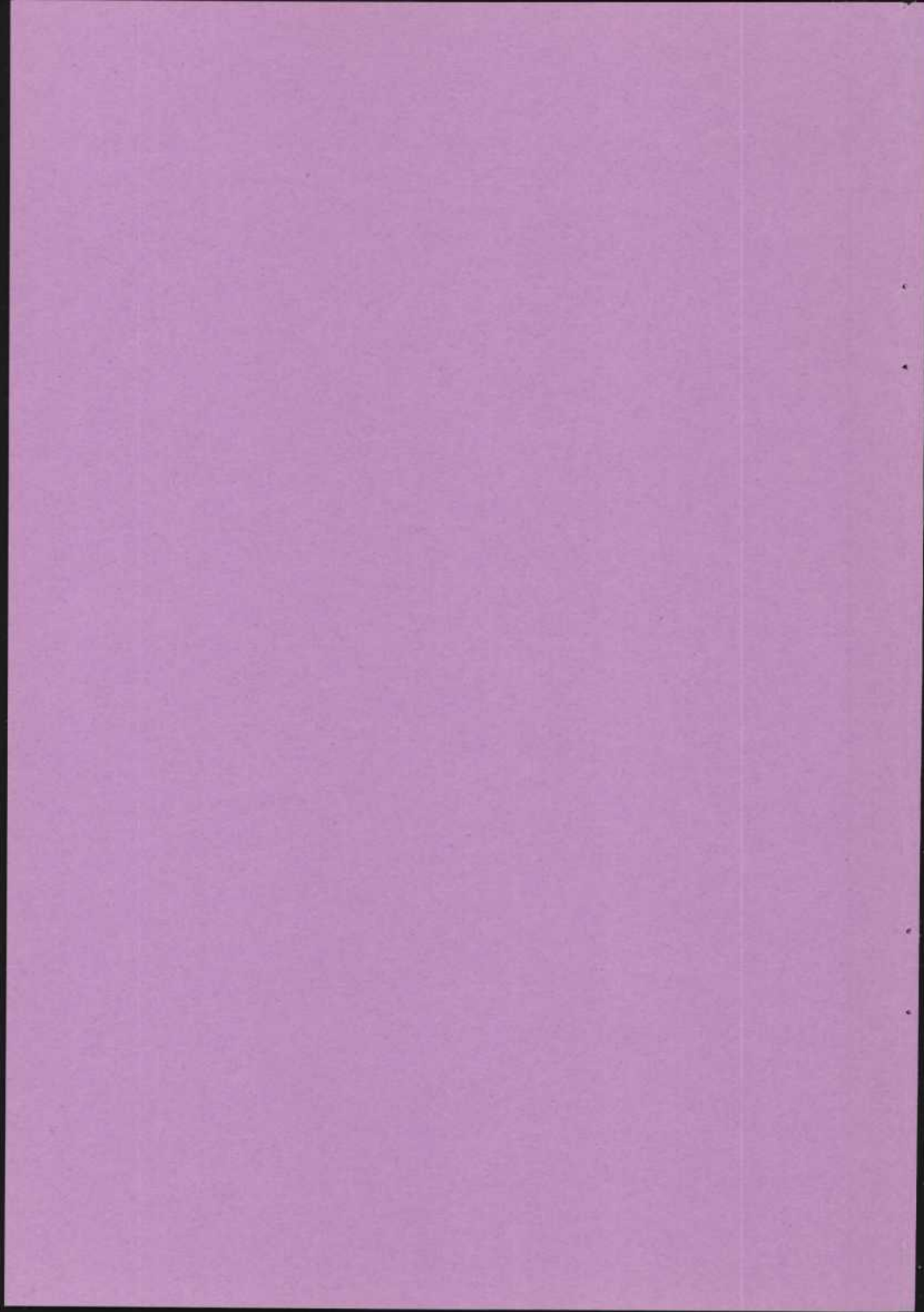
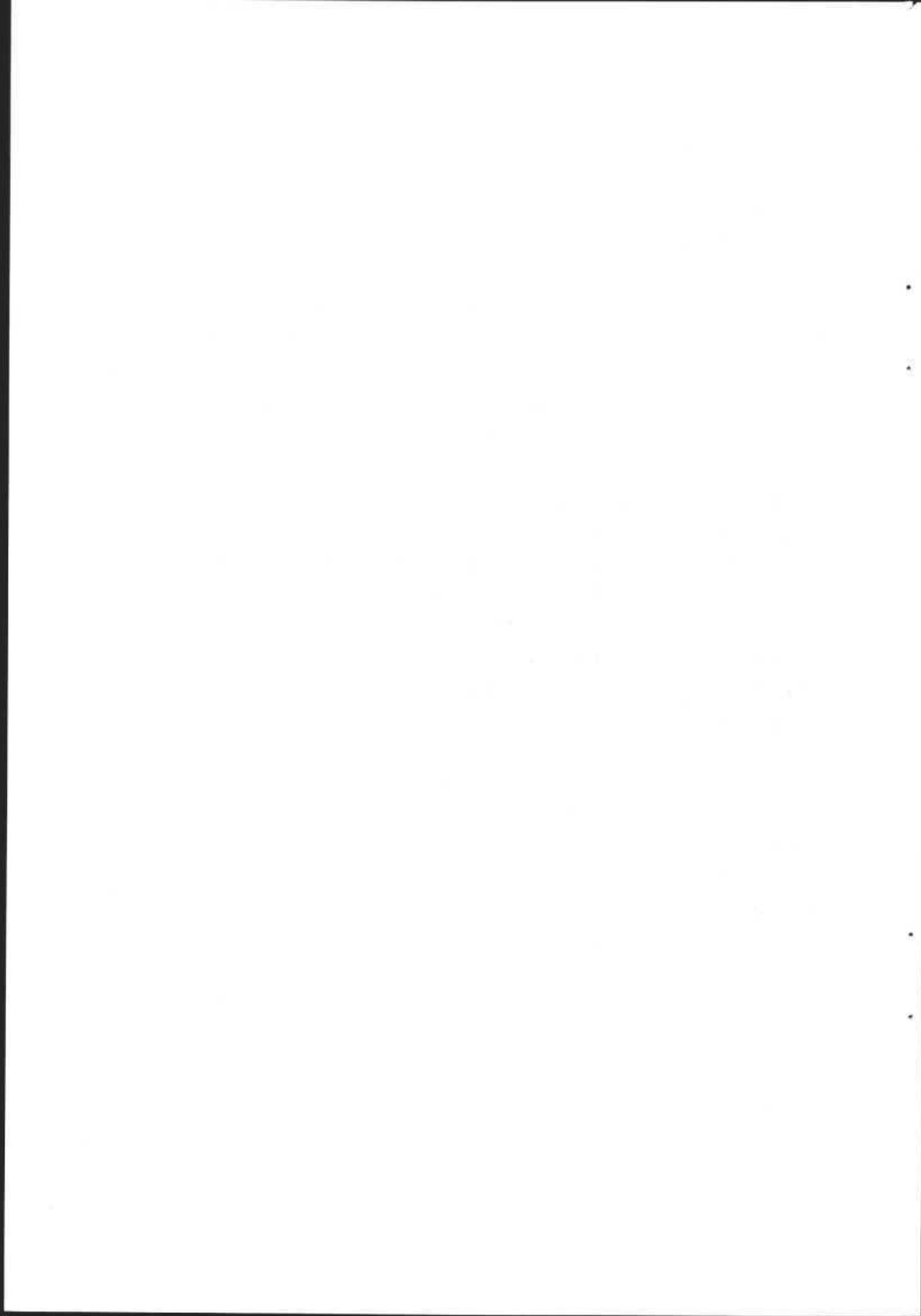


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**PREAMBLE**

This Agreement, entered into on the 14th day of April, 1997 is between the Board of Education, Warren Consolidated Schools, Counties of Macomb and Oakland, State of Michigan (hereinafter referred to as the "School Board"), and Local 1815, 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 hereto which will promote and insure harmonious business 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 with 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 regular full-time and part-time clerical personnel, including secretaries, clerks, office machine operators, receptionists, switchboard operators, typists, stenographers, caregivers, teacher aides and vocational aides, building and grounds control personnel, bilingual aides, health aides, and VDT/CRT operators, but excluding one (1) secretary and one (1) clerk to the Superintendent, one (1) secretary to the Administrative Assistant, one (1) secretary to the Associate Superintendent for Human Resources, one (1) secretary to the Associate Superintendent for Instruction, one (1) secretary to the Associate Superintendent for Business, Finance and Operations, one (1) secretary to the Director of Public Relations, one (1) secretary to the Director of Personnel.

It is recognized that in the performance of their duties, in addition to using telephones, typewriters, and varied office machines, members will also be using video display terminals, cathode ray terminals, and computers.

**ARTICLE II AGENCY SHOP**

**Section A - Requirement of Union Membership**

1. 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.
2. Employees reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment, to become members of the Union in good standing 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 30th day following their transfer or reinstatement into the Bargaining Unit.
3. 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 B - Union Dues, Initiation Fees and Service Charge**

1. **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 card or Service Charge card and an authorization for check-off 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 the provisions of this Article.

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 form.

**ARTICLE II AGENCY SHOP (Continued)**

**Section B - Union Dues, Initiation Fees & Service Charges (continued)**

**1. Payment by check-off: (continued)**

It is understood that in those cases where no earnings are available, no deductions will be made.

**2. When deductions begin:**

Check-Off deductions under all properly executed Authorization for Check-Off forms shall become effective at the time the application is put into effect (according to this Article) and shall be deducted from the second pay of the month and each month thereafter.

**3. 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 15th and 30th day of the current month.

**4. 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 s/he 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.

**5. 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 the representatives of the Union, and if not resolved may be decided at the final step of the grievance procedure.

**Section C - 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 A**

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 B**

Should any Article, Section or clause of this Agreement be declared invalid by either a court of competent jurisdiction or by existing or subsequently enacted legislation; such Article, Section or clause, as the case may be, shall automatically be deleted from this Agreement and shall be subject to immediate renegotiation. The remaining Articles, Sections and clauses shall remain in full force and effect for the duration of the Agreement.

**Section C**

The Union and their officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sitdowns, slowdowns, stoppages of work, or any other acts which would interfere with the orderly operation of the District, that it will not otherwise approve or permit continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

**ARTICLE IV UNION GUARANTEE OF RIGHTS**

**Section A**

The parties mutually agree that the provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination with respect to age, color, marital status, disability, membership in the Union, members holding office in the Union, national origin, race, religion, or sex.

**Section B**

It is also recognized and accepted by the parties that the Union and its members are desirous of contributing to the improvement of the level of efficiency in all of the operations with which they are concerned, i.e., methods of work, equipment and supplies.

**Section C**

The School Board agrees that its rules and regulations governing employees will be reasonable and that enforcement of discipline will be fair and for just cause.

**Section D**

Disciplinary interviews and reprimands will be conducted in private. An affected employee will, however, have the right in all such instances to request the presence of a Union representative at any said interview and when such request is made, the interview will not proceed until the representative is in attendance.



#### ARTICLE V BOARD RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement or any supplement to this Agreement shall remain vested in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to management of the School District, supervision of operations and personnel, control of property, determination and direction of the work force and maintenance of an orderly, effective and efficient operation within the financial resources of the District.

#### ARTICLE VI REPRESENTATION

- A. The members of all Union Committees recognized by the School Board for the purposes of collective bargaining shall be seniority employees of the Warren Consolidated School District.
- B. The names of all such Committee Members shall be certified in writing to the School Board by the Union upon election or appointment to a recognized Committee. The School Board will provide the Union with a Chain of Command Chart.
- C. The School Board agrees to recognize a Bargaining Committee, consisting of nine (9) members, which shall be composed of a cross section that will fully represent all personnel, and others deemed necessary by the Union. The Union may include a professional representative as a member of the Committee.
- D. 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 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.

Meeting dates may be cancelled or changed only by mutual agreement. Meetings will start at 3:00 P.M.

#### ARTICLE VII HOURS OF EMPLOYMENT

- A. The normal work day for full-time employees shall be eight (8) hours per day. The normal work week shall be (40) hours per week for full-time employees. It is understood and agreed that part-time, permanent employees are employed and their work schedules shall be established.
- B. Regular, permanent members of the Bargaining Unit shall be entitled to an unpaid, duty free, uninterrupted lunch period of not less than one-half (1/2) hour.

**ARTICLE VII HOURS OF EMPLOYMENT (Continued)**

C. Full-time, eight (8) hour employees shall be provided a fifteen (15) minute relief period in the morning and a fifteen (15) minute relief period in the afternoon. Scheduled relief time shall include all time away from the work area.

Less than full-time employees will be provided relief time in accordance with their work schedule.

D. While overtime work is mandatory, Bargaining Unit employees will, whenever feasible, work overtime on a voluntary basis and no employee will be required to work overtime when there is a sufficient number of properly qualified volunteers in the job classification required, working at the location and on the shift from which the work is to be performed.

E. Personnel, other than twelve (12) month employees, shall normally be scheduled for work in conjunction with the school year, on a progressive basis.

	<u>Before School</u>	<u>After School</u>
Senior High Secretaries - 52 wks.	---	---
Placement Secretary - 52 wks.	---	---
CPC Secretary to Principal - 52 wks.	---	---
Senior High Secretaries to Asst. Prin.	2 wks.	2 wks.
Senior High and CPC Clerks	2 wks.	2 wks.
Middle School Secretaries	3 wks.	2 wks.
Middle School Secretaries to Asst. Pr.	2 wks.	2 wks.
Middle School Clerks	2 wks.	2 wks.
Elementary Secretaries	2 wks.	1 wk.
Elementary Clerks	2 wks.	1 wk.
School Media Clerks	1 wk.	1 wk.
Central A-V Media Clerk	1 wk.	1 wk.
Teacher Aides	1 day	1 day
Health Aides	1 day	1 day
Vocational Aides	Based on program needs	
Bi-Lingual Aides	Based on program needs	
Caregivers	Based on program needs	
Bldg. and Grounds Control Personnel	1 day	1 day
Secretary to Director of Athletics and Physical Education	3 wks.	2 wks.

Others than those listed shall work the same schedule as the immediate supervisor. The schedule shall be provided by August 1 of each year reflecting the work schedule for the subsequent school year.

ARTICLE VII HOURS OF EMPLOYMENT (Continued)

- F. When a position changes in shift (in excess of one (1) hour), hours, or months, the position must be posted and filled as spelled out in Article IX, Sec. G. Such changes in shift of less than one (1) hour shall be effected by the Human Resources Department and shall be agreed upon by the Union. If a change of less than one (1) hour is not mutually agreeable, then the position must be posted.

When a classification is changed, the employee remains in the position.

- G. Overtime at one-and-one-half (1-1/2) times the employee's hourly rate will be paid for all time worked beyond eight (8) hours per day or over forty (40) hours per week, and on Saturday. Double time the employee's hourly rate will be paid for all work performed on Sundays and holidays.

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, or at the rate of double time on Sundays or holidays, provided that the minimum pay for a call-in shall be two (2) straight time hours. When an employee has a shift extended, s/he shall be paid for the actual additional time worked at the prevailing rate.

- H. 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 for the amount of time actually worked, but in no case less than two (2) hours.
- I. By mutual consent, compensatory time (e.g., one (1) hour worked equals one-and-one-half (1-1/2) compensatory time off) may be given equal to the authorized overtime worked.
- J. Permanent employees who volunteer as summer substitutes will receive the regular substitute rate of pay.
- K. Less than twelve (12) month employees required to work additional time at the beginning or end of the school year, other than specified in (E) above, will be paid their current regular rate of pay and will be entitled to fringe benefits, with the exception of vacations, according to the amount of additional time worked. However, if an employee is required to work the entire year s/he will be entitled to a vacation according to her/his years of service.
- L. Approved compensable leave days and unworked holidays will count as days worked in the computation of overtime at the end of the work week.

#### ARTICLE VIII WORKING CONDITIONS

Under normal circumstances, bargaining unit members shall perform those duties as defined in the appropriate job description with the following conditions:

##### A. Clerical Staff

1. Bargaining Unit employees will not normally be held responsible for first aid functions in the building. Minor health problems such as administering band-aids, cleaning wounds, taking temperatures and treating minor cuts and abrasions are considered the responsibility of any employee of the District who is available in accordance with Policy Handbook 6171/1. It is not acceptable on anyone's part to abandon an injured or seriously sick person; these kinds of cases require immediate notice to parents, police and use of other emergency procedures available for such purposes.
2. Bargaining Unit employees shall be allowed the use of telephones for emergency, grievance and/or information purposes. The use should be limited in frequency and duration.
3. Use of an employee's personal automobile for District business is not a condition of employment. When an employee is requested to use her/his personal automobile, s/he shall be reimbursed at the mileage rate that is in effect and approved by the Board of Education.
4. Bargaining Unit employees will be supplied equipment on an equitable basis to perform their jobs. It is agreed that office equipment is subject to the facilities and finances of the District.
5. Except in emergencies, clerical employees shall not be required to monitor pupils prior to, during, or following school.
6. Bargaining Unit employees will not be required to transport funds or students.
7. Clerical work should not be construed as a job of manual labor, therefore, Bargaining Unit employees are prohibited from lifting heavy items.
8. Bargaining Unit employees will not be required to handle individual cafeteria lunch sales for students except where students have lost or forgotten their lunch money.
9. No agency or other group will direct the work of Bargaining Unit employees. In cases where special work for teachers, PTA, Boy Scouts and others is requested, the principal's prior approval must be obtained.

**B. Aides**

1. All aides shall work on days when staff is reporting.
2. Aides shall not be left in the classroom unsupervised to monitor students for periods exceeding fifteen (15) minutes. Monitoring of students is a recognized duty of aides; however, the Board will provide meaningful supervision (teacher or certificated person in the building) in all cases. Whenever an aide is required to remain with students after school for longer than fifteen (15) minutes, s/he will be paid at the rate of time-and-one-half (1-1/2) their regular rate or the time in excess of fifteen (15) minutes.
3. Health Aides shall be assigned to provide assistance and/or service to students with physical disabilities which require one-on-one service and assistance which is not a part of the everyday aide's job. No listing of physical disabilities which require special assistance can be complete, however, such a listing would include: catheterization; tracheal device monitoring and/or cleaning; closed-head injury monitoring, movement; oxygen-support monitoring, etc. It is not intended that any of the regular existing aide responsibilities will be defined as health aide duties...among these regular duties are assisting in feeding, physical movement, toileting, diapering and other similar acts of service. Health Aides will be given the training and/or coaching needed to enable them to provide appropriate services for students. In the event of unforeseen complications in health aide duties or assignments, the Board will discuss courses of action with the Union, however, the Board reserves the right to make final decisions.

**C. Allocation of Clerical Personnel to Buildings**

1. Subject to the facilities and the financial resources of the District, the following allocation of clerical personnel will be made to the school buildings:

**a. Elementary:**

One full-time secretary for the building principal. In addition, clerical assistance as follows:

0 - 500 students	-	1/2 clerk
501 - 850 students	-	1 clerk
851 - and above	- +	1/2 clerk

**b. Middle School:**

One full-time secretary for the building principal. In addition, clerical assistance as follows:

1	-	secretary to each assistant principal
1/2	-	general office clerk for 600 or more students
1	-	counseling clerk

ARTICLE VIII WORKING CONDITIONS (Continued)

C. Allocation of Clerical Personnel to Buildings (continued)

c. High School:

One full-time secretary for the building principal. In addition, clerical assistance as follows:

- 1 - bookkeeper
- 1 - secretary to each assistant principal
- 1 - counseling clerk (per 4 counselors)
- 1 - library clerk
- 1 - receptionist

For school openings and for new school openings, additional help will be provided on request and approval.

2. Co-op Students\*

Subject to their availability and the finances of the District, co-op clerical students may be assigned as follows on a half-day basis:

- Elementary - one co-op
- Middle School - two co-ops
- High School - three co-ops, plus others for special areas such as T & I Coordinator

The principal may, subject to the approval of her/his director, substitute other staff for co-op students based on the availability of personnel and the responsibilities involved, equating approximately one half-time adult to two half-day co-ops.

- \* Applicable only if the co-op program is fully restored. Should partial restoration be initiated, allocation of co-op students will be determined by the Board of Education.

ARTICLE IX SENIORITY

Section A - Probation

All new personnel shall serve a forty-five (45) consecutive work day probationary period. Any less than twelve (12) month employee hired near the end of the school year shall have her/his probationary period extended so as to fulfill the forty-five (45) day probationary period.

Probationary periods may be extended by mutual agreement between the Union and the School Board. 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.

**ARTICLE IX SENIORITY (Continued)**

**Section B - Date of Seniority and Seniority Lists**

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

The Union will designate in writing to the Personnel Office by May 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 the distribution to whomever the Union deems appropriate.

The Union will be provided with a list of all bids, transfers, promotions, letters of commendation, reprimands and discipline and/or all other changes of status of employees in the Bargaining Unit with the exception of bid forms. The Personnel Department shall note on the bid forms the name of the successful bidder for position and the bid forms shall be sent immediately to the designated Union representative.

**Section C - Loss of Seniority**

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

1. If the employee quits.
2. If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.
3. If the employee is absent for three (3) consecutive working days without notifying the employer and fails to give explanation for the absence and lack of notice which is satisfactory to the School Board.
4. If the employee fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
5. If the employee 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 explanation satisfactory to the School Board.
6. If the employee is on layoff for a period of two (2) years from date of layoff.
7. If an employee is on a disability leave for a period of ten (10) years.

ARTICLE IX SENIORITY (Continued)

Section D - Transfer and Promotions In/Out of the Bargaining Unit

1. An employee who transfers or who is promoted to a position under the employer not included in the Bargaining Unit shall have her/his accumulated seniority frozen as of the day s/he leaves the unit. The time spent out of the Bargaining Unit will not be counted toward seniority within the unit.
2. 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 base in determining salary placement and vacation.
3. Transfer To/From Exempt Clerical Position
  - a. Local 1815 employees moving into an exempt clerical position with the Warren Consolidated School District shall be granted full credit for years of service in determining placement on the salary schedule including vacation, fringe benefits and longevity payments.
  - b. Exempt clerical employees moving into a position with Local 1815 shall be granted full credit for years of service in determining placement on the salary schedule including vacation, fringe benefits and longevity payments.
  - c. Local 1815 employees moving into an exempt clerical position with the Warren Consolidated School District shall be placed at the bottom of the seniority list of the exempt clerical group.
  - d. Exempt clerical employees moving into an 1815 position shall be placed at the bottom of the Local 1815 seniority list.
  - e. Local 1815 employees moving into an exempt clerical position with the Warren Consolidated School District shall at her/his option during the trial period in the exempt secretarial group, return to her/his former position and location and pay rate without loss of status or seniority.
  - f. In case of a layoff in the exempt secretarial unit, an employee returning to Local 1815 shall have the right to exercise her/his Bargaining Unit seniority and bump the least senior employee in the same classification and division held prior to leaving the Bargaining Unit.

Section E - Protected Seniority

Preferential seniority against layoffs shall be granted to the President, Chief-Steward/Vice-President, Recording Secretary, Secretary-Treasurer, and the Stewards for elementary schools, secondary schools, teacher aides, central office, service center/bilingual staff, building and grounds control personnel, and caregivers providing they have the qualifications. Preferential seniority will be extended to a maximum of eleven (11) individuals.



ARTICLE IX SENIORITY (Continued)

**Section F - Temporary Assignment**

Employees normally assigned to specific locations may expect to continue such assignments except in instances where the School Administration determines that reassignments are required to fulfill the objective of overall efficiency of operations. An employee who is reassigned will suffer no loss of pay. The Union will be notified of such reassignments.

**Section G - Vacancies**

**1. Postings, Bidding and Testing**

a. Vacancies will be posted for a period of five (5) working days during which time any employee who desires the position may apply by bid. Each posting will set forth the position, including the work area, classification, location and number of hours to be worked and will define the qualifications required for the position. These qualifications shall relate to the specific position to be filled and if any unreasonable job qualification is listed for any job by the School Board, the Union shall have the right to protest through the grievance procedure.

b. Except for unusual circumstances posted positions will be filled within twenty-five (25) working days from the date the position is vacated or created.

In those cases where the employee is not placed within twenty-five (25) days from the date the position is vacated or created, the employee will be paid the wage for the new position unless it is a reduction in wages in which case the employee will suffer no loss in pay.

If a position is posted in advance of date vacated or created, the twenty-five (25) days will start from date of posting.

c. The Board will provide an opportunity for testing on a semi-annual basis. In addition to this, whenever an employee is the senior bidder for a position and s/he does not have the qualifications on record, then s/he may request and will receive testing.

See letter of intent dated July 1, 1986 (1).

**2. Filling Vacancies**

**a. Promotion**

1) Promotion is the change in jobs to one of a higher class and rate of pay.

2) Those bidders who are qualified and who have satisfactory work records shall be placed on the basis of seniority in the Bargaining Unit as specified in Section G., 1., a., above. The Personnel Department shall determine the qualifications of candidates.

**ARTICLE IX SENIORITY (Continued)**

**Section G - Vacancies (continued)**

**2. Filling Vacancies (continued)**

**b. Lateral Transfers**

- 1) Transfer shall be defined as the movement from one location or department to another with no change in pay or classification.
- 2) Satisfactory performance and qualification are requisite for all lateral transfers unless otherwise mutually agreed between the parties. Those bidders who thus are qualified will be transferred on the basis of seniority in the Bargaining Unit.
- 3) Lateral transfers shall be honored before promotion or demotion.
- 4) A transfer to a higher classification by an employee who had been reclassified downward during the reclassification study shall be considered a lateral transfer. This shall apply up to and including the employee's former classification.

**c. Demotion**

- 1) Acceptance of a position that carries a lower rate of pay constitutes a demotion.
- 2) Those employees who are qualified, have satisfactory work records and who bid for a position in a lower classification will be placed in such position on the basis of seniority in the Bargaining Unit.

**3. Trial Period Conditions**

- a. When an employee has been selected from bidding for promotion, transfer or voluntary demotion, said employee shall begin a twenty-five (25) work day trial period. In the event s/he is unable to perform the duties of the new job to her/his immediate supervisor's satisfaction, s/he shall be removed and returned to her/his former position and location. The vacancy shall then be filled by the next qualified candidate from the original posting. This trial period may be extended by the mutual consent of the Union and Board.
- b. During the trial period the employee may, at her/his option, return to her/his former position and location and pay rate without loss of status or seniority.
- c. An employee accepted from a posting who turns down the offer or who accepts a lateral transfer, or demotion, but by her/his own choice does not complete the trial period, cannot bid on additional postings for a period of one (1) month. Employees who are promoted are not eligible to bid for other positions until they have completed their trial period.

**ARTICLE IX SENIORITY (Continued)**

**Section H - Evaluation**

One written evaluation will be made by the employee's immediate supervisor at the end of the probationary period, at the end of the first year of employment, and every three (3) years thereafter. The current evaluation form shall serve as a guide for completing evaluations. Both the employee and the supervisor shall sign the evaluation. Signing of the evaluation by the employee does not necessarily denote agreement with the evaluation.

**Section I - Replacement Wages**

When a vacancy occurs and the senior qualified employee in the next lower classification in the building/department is required to fill the vacancy that employee will be paid the higher wage.

**ARTICLE X LAYOFF/REDUCTION IN HOURS/MONTHS**

- A. It is the intent of this procedure that no employee shall benefit through the layoff procedure.
- B. 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 and qualifications.
- C. In the event that it becomes necessary to reduce the number of employees through layoff from employment then substitute, temporary and probationary employees will be laid off first.
- D. For layoff purposes, regular permanent twelve (12) month employees, regular permanent less than twelve (12) month employees, teacher aides, vocational aides and bi-lingual aides, building and grounds control and caregivers shall be considered as seven (7) separate divisions. Reduction in staff may take place in any one (1) or all seven (7) divisions.
- E. The layoff or reduction in hours/months of Bargaining Unit employees may be done by division, classification, and position with the least senior employees in the affected positions being laid off first.
- F. An employee affected by layoff shall have the right to exercise seniority and bump the least senior employee within classification and division. No employee will be allowed to exercise a bump to replace another employee whose hours per day are greater than the affected employee. If there is no lateral bump possible, an employee affected by layoff may bump to a position in a lower classification within her/his division provided s/he meets the qualifications.

**ARTICLE X LAYOFF/REDUCTION IN HOURS/MONTHS (Continued)**

F. (continued)

An employee who was reduced in classification because of the reclassification study will have the right to exercise a bump up to and within the classification they were in before the reclassification. They must bump into the highest classification their seniority permits.

- G. In the event that a position is reduced in hours/months or fraction of hours/months, the affected employee shall have the right to bump as defined in this layoff procedure.
- H. The Board's contribution for insurance premiums, but excluding the earning of other benefits, for employees on layoff will continue for a period of ninety (90) calendar days from the date the layoff began.
- I. Employees will be given a two (2) week notice prior to layoff or reduction in hours or months except as defined in Section B of this Article.

**ARTICLE XI RECALL**

- A. Employees laid off through this procedure as stated in this Section shall be maintained on a recall list for a period not to exceed two (2) calendar years from date of layoff.
- B. Recall shall be in like order of the employee's seniority to openings as they occur with like or less months/hours within the position classification (or to a lower classification) and division.
- C. Those employees who have been adversely affected by an involuntary reduction in hours/months or transfer to a lower position and classification shall be placed by seniority in the first position available, in the same division and classification which will afford them the same number of hours/months worked prior to the reduction of the work force.

In case of layoff or reduction of hours/months, the affected employees shall have 24 hours to accept or decline offered positions.

If an employee refuses to revert to the classification and/or the same number of hours/months worked prior to the reduction of the work force, the position s/he holds will be considered her/his permanent position.

- D. A posting will not be made for a position and classification in the division from which an employee has been laid off or displaced until all laid off or displaced employees from that position, classification and division have been recalled.

**ARTICLE XI RECALL (Continued)**

- E. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Personnel Office or a direct phone call to the laid off employee and shall require that the employee report for work within three (3) work days after the date of phone call, delivery or proof of non-delivery.
- F. An employee recalled from layoff to a lower position and classification in her/his division will maintain her/his original position, classification and division as vacancies occur to which her/his seniority entitles her/him.
- G. Any employee who refuses to return to a position with comparable classification, hours/months and/or shift to the one from which the employee was laid off, will be an automatic resignation.

Any employee who refuses to return to work when recalled to a position non-comparable in classification, hours/months and/or shift from which the employee was laid off shall be placed at the bottom of the recall list.

It is understood that the Board will not have to hire new employees or promote other employees as long as there are qualified Union members on the recall list.

**SEE LETTER OF UNDERSTANDING** (86-L. of U. #1)

**ARTICLE XII GRIEVANCE PROCEDURE**

**Section A - Violation, Misinterpretation, Misapplication of Provisions**

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 B - Time Limits**

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.

**ARTICLE XIII GRIEVANCE PROCEDURE (Continued)**

**Section B - Time Limits** (continued)

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.

**Section C - Time Limits, Work Days**

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

**Section D - Initiation of Grievance**

Each grievance shall have to be initiated within ten (10) 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 ten (10) days after the Union or the aggrieved becomes aware of the cause for complaint. Settlement of grievance initiated more than ten (10) 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 her/his specific grievance. Should an employee attend a mutually scheduled grievance meeting during her/his regularly scheduled working hours, s/he 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 s/he had worked.

**Section E - Notification by Employee**

Any employee having a complaint under the terms of this Agreement has an obligation to notify her/his immediate supervisor of the problem, and s/he will also notify her/his 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 her/his supervisor to inform her/him of the fact s/he 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.

ARTICLE XII GRIEVANCE PROCEDURE (Continued)

Section E - Notification by Employee (continued)

Step 1 (continued)

Sufficient time will be allotted during working hours to provide for investigation and processing of the complaint.

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 ten (10) days after the aforementioned meeting. The appropriate supervisor of her/his representative shall thereupon have ten (10) days to respond to the grievance, in writing, setting forth her/his 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 her/his representative within ten (10) days of receipt of said written answer. Such appeal shall be directed to the appropriate Department Head in charge of the employee group which includes the grievant with a copy to the Office of Human Resources. 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 her/his representative, who may be accompanied by others involved, on the other hand.

The Department Head or her/his representative shall render a written answer on the subject to the Union within four (4) 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 Office of Human Resources within ten (10) days after receipt of the Department Head's or her/his representative's written position on the issue. A meeting on the subject shall then take place within ten (10) days after receipt of the Union's appeal notice by the Office of Human Resources. 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 representatives, on the other hand. The School Board's representative shall render a written decision on the dispute to the Union within ten (10) days after the occurrence of said meeting.

ARTICLE XII GRIEVANCE PROCEDURE (Continued)



**ARTICLE XII GRIEVANCE PROCEDURE (Continued)**

**Section E - Notification by Employee** (continued)

**Step 4** If the dispute still remains unresolved after completion of the foregoing procedure and on the basis of the answer received from the Human Resources Department, the Union may submit the grievance within forty-five (45) days to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If necessary, an extension of up to an additional fifteen (15) days shall be granted to the Union upon written request.

**Section F - Arbitrator's Authority**

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 s/he has a right to grant a monetary award.

**Section G - Cost of Arbitration**

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.

**Section H - 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 representative's 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 XIII COMPENSATION**

**Section A - Salary Conditions**

1. The schedules of wages and classifications of employees covered by this Agreement shall be set forth in Schedule A-1, A-2, A-3 and B, which are attached to and incorporated in this Agreement.
2. Employees will be paid for all authorized time spent in the service of the employer.
3. Employees shall be responsible for keeping an accurate and true record of all time worked, which shall be submitted to the supervisor for endorsement for pay purposes.
4. Employees assigned to the second shift shall receive a fifteen cent (.15) shift differential in addition to their regular rate and employees assigned to the third shift shall receive a twenty cent (.20) shift differential in addition to their regular rate.



**ARTICLE XIII COMPENSATION (Continued)**

**Section A - Salary Conditions** (continued)

5. Current employees of the School District who would have received a reduction in their base rate based upon the reclassification study, shall not be reduced as long as they remain in their current position as listed in Schedule B. When the positions of such employees are vacated, persons filling such positions shall be paid at the appropriate classification rate as set forth in the new Schedules A-1 and A-2, and A-3.

**Section B - Payroll Deductions**

It is the responsibility of the employee to certify in writing any deduction on the appropriate Payroll Department form for those deductions listed below:

1. U.S. Bonds
2. Union Dues
3. United Foundation
4. Insurance
5. Credit Union
6. Tax Deferred Annuities

**Section C - Board Paid Retirement**

The Board will pay the employee's five percent (5%) contributions on wages earned and paid to the Michigan Public School Employees' Retirement Fund in accordance with Act 244, P.A. 1974 of the Laws of Michigan.

**ARTICLE XIV COMPENSABLE LEAVE**

**Section A - Definition**

Paid for leave time will be provided in order to protect the employee's income during periods of unavoidable absence. The Board's primary concern is for periods of personal illness; however, in appropriate circumstances compensable days for family illness, bereavement, emergencies and personal business constitute legitimate usage.

**Section B - Accumulation**

Each employee shall be entitled to a sick leave accumulation at the rate of one day per month of employment and one additional day per year to be posted on her/his anniversary date. This sick leave accumulation shall be placed at the disposal of each employee on July 1st of each year. Unused sick leave left over at the end of the school year shall be accumulated to a maximum of two hundred (200) days for less than twelve (12) month employees and two hundred-sixty (260) days for twelve (12) month employees.

ARTICLE XIV COMPENSABLE LEAVE (Continued)

**Section C - Cash Surrender**

Upon the death of an employee, her/his retirement under the Michigan School Employees' Retirement Act, Social Security or severance after ten (10) years of service, the accumulated sick leave to her/his credit shall have a cash surrender value of fifty percent (50%) of her/his current salary rate.

**Section D - Use of Leave Days**

Sick leave may be used, in accordance with the schedule specified herein for personal or family illness, bereavement, emergencies and personal business. For all absences the employee is required to notify the School Administration upon first knowledge of the necessity for the absence. It is agreed that the use of leave days will be strictly confined to the legitimate purposes specified in the schedule which follows immediately:

1. **Personal Illness:** Bonafide physical incapacity to report for and discharge duties to the extent of unused days credited. It is understood that an employee may be required to provide a physician's certificate in cases of illness. In all cases a physician's statement will be required if the absence lasts five (5) consecutive work days or more.
2. **Family Illness:** Bonafide pressing need due to illness of an employee's spouse, children or parents.
3. **Bereavement:** The amount of days which may be approved will depend upon the circumstances and/or travel involved. Leave, when required, may be granted.  
  
Leave for three (3) days in town and five (5) days out of town will be granted in the event of the death of an employee's immediate family, i.e., employee's spouse, children, parents, spouse's parents, siblings and grandparents. These days will not be deducted from the employee's leave bank.
4. **Personal Business:** Up to four (4) days per year from the annual allotment may be allowed for personal business. Personal business, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate supervisor.

In the event that the service of an employee is interrupted by reason of discharge, termination, suspension, or leave and said employee has utilized more sick leave days than have been accumulated on the monthly basis, then the value of the excess paid-for leave days shall be deducted from the last paycheck due the employee at the time of interruption.

**Section E - Workers' Compensation**

Workers' Compensation shall be provided as specified by law. In addition, the Board will pay the difference between the amount paid by the Workers' Compensation Insurance and the employee's regular salary, on a straight-time basis, and will charge her/his 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 Workers' Compensation disability, s/he will be reinstated to the classification and location held prior to her/his injury provided:

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

Should s/he be unable to return to work within the one (1) year period, then upon the release of her/his physician, s/he shall be placed for immediate assignment in the first position for which s/he is qualified and which is commensurate with that which would be held had the leave not intervened.

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

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

**Section F - Jury Duty**

An employee who is absent because s/he is performing jury duty shall be paid the difference, if any, between her/his regular salary and the remuneration s/he receives as a juror, for a period not to exceed thirty (30) calendar days in any year. It is incumbent on the employee to present to the School Administration the statement of her/his jury earnings for that thirty (30) day period.

**Section G - Union Convention Attendance**

Compensable leave for a maximum of three (3) individuals will be granted for a maximum of five (5) days per person for the purpose of attending the International Union Convention in the convention year.

**ARTICLE XV HOLIDAYS**

**Section A - Holidays**

The following days shall be celebrated as paid holidays:

Good Friday	Friday before Labor Day
Easter Monday	(September 1, 1989 only)
The four (4) days following Easter	Labor Day
Monday (less than 12 month employees only)*	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Day before Independence day (July 3, 1989 only)	Day before Christmas
Independence Day	Weekdays between Christmas and New Year's Day, inclusive of Christmas and New Year's Day

Mid-Winter Break as per teacher's schedule  
(Less than 12 month employees only)

Caregivers will receive the following holidays:

Effective July 1, 1996 = Christmas Day  
Effective July 1, 1997 = Christmas Day  
Thanksgiving Day  
Effective July 1, 1998 = Christmas Day  
Thanksgiving Day  
New Year's Day

- \*If the above paid holidays become student school days, the employee may:
1. Take compensable days with the approval of the Director of Personnel, which approval shall not be unreasonably withheld.
  2. Receive payment in lieu of compensable days.

**Section B - Holiday Definition**

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.

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

**Section C - Holiday Pay**

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 personal illness or who is on approved compensable leave, or approved vacation, shall have these days counted as days worked.

During holiday recess periods such as Christmas and Easter, employees will be assigned to their regular locations. Should there be no other District employee working in that facility, the employee will be reassigned to another location.

**ARTICLE XV HOLIDAYS (Continued)**

**Section C - Holiday Pay (continued)**

Those employees who wish to take a non-compensable leave during the recess period must complete the required form and have it in the Personnel Office two (2) weeks prior to the date the leave is to start. Those employees taking non-compensable leave must work the last regularly scheduled day before and the first scheduled work day after the holiday recess in order to qualify for holiday pay.

All aides and guards will be permitted the use of their personal business days during the Christmas recess in addition to the holidays scheduled, (the days when teachers are not working and are not covered by the paid holidays listed in the contract.)

However, the decision to utilize these days must be reported to Personnel by a specific date (to be determined at a later date) or the employee will be docked for the days in question.

**Section D - Holiday Pay Date**

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

**ARTICLE XVI VACATIONS**

Vacations will be granted to regular twelve (12) month employees. 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.

**Section A - Vacation Earning**

1. An employee will be entitled to five (5) days vacation upon completion of the first year of service. However, during the first year such an employee will be allowed to take vacation time after July 1, based upon the pro-rated vacation earned by computing the time from the original hiring date and the following July 1.
2. An employee will be entitled to ten (10) days vacation upon completion of two (2) years of service. However, during the second year such an employee will be entitled to the first five (5) days earned from the previous year plus the prorated time from the original hiring date and the following July 1.
3. An employee will be entitled to fifteen (15) days vacation upon completion of five (5) years of service. However, during the fifth (5th) year such an employee will be entitled to the first ten (10) days earned from the previous year plus the pro-rated time from the original hiring date and the following July 1.

**ARTICLE XVI VACATIONS (Continued)**

**Section A - Vacation Earning (continued)**

4. Additional days vacation will be earned for each year of service as specified below:
- |   |   |                    |
|---|---|--------------------|
| Eight (8) years                               | = | Sixteen (16) days  |
| Eleven (11) years                             | = | Eighteen (18) days |
| Thirteen (13) years to<br>Nineteen (19) years | = | Twenty (20) days   |
5. 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 pro-rated portion of the fifth (5th) week in accordance with the formula set forth above in Section A-1.
6. An employee who is laid off or retired will receive any unused vacation credit. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from her/his vacation for the following year.
7. An employee who terminates her/his employment with proper notice (two weeks) and in good standing, will receive a proration of her/his earned vacation pay.

**Section B - Vacation Conditions**

1. Employees shall not be entitled to take any pro-rated vacation until they have completed their probationary period.
2. When a contract holiday falls within an employee's vacation period, said employee shall not be charged a vacation day for the holiday.
3. During non-compensable leaves other than sick leaves of absence up to one (1) year employees will not accumulate vacation credits.
4. An employee will be paid earned vacation monies in advance provided the request is made two (2) weeks prior to the vacation period.

**ARTICLE XVII INSURANCE COVERAGES**

The insurance plans adopted by the Board of Education cover hospital-medical, weekly accident and sickness, group life, accidental death and dismemberment, survivor monthly income benefits, optical, dental, and long-term disability.

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:

Section A - Blue Cross-Blue Shield/HMO

1. BLUE CROSS-BLUE SHIELD, SEMI-PRIVATE, MVF-1 with MASTER MEDICAL AND RIDERS "ML, D45NM" and \$5.00 DEDUCTIBLE PREFERRED RX PRESCRIPTION RIDER, and HUMAN ORGAN TRANSPLANT RIDER

**Full Time**

(either 10 month or 12 month employees working 6 or more hours per day, 30 hours per week.)	Single Subscriber	Entire Amount
	Employee & Spouse	Entire Amount
	Employee & Family	Entire Amount

**Part Time**

(employees working 3 to 6 hours per day, 15 hours per week.)	Single Subscriber	1/2 Entire Amount
	Employee & Spouse	1/2 Entire Amount
	Employee & Family	1/2 Entire Amount

2. Incentive Program

A \$85/month stipend will be provided by the Board to each full time (6-8 hour) Bargaining Unit member who does not carry health insurance. This option amount shall be \$15.00 for part-time members. This provision is subject to Federal tax law amendments.

3. 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 her/his 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 retiree'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 the 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 January 1, 1980.

ARTICLE XVII INSURANCE COVERAGES (Continued)

Section A - Blue Cross-Blue Shield (continued)

3. 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 her/his own contribution to the state retirement system health care plan for a single subscriber or self and spouse coverage, whichever is appropriate. The Board's reimbursement for spouse will be to a maximum of \$100/month until the spouse's age 65 and \$50/month after spouse's age 65. However, if the employee's spouse has other group health care protection, then the District will not reimburse the employee for her/his cost to participate in the state retirement system plan. It will be incumbent upon the employee to sign a statement certifying to this provision.

4. Additional Benefits

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.

Section B - Group Benefits

The following provisions reflect the coverage for Weekly Accident and Sickness Benefits, Group Life, Accidental Death and Dismemberment Benefits and Survivor Monthly Income Benefits.

1. Bi-Weekly Accident and Sickness Benefits premiums shall be paid for all employees on a 12-month basis. Every attempt will be made to insure that there is no interruption of compensation provided the employee processes a legitimate claim in a timely fashion.

- a. Employees working a minimum of three (3) hours per day, fifteen (15) hours per week, will be insured as follows:

Benefits will be payable:

- 1) From the first day of an accident
- 2) From the first day of hospital confinement
- 3) From the eighth day of sickness
- 4) For a maximum duration of twenty-six (26) weeks.

- b. These benefits will be payable at the rate of sixty percent (60%) of base\* with maximum to cover salary increases through the three years of the contract. No retroactive payments will be made as a result of the increase in the weekly maximum or increases in Schedule A wages. The payment of those benefits will be handled directly by the Personnel Department upon submission of the properly executed claim forms.

\*Base means Schedule A rate plus longevity, plus shift differential if applicable.



**ARTICLE XVII INSURANCE COVERAGES (Continued)**

**Section B - Group Benefits (continued)**

- c. The disabled employee may elect to take one (1) of the three (3) following options with regard to disability benefits:
- 1) S/he may draw salary from her/his sick leave bank reserves until s/he is eligible for Accident and Sickness Benefits.
  - 2) S/he may totally deplete her/his sick leave reserves before starting her/his disability benefits.
  - 3) S/he may draw from her/his sick leave reserves the difference between the amount received under her/his Accident and Sickness Benefit and her/his regular salary with accumulated sick leave days being deducted on the same ratio.
- d. The Weekly Accident and Sickness Benefits will not be available for employees who are not scheduled to work as in the case of summer recess when there are no wages involved. However, an employee scheduled to return to work who is disabled and not able to return will be eligible for Weekly Accident and Sickness. Claims which occur prior to the end of the school year will be carried to the extent of the contract benefits.
2. Group Life, Accidental Death & Dismemberment, and Survivor Monthly Income Benefit:

These coverages will be provided on a twenty-four (24) hour basis, both on and off the job, including summer vacation. Each employee will be provided total coverage in the amount of two (2) times the annual Schedule A wages exclusive of overtime pay. Employees who retire under the Michigan Public Schools Employees' Retirement Act will have \$2,000 of group life continued on her/his life (Accidental Means Death and Dismemberment will be discontinued) at no cost to the employee.

In the event that the WCS Board of Education negotiates or unilaterally grants a retirement incentive for any organized employee group, all eligible members of the Local 1815 Bargaining Unit will be entitled to any and all of the benefits negotiated or granted effective immediately.

**Section C - Optical Insurance**

The School Board will provide family optical insurance for each bargaining unit member. The schedule of benefits for each member shall be no less than those as defined on pages 7 and 8 of the Warren Consolidated Local 1815 Group Insurance Plan Description and Certificate booklet as revised January, 1984.

Specifically, page seven (7) defines benefits for full time (6-8 hours per day) employees and page eight (8) defines benefits for part time (min. three (3) hours per day) employees.

**ARTICLE XVII INSURANCE COVERAGES (Continued)**

**Section D - Dental Insurance**

The School Board will provide a Family 75-75-75 Dental Insurance with an orthodontic rider to a maximum of \$1,500 (life time) for each 6-8 hour employee.

**Section E - Long-Term Disability Benefit**

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 sixty percent (60%) of salary at time of disability, to maximum benefit of \$1,350 per month, shall commence after six (6) months of total disability for a maximum period of ten (10) years or age 70, which occurs first.

The employee may utilize unused sick leave to the extent of realizing seventy percent (70%) of her/his salary at the 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.

**Section F**

It is recognized by the Board of Education and the Union that insurance policies contain standard exclusions and limitations. It is, therefore, expressly understood that the provisions of the insurance policies shall prevail.

Policies will be furnished to the Union upon contract ratification...if not available, the Board will request same in writing with copy to the Union.

**Section G**

Liability coverage and protection shall be the same as that for Board of Education Members.

**ARTICLE XVIII NON-COMPENSABLE LEAVE**

Leaves without pay will be granted in accordance with the specified provisions for each type of leave as hereinafter provided: Military service, physical incapacity (including maternity), family care, personal business, and for the purpose of Union representation. All leaves shall be for a definite period and with a specific termination date. Except for physical incapacity (including maternity) and military service, no leaves shall exceed one (1) year, unless provided for elsewhere in the contract. Employees granted non-compensable leaves shall be required to report for duty upon the expiration of said leave or employment status will be terminated.

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

**Section A - Military**

Leaves for military service and return to work from military leave shall be governed by the appropriate statutes.

**Section B - Physical Incapacity (Including Maternity)**

Employees who are placed on a physical incapacity leave shall, upon the effective date of a physician's release, be placed back to the position and building they had occupied before the leave occurred. This provision will prevail for a period of not more than six (6) months; after six (6) months, the employee will exercise her/his seniority to bump the least senior employee in the position and classification which s/he held at the time the physical incapacity leave was initiated.

**Section C - Family Care Leave**

Leaves for family care shall be granted for a period not to exceed one (1) calendar year; however, leave may be extended for one (1) additional year with the approval of the Superintendent.

Employees who have been granted a family care leave and return within sixty (60) days, shall be placed back to their position and building they had before the leave occurred. Employees who are on approved family care leave in excess of sixty (60) days will exercise her/his seniority to bump the least senior employee in the position and classification which s/he held at the time the family care leave was initiated. After one (1) year the employee shall assume the first vacant position for which s/he is qualified. The Family and Medical Leave Act benefits shall run concurrent with the family care leave benefit.

**Section D - Personal Business**

Leaves for personal business shall be granted for a period not to exceed one (1) calendar year.

Employees who have been granted a personal leave and return to work within sixty (60) calendar days, shall be placed back to their position and building they had before the leave occurred. Employees who are on approved personal business leave in excess of sixty (60) calendar days and return prior to six (6) months, will exercise her/his seniority to bump the least senior employee in the position and classification which s/he held at the time the personal business leave was initiated. After six (6) months the employee shall assume the first vacant position for which s/he is qualified.

Personal leaves shall not be granted to individuals for the purpose of accepting compensable employment elsewhere during the time frame that the employee is normally scheduled to work.

Section E - Union Representation

1. Upon prior approval, leave for a maximum of thirty (30) days per year may be granted to Union members for the purpose of attending Union conventions or conferences. Employees shall suffer no loss of pay, however, the Board shall be reimbursed by the Union.
2. Leaves for the period of one (1) year shall be granted employees for the purpose of holding full-time elective or appointed office with the Union representing this Bargaining Unit. This leave may be renewed three (3) times.
3. 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.
4. Upon termination of the leave the employee shall return to the position s/he held before the leave occurred. However, if such position is not available, s/he will exercise her/his seniority and remove the least senior employee holding such a position.

Section F - Leave Benefits

1. The Board's contribution for insurance and other fringe benefits, including the earnings of holidays, vacation days, and leave days, for employees on physical incapacity leave (including maternity), long-term disability and workers' compensation, will continue for a period of one (1) year from the date the leave began.
2. The Board's contribution for insurance benefits, but excluding the earning of other benefits for employees on family care leave will continue for a period of sixty (60) days from the date the leave began. In the event the employee qualifies for a family care leave pursuant to the Family Medical Leave Act (FMLA), health care coverage will be maintained by the Board as defined by FMLA.
3. The Board's contribution for insurance benefits, but excluding the earning of other benefits, for employees on personal business leave will continue until the end of the last month in which the employee worked and one (1) additional month.
4. The Board's contribution for fringe benefits for those employees on a Union representation leave shall be terminated at the end of the last month in which the employee worked.

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

**Section F - Leave Benefits (continued)**

5. For placement on the salary schedule, employees on a physical incapacity (including maternity) leave shall receive full credit for leave time up to one (1) year. Those employees on family care leave shall receive credit for leave up to sixty (60) days. Employees on all other non-compensable leaves, except for those on leave for Union representation and military service, shall receive credit for leave time up to sixty (60) days. Those employees on military leave shall receive credit as provided for in the appropriate statutes. Employees on leave for Union representation shall receive no credit for leave time.
6. Those employees who are placed on non-compensable leave of absence other than for military service will have the option to continue Blue Cross-Blue Shield coverage at the group rate for a period of one (1) year, by paying monthly premiums directly to Warren Consolidated Schools.

**ARTICLE XIX MISCELLANEOUS**

**Section A - Financial Information**

The School Administration agrees to furnish the Union, upon reasonable request, the Board financial reports necessary and pertinent to the purpose of collective bargaining.

**Section B - Tuberculin Test**

The Board will require, as a condition of continuing employment, that each member of the Bargaining Unit present a physician's current statement or a copy of a recent health department report declaring that her/his lungs are free from tuberculosis to the Personnel Department once every three (3) years. For the purpose of satisfying the requirements of this clause, the Board will, on specified dates, provide the tuberculin skin test at specified locations within the District.

The Board will provide a chest x-ray to those employees who have positive tuberculin tests; however, it will be incumbent upon the employee to prove that an x-ray is required. The Board shall determine the location where x-rays will be taken. Any employee preferring an x-ray to a skin test may do so at her/his own expense.

**Section C - Challenge of Physician's Report**

As stated in Article XIV, Section E, "Workers' Compensation shall be provided as specified by law;" therefore, if a dispute arises wherein the employee disagrees with a physician's report, s/he shall exercise all of her/his rights available to her/him under the Michigan Workers' Compensation Law.

**ARTICLE XIX MISCELLANEOUS (Continued)**

**Section C - Challenge of Physician's Report (continued)**

In the event a report of an employee's attending or examining physician is challenged by the School Board or if the Union challenges the report of the School Board doctor's examination, then the procedure shown below shall be followed:

1. 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.
2. If the reports of the two examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the differences.
3. 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 School Board and Union by an appropriate specialist in the area of controversy by a physician, or at a medical facility, mutually agreeable to all parties. If this provision is invoked a letter signed by both the Union and Administration will be sent to the physician, or medical facility, explaining the need for a third party examination.

**Section D - Staff Facilities**

The School Board policy will be to provide adequate parking and lavatory facilities apart from student facilities and a place away from the work area for lunch and coffee breaks.

**Section E - Bargaining Unit Work**

Supervisory employees or other employees shall not perform routine work normally and regularly performed by members of the Bargaining Unit except to an incidental extent or for purposes of instruction or to assist in emergencies.

**Section F - New, Additional and Revised Positions**

The School Board will have the right to establish new positions and revise existing positions in the Bargaining Unit as may be required. Administration shall notify the Union upon the creation or revision of positions.

A classification committee composed of not more than three (3) Union members and three (3) members from Administration will meet to determine the classification and/or negotiate wage rates for any new position in the bargaining unit.

The classification committee will meet to confer regarding a possible reclassification when job descriptions are substantially revised. Decisions will be made by consensus.

Section G - Job Posting

The School Board will provide all Union members with notices of postings including exempt positions. Summer postings will be provided to all buildings in operation and announced on the summer job posting Hot Line.

Section H - Inclement Weather, Other Conditions

On any day when school sessions are scheduled but that schedule is cancelled by the Superintendent due to weather or other conditions and this official closing is announced on Radio Station WJR, then the following provisions for employees' pay will prevail:

1. If the announcement states that schools are closed, employees are not to report, employees will receive full pay for their normal day's work. If an employee is customarily scheduled to work four (4) hours, the employee would be paid for four (4) hours.
2. If the announcement states that school(s) are closed and employee(s) are to report, then employee(s) must report. If an employee(s) is unable to report, s/he shall be paid for such absence provided s/he has unused compensable days available against which her/his absence can be charged.

An exception to the above is a day when it is determined too cold for students to report to school, but the District announcement states that teachers and clerical personnel are to report for work. In such a circumstance bargaining unit personnel will report to work and be paid only regular wages. If an employee(s) is unable to report to work s/he may use leave days, if available, pursuant to provision two (2.), Paragraph one.

3. Should an employee(s) be called into work on a day when schools are closed and employee(s) are not to report the employee(s) will receive full pay for his/her normal day's work pursuant to provision one (1.), plus an additional time and one half (1 & 1/2) for all hours actually worked on that day(s).

By way of example, an employee called into work on a day schools are closed and employees are not to report, would be paid for his/her customary work day pursuant to provision one (1.) - as are all employees - plus an additional time and one half for all hours actually worked. If the employee was a regularly scheduled eight (8) hour employee and was called into work for four (4) hours - the employee would be paid (8) hours as would all employees who did not work - and time and one-half (1 1/2) for the four (4) hours actually worked by the employee called into work.



Section H - Inclement Weather, Other Conditions (continued)

4. When conditions demand that a building be evacuated, Union personnel shall also be evacuated. When conditions demand that students and staff be dismissed, employees shall also be dismissed with no loss of pay.

When conditions demand that students and staff be dismissed District-wide, employees in Central Office and the Service Centers will also be dismissed without loss of pay.

Section I - Substitutes

1. Substitutes may be used for peak load and vacation relief help. When the School Board employs peak load help in excess of forty-five (45) consecutive work days, or ninety (90) days in total during a school year (July 1 to June 30), said employees will be required to comply with Article II of this Agreement.
2. Substitutes replacing employees on approved leave will not require compliance with Article II of this Agreement.

Section J - Union Activity

The Union shall have access to the inter-school mailing system and, at locations where more than one (1) employee is assigned, space will be provided for posting of notices of Union meetings, elections and personal notices such as announcements of deaths and births.

It is mutually understood and agreed that Union activity on the school premises during the employees' working hours shall be prohibited except those activities pertinent to the grievance procedure and negotiations.

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 and without incurring additional cost to the School District. Union use of school business equipment 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.



**ARTICLE XX DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 1996 and shall continue in full force and effect until June 30, 1999. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change this Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to June 30, 1999. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely reopening, 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 reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until June 30, 2000, which extension shall be subject to the reopening and extension provisions set forth herein.

SCHEDULE A-1 (3%) Effective July 1, 1996 - June 30, 1997

CLASS	START	1	2	3	4	5
I	11.47	11.86	12.39	12.81	13.29	13.80
II	11.72	12.23	12.69	13.11	13.60	14.14
III	12.05	12.45	13.02	13.46	14.00	14.42
IV	12.39	12.81	13.29	13.80	14.23	14.74
V	12.81	13.29	13.80	14.23	14.74	15.29
VI	13.29	13.80	14.23	14.74	15.29	15.71
VII	13.60	14.15	14.58	15.05	15.51	16.00
VIII	13.96	14.47	14.96	15.43	15.88	16.37
IX	14.87	15.36	15.85	16.34	16.77	17.26
XX*	8.18	8.43				

Step raises are given on anniversary dates of hire unless qualified in Article XVIII, Section F of Non-Compensable Leaves.

Probationary employees are placed one class lower than job posting and advance to regular classification rate upon completion of the probationary period. Classification I probationers start at \$.10 per hour less than the designated start rate.

Employees who complete seven (7) years shall receive an additional \$.20 per hour.

Employees who complete ten (10) years shall receive an additional \$.25 per hour.

Employees who complete fifteen (15) years shall receive an additional \$.18 per hour.

Employees assigned to second shift shall receive a fifteen cent (.15) shift differential in addition to their regular rate and employees assigned to the third shift shall receive a twenty cent (.20) shift differential in addition to their regular rate.

Vocational Aides, formerly classified as Level VIII prior to January 1, 1980:

18.11	18.53	18.99	19.44	19.92	20.34
-------	-------	-------	-------	-------	-------

\*CLASS XX

Caregivers employed on or before the ratification date of this contract shall receive the Step 1 rate retroactive to July 1, 1996 or the date of hire, whichever is later.

SCHEDULE A-2 (3%) Effective July 1, 1997 - June 30, 1998

CLASS	START	1	2	3	4	5
I	11.47	12.22	12.76	13.19	13.69	14.21
II	11.72	12.60	13.07	13.50	14.01	14.56
III	12.05	12.82	13.41	13.86	14.42	14.85
IV	12.39	13.19	13.69	14.21	14.66	15.18
V	12.81	13.69	14.21	14.66	15.18	15.75
VI	13.29	14.21	14.66	15.18	15.75	16.18
VII	13.60	14.57	15.02	15.50	15.98	16.48
VIII	13.96	14.90	15.41	15.89	16.36	16.86
IX	14.87	15.82	16.33	16.83	17.27	17.78
XX*	8.18	8.43	8.68			

Step raises are given on anniversary dates of hire unless qualified in Article XVIII, Section F of Non-Compensable Leaves.

Probationary employees are placed one class lower than job posting and advance to regular classification rate upon completion of the probationary period. Classification I probationers start at \$.10 per hour less than the designated start rate.

Employees who complete seven (7) years shall receive an additional \$.28 per hour.

Employees who complete ten (10) years shall receive an additional \$.35 per hour.

Employees who complete fifteen (15) years shall receive an additional \$.20 per hour.

Employees assigned to second shift shall receive a fifteen cent (.15) shift differential in addition to their regular rate and employees assigned to the third shift shall receive a twenty cent (.20) shift differential in addition to their regular rate.

Vocational Aides, formerly classified as Level VIII prior to January 1, 1980:

18.11	19.09	19.56	20.02	20.52	20.95
-------	-------	-------	-------	-------	-------

\*CLASS XX

Caregivers employed on or before the ratification date of this contract shall receive the Step 2 rate effective July 1, 1997. Caregivers employed after the date of ratification shall receive step raises on the anniversary date of hire unless qualified in Article XVIII, Section F - paragraph 5. of non-compensable leaves.

SCHEDULE A-3 (2½) Effective July 1, 1998 - June 30, 1999

CLASS	START	1	2	3	4	5
I	11.47	12.46	13.02	13.45	13.96	14.49
II	11.72	12.85	13.33	13.77	14.29	14.85
III	12.05	13.08	13.68	14.14	14.71	15.15
IV	12.39	13.45	13.96	14.49	14.95	15.48
V	12.81	13.96	14.49	14.95	15.48	16.07
VI	13.29	14.49	14.95	15.48	16.07	16.50
VII	13.60	14.86	15.32	15.81	16.30	16.81
VIII	13.96	15.20	15.72	16.21	16.69	17.20
IX	14.87	16.14	16.66	17.17	17.62	18.14
XX*	8.18	8.43	8.68	8.85		

Step raises are given on anniversary dates of hire unless qualified in Article XVIII, Section F of Non-Compensable Leaves.

Probationary employees are placed one class lower than job posting and advance to regular classification rate upon completion of the probationary period. Classification I probationers start at \$.10 per hour less than the designated start rate.

Employees who complete seven (7) years shall receive an additional \$.30 per hour.

Employees who complete ten (10) years shall receive an additional \$.35 per hour.

Employees who complete fifteen (15) years shall receive an additional \$.25 per hour.

Employees assigned to second shift shall receive a fifteen cent (.15) shift differential in addition to their regular rate and employees assigned to the third shift shall receive a twenty cent (.20) shift differential in addition to their regular rate.

Vocational Aides, formerly classified as Level VIII prior to January 1, 1980:

18.11	19.47	19.95	20.42	20.93	21.37
-------	-------	-------	-------	-------	-------

\*CLASS XX

Caregivers employed on or before the ratification date of this contract shall receive the Step 3 rate effective July 1, 1998. Caregivers employed after the date of ratification shall receive step raises on the anniversary date of hire unless qualified in Article XVIII, Section F - paragraph 5. of non-compensable leaves.

**SCHEDULE B - Job Classifications**

- XX Caregivers, Career Prep Center Nursery School Aide\*.
- I. Assistant Clerk, School Media Clerk, Central A-V Media Clerk.
- II. Chapter I Aides, Central Office Clerk, Overload Teacher Aide, Payroll Clerk II, Personnel Receptionist, Locker Room Attendant, Science Stockroom Clerk.
- III. Switchboard Operator, Microfilm Records Clerk, School Office Clerk, Cafeteria Accounts Payable Clerk, Personnel Clerk, Building and Grounds Control Personnel, Textbook Clerk.
- IV. Cafeteria Office Clerk, Special Education Teacher Aide, Vocational Education Paraprofessional, Bi-lingual Aide, Locker Room Aide/Clerk, Dispatcher Clerk, Purchasing Clerk, Personnel Clerk/Switchboard, Counselling Clerk.
- V. Secretary to Community Education Coordinator, Stenographer/Secretary, Secretary to Placement Administrator, Secretary to Assistant Principal, Employee Benefits Clerk, Payroll Clerk I, School Bookkeeper, Support Service Technician, Senior Switchboard Operator, Community Education Office Clerk, Accounts Clerk, Central Office Clerk/Energy Monitor, Personnel Attendance Clerk, Senior Media Clerk.
- VI. Health Aide
- VII. Elementary Secretary, Senior High Secretary, Middle School Secretary, Central Office Secretary, Child Accounting Coordinator, Personnel Salary coordinator, Personnel Attendance/Salary Clerk, Secretary to Health, Physical Education and Athletics.
- VIII. Secretaries to Exempt Administrators, Accounting Coordinator, Banking and Investment Coordinator, Employee Benefits Secretary/Coordinator, Information Services Support Secretary/Coordinator, Payroll Coordinator, Right to Know Implementor.
- IX. Secretary to Assistant Superintendent, Elementary Education/Student Services and Assistant Superintendent, Secondary and Vocational Education.

\* CLASSIFICATION NOTED FOR PAY PURPOSES ONLY.

Requests for classification changes will be submitted to the Personnel Office and the Personnel Office review will include the Union President, Vice-President and appropriate Steward(s).

APPENDIX I

In-service for Bargaining Unit members will be provided each year in the minimum amount of one full day or two half days. In-Service will be planned by a committee of Bargaining Unit members and administrators.

APPENDIX II

EDUCATION/TUITION

Bargaining unit members may be provided training related to job responsibilities if the employee's supervisor deems it beneficial and provides approval. The cost of the class will be borne by the District, however employees shall not be compensated for training conducted beyond normal scheduled work hours. Enrollment in such training is voluntary and is intended to be enriching in nature.

## TENTATIVE AGREEMENT

The following itemized tentative agreement is for the Latchkey Caregiver Members (herein after referred to as Caregivers) of AFSCME Local 1815.

All terms and conditions of the current Master Agreement shall prevail except as noted below:

ART. I - Recognition

ADD: The caregivers shall be accreted to this agreement.

ART. VI - Representation

- c. The School Board agrees to recognize a Bargaining Committee, consisting of nine (9) members, which shall be composed of a cross section that will fully represent all personnel, and others deemed necessary by the Union. The Union may include a professional representative as a member of the Committee.

ART. VII - Hours of Employment

- b. Less than full-time employees will be provided reasonable lunch time in accordance with their work schedule.
- c. Less than full-time employees will be provided reasonable relief time in accordance with their work schedule.
- e. Add: Caregivers - same schedule as students  
Summer leader - summer school schedule  
(See Article VII, E. of Current Contract)
- k. Omitted

ART. VIII - Working Conditions

- A.
  - 5. Bargaining Unit employees, except for caregivers and teacher aides, shall not be required to monitor pupils prior to, during or following school.



ART. IX - SENIORITY

The caregivers shall have on-site seniority, i.e., an opening shall be filled from within the building first. If not filled, the vacant position shall then be posted to all Caregivers, following the procedure outlined in the Master Agreement.

The District seniority of the Caregivers shall commence with their initial date of hire with the District.

The seniority date of the Caregivers for the purpose of bumping and bidding within their group only shall commence with their initial date of hire with the District, effective immediately.

The seniority date for bumping and bidding within the bargaining unit shall be one-half of each employee's total years of service as a Caregiver with the District, effective immediately.

- E. Amend ten (10) to eleven (11). (Current Contract)

ART. X - Layoff/Reduction in hours/months

- D. Amend five (5) separate divisions to six (6). (Current Contract)

ART. XIII - Compensation (Current Schedule A)

A - Salary Conditions

1. Wage increases for the caregivers for 1990-91 shall be nine (9) percent, retroactive to July 1, 1990. Wages for the 1991-92 school year shall be increased 6.8%.

Summer child care leader shall receive a premium of twenty-five (25 cents) per hour.

ART. XIV - Compensable Leave

- B. Each employee shall be entitled to a balance of three (3) sick days at the commencement of each school year plus carryover of any unused days from the previous year.

\* ART. XV - Holidays (See ARTICLE XV of Current Master Contract)

Caregivers exempted.

ART. XVI - Vacations

Caregivers exempted.

ART. XVII - Insurance Premiums

Caregivers exempted except for Section G.

ART. XVIII - Non-Compensable Leave

F. Exempted except #5.

The Board serves notice of intent to close the Latchkey Caregiver program in the event that revenues are not matching expenses.

THE WARREN CONSOLIDATED SCHOOL DISTRICT

THE AMERICAN FEDERATION OF STATE COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO LOCAL 1815 & COUNCIL #25

By: The School Board

By:

[Signature]  
President,  
John Scully

[Signature]  
President,  
Lydia Koch

[Signature]  
Secretary,  
Jeanne Busse

[Signature]  
Vice-President/Chief Steward,  
Jan Walters

[Signature]  
Superintendent of Schools,  
Dr. George DePillo

[Signature]  
AFSCME Council 25  
Staff Representative,  
Karen Warner

**TENTATIVE AGREEMENT:**

This document is being incorporated into the Local 1815 Master Agreement as APPENDIX III.

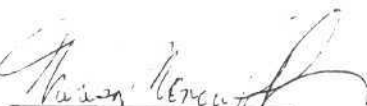
[Signature] 1/27/97  
Dr. Marsha Pando  
WCS Board of Education

[Signature] 1/27/97  
Janice Walters  
President, Local 1815  
AFSCME Council 25


[Signature] 1-27-97  
Ellen Keith  
Staff Representative  
AFSCME Council 25

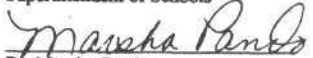
IN WITNESS WHEREOF, the parties hereto have caused duplicate copies of this agreement to be executed and have set thereto their signatures, this 14th day of April, 1997.

**WARREN CONSOLIDATED SCHOOLS  
BOARD OF EDUCATION:**

  
Theresa Moncrieff, President


  
Sylvia Powell, Secretary

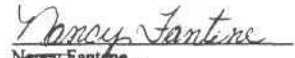
  
Dr. Paul S. Stamatakis  
Superintendent of Schools

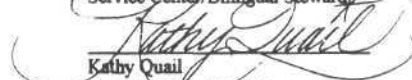
  
Dr. Marsha Pando  
Associate Superintendent of  
Human Resources

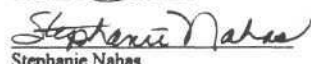
**THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES - AFL-CIO LOCAL 1815  
AND COUNCIL 25:**


  
Janice Walters, President


  
Linda Silagy  
Vice President/Chief Steward

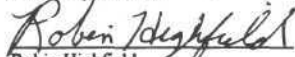
  
Nancy Fantene  
Service Center/Bilingual Steward

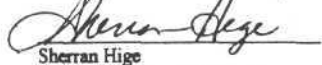
  
Kathy Quail  
Central Office Steward

  
Stephanie Nahas  
Teacher Aide Steward

  
Vicki Beebe  
Caregiver Steward

  
Ann Leopoldo  
Secondary Steward

  
Robin Highfield  
Building and Grounds Steward

  
Sherran Hige  
Elementary Schools Steward

  
Ellen Keith  
Staff Representative

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