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AGREEMENT

With

**The Board of Education
Warren Woods Public Schools**

1995 - 1998

Warren Woods Public Schools

PROPOSED INCREASE - 2.5% - 7/1/98 - 6/30/99

A. DIVISION - MULTI-TRADE TECH/CUSTODIAL/UTILITY

CLASSIFICATION:	I	II	III
1 MULTI-TRADE TECH	15.73	16.33	17.04
2 SEC SCH BLDG ENG	14.94	15.58	16.23
3 ELEM HD CUST & MAINT HD CUST	14.44	15.10	15.74
4 UTILITY	13.85	14.51	15.16
5 CUSTODIAN	13.39	14.05	14.68
6 CUSTODIAN II	10.12	10.52	10.85

B. DIVISION - CAFETERIA

CLASSIFICATION:	I	II	III
1 HEAD COOK	12.42	13.03	13.67
2 HELPER	9.73	10.20	10.57
3 ELEM COOK	10.53	11.02	11.60
4 SATELLITE KIT COOK	11.45	12.05	12.62

C. DIVISION - TRANSPORTATION

1 DRIVER	13.75	14.35	14.91
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D. SHIFT PREMIUM

1 AFTERNOON SHIFT	.35 HOUR
2 MIDNIGHT SHIFT	.35 HOUR

PROPOSED INCREASE - 2% - 7/1/99 - 6/30/2000

A. DIVISION - MULTI-TRADE TECH/CUSTODIAL/UTILITY

CLASSIFICATION:	I	II	III
1 MULTI-TRADE TECH	16.04	16.66	17.38
2 SEC SCH BLDG ENG	15.24	15.89	16.55
3 ELEM HD CUST & MAINT HD CUST	14.73	15.40	16.05
4 UTILITY	14.13	14.80	15.46
5 CUSTODIAN	13.66	14.33	14.97
6 CUSTODIAN II	10.32	10.73	11.07

B. DIVISION - CAFETERIA

CLASSIFICATION:	I	II	III
1 HEAD COOK	12.67	13.29	13.94
2 HELPER	9.92	10.40	10.78
3 ELEM COOK	10.74	11.24	11.83
4 SATELLITE KIT COOK	11.68	12.29	12.87

C. DIVISION - TRANSPORTATION

1 DRIVER	14.03	14.64	15.21
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D. SHIFT PREMIUM

1 AFTERNOON SHIFT	.35 HOUR
2 MIDNIGHT SHIFT	.35 HOUR

CURRENT SALARY RANGE - 7/1/96 - 6/30/97**A. DIVISION - MULTI-TRADE TECH/CUSTODIAL/UTILITY**

CLASSIFICATION:	I	II	III
1 MULTI-TRADE TECH	14.90	15.47	16.14
2 SEC SCH BLDG ENG	14.16	14.76	15.37
3 ELEM HD CUST & MAINT HD CUST	13.68	14.30	14.91
4 UTILITY	13.12	13.75	14.36
5 CUSTODIAN	12.68	13.31	13.90
6 CUSTODIAN II	9.58	9.96	10.28

B. DIVISION - CAFETERIA

CLASSIFICATION:			
1 HEAD COOK	11.77	12.34	12.95
2 HELPER	9.21	9.66	10.01
3 ELEM COOK	9.97	10.44	10.99
4 SATELLITE KIT COOK	10.84	11.42	11.95

C. DIVISION - TRANSPORTATION

1 DRIVER	13.02	13.59	14.13
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D. SHIFT PREMIUM

1 AFTERNOON SHIFT	.35 HOUR
2 MIDNIGHT SHIFT	.35 HOUR

PROPOSED INCREASE - 3% - 7/1/97 - 6/30/98**A. DIVISION - MULTI-TRADE TECH/CUSTODIAL/UTILITY**

CLASSIFICATION:	I	II	III
1 MULTI-TRADE TECH	15.35	15.93	16.62
2 SEC SCH BLDG ENG	14.58	15.20	15.83
3 ELEM HD CUST & MAINT HD CUST	14.09	14.73	15.36
4 UTILITY	13.51	14.16	14.79
5 CUSTODIAN	13.06	13.71	14.32
6 CUSTODIAN II	9.87	10.26	10.59

B. DIVISION - CAFETERIA

CLASSIFICATION:			
1 HEAD COOK	12.12	12.71	13.34
2 HELPER	9.49	9.95	10.31
3 ELEM COOK	10.27	10.75	11.32
4 SATELLITE KIT COOK	11.17	11.76	12.31

C. DIVISION - TRANSPORTATION

1 DRIVER	13.41	14.00	14.55
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D. SHIFT PREMIUM

1 AFTERNOON SHIFT	.35 HOUR
2 MIDNIGHT SHIFT	.35 HOUR

LOCAL 1675

COUNCIL 25

**INTERNATIONAL UNION OF THE AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES**

AGREEMENT

with

**THE BOARD OF EDUCATION
WARREN WOODS PUBLIC SCHOOLS**

EFFECTIVE

JULY 1, 1995 - JUNE 30, 1998

TABLE OF CONTENTS

		Page
5.1	Recognition	1
5.1.1	Preface	1
5.1.2	Purpose	1
5.1.3	Employees Covered	1
5.1.4	Aid to Other Unions	1
5.1.5	Subcontracting	2
5.2	<u>Rights</u>	2
5.2.1	Discrimination	2
5.2.2	Management Rights	2
5.2.3	No Strike Provision	2-3
5.2.4	Special Conference	3-4
5.2.5	Supplemental Agreements	4
5.2.6	Rates for New Jobs and/or New Classifications	4
5.2.7	Contract Savings Clause	4
5.2.8	Termination	4-5
5.2.9	Union Security and Dues Check-Off	5-6
5.2.10	Union Bulletin Boards	6
5.2.11	Stewards and Alternate Stewards	6-7
5.3	<u>Grievance Procedure</u>	7
5.3.1	Grievance Procedure	7
	<u>Definition</u>	7
	<u>Time Limits</u>	7-8
	<u>Grievance Chain</u>	8-9
5.3.2	Computation of Back Wages	10
5.4	<u>Classifications</u>	10
5.5	<u>Seniority</u>	10
5.5.1	Probationary Employees	10-11
5.5.2	Seniority Lists	11-12
5.5.3	Loss of Seniority	12
5.5.4	Seniority of Stewards & Union Officers	13
5.6	<u>Transfer & Promotion</u>	13-15
	<u>Posted Vacancies</u>	13
	<u>Bids</u>	14
	<u>Trial Period</u>	14
	<u>Miscellaneous</u>	15
	<u>Temporary Vacancies</u>	15
	<u>Substituting</u>	16
5.7	<u>Severance, Layoff, Recall</u>	16
5.7.1	Discharge or Suspension	16-17
5.7.2	Resignation	17
5.7.3	Layoff	17-19
5.7.4	Recall	19

TABLE OF CONTENTS

	<u>Page</u>
5.8	<u>Working Hours</u> 20
5.8.1	Definition of Shift 20
5.8.2	Starting Time 20
5.8.3	Hours Per Day 20
5.8.4	Hours Per Week 20
5.8.5	Break Periods 21
5.8.6	Overtime 21-22
5.8.7	Equalization of Overtime Hours 22-25
5.8.8	Holidays 26
5.8.9	Bus Run Selection 26
5.9	<u>Leaves</u> 27
5.9.1	Sick Days 27
5.9.2	Sick Leave 28
5.9.3	Business Days 28
5.9.4	Funeral Leave 28
5.9.5	Jury Duty 29
5.9.6	Leave of Absence 29
5.9.7	Leave for Union Business 29
5.10	<u>Vacation</u> 30
5.10.1	Twelve Month Employees 30
5.10.2	Less Than 23-Month Employees 30
5.10.3	Service to Qualify 31
5.10.4	Timing of Vacations 31
5.10.5	Holidays and Vacation 31
5.10.6	Mandatory to Take 31
5.10.7	Illness and Vacation 31
5.10.8	Pay During Vacation 32
5.10.9	Vacation Pay If Ceased Employment 32
5.10.10	Vacation Pay Rate 32
5.11	<u>Veterans</u> 32-33
5.12	<u>Miscellaneous Provision</u> 33
5.12.1	Uniform and Coverall Allowances 33-34
5.12.2	Physical Examination 34
	TB Tests 34
5.12.3	Chauffeur License 34
5.12.4	Required Classes 35
5.12.5	Mileage Allowance 35
5.12.6	Summer Help 35
5.12.7	Adult Bus Supervision 35
5.12.8	Paydays 35
5.12.9	Long Trip Breaks 36

TABLE OF CONTENTS

		<u>Page</u>
5.13	<u>Insurance</u>	36
5.13.1	Hospitalization	36-37
5.13.2	Health Maintenance Organization	37
5.13.3	Worker's Compensation - On the Job	
	Injury	38
5.13.4	Life Insurance	38
5.13.5	Health and Accident	38
5.13.6	Optical Insurance	39
5.13.7	Dental Insurance	39
5.13.8	Insurance Liability	39
5.14	<u>Remuneration</u>	40
5.14.1	Wages	40
	July 1, 1995 - June 30, 1996	40
	July 1, 1996 - June 30, 1996	40
5.14.2	Longevity-Effective July 1, 1989	41
5.14.3	Asbestos Removal or Repair	41
5.14.4	Retirement Pay	42
	State Fund	42
	Retirement Settlement	42
5.14.5	Damages - Personal property	43
5.15	<u>Effective Date</u>	44

5.1 Recognition

5.1.1 Preface

This Agreement is entered into on this 1st day of July, 1995 between the Board of Education of the Warren Woods Public Schools (hereinafter referred to as the "Board") and the Union of the American Federation of State, County, and Municipal Employees, and Council 25 and its affiliate Local 1675 (hereinafter referred to as the "Union").

(Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

5.1.2 Purpose

- A. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board and the Employees.
- B. The parties recognize that the interest of the Board and the job security of the employees depend upon a mutual concern to maintain a proper service to the community.
- C. To these ends the Board and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

5.1.3 Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all non-professional employees of the Board except office clerical, noon aides, crossing guards and supervisors.

5.1.4 Aid to Other Unions

The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make an agreement with any such group or organization for the purpose of undermining the Union.

5.1.5 Subcontracting

It shall be the intent of the Board not to subcontract any work normally performed by its work force as long as the employees are here to do the work and the necessary equipment is available to the district.

5.2 Rights

5.2.1 Discrimination

- A. Both parties agree that there shall be no discrimination against any employee by reason of race, color, creed, sex, age, or national origin.
- B. Both parties agree that there shall be no discrimination against any member of the bargaining unit by reason of membership in the Union.
- C. Throughout this Agreement, the construction of sentences will be reviewed with an effort to use neutral words rather than words which designate sex. When this can't be avoided this example will be used: s/he or his/her.

5.2.2 Management Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and the United States; shall adopt policies, rules, regulations and practices in furtherance thereof; and shall use judgment and discretion in connection therewith: All limited only by the specific and expressed terms of this contract and then only to the extent such specific and expressed terms hereof are in conformance with the constitutions and laws of the State of Michigan and the United States.

5.2.3 No Strike Provision

- A. During the term of this contract, and in negotiations for the renewal of this Agreement, the Board shall not become engaged in any lockout practices against members of the Union.

5.2.3 No Strike Provision (cont'd)

- B. During the term of this contract, and in negotiations for the renewal of this Agreement the Union shall not authorize, cause, engage in, or sanction any strike, picketing, or refusal to perform the duties of employment by a member or members of the Union; and no member shall cause or participate in a strike, picketing or refusal to perform the duties of employment.
- C. In the event of any violation of this paragraph, the Union will exert every reasonable effort to cause the employee(s) to promptly cease such action.
- D. The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this article.

Prior to taking such action, the Board shall notify the President of its intentions, and may also consult with the Union in connection therewith.

5.2.4 Special Conference

- A. Special conferences will be arranged between the Local 1675 President, or the designated representative, and the Superintendent or the designated representative, upon the request of either party. Special conferences shall have at least two (2) representatives each for the Board and for the Union.
- B. Arrangements for such special conferences shall be made in advance, setting the meeting at a time and place which is mutually acceptable. An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at the special conference shall be confined to those included in the agenda.
- C. Two members of the Union shall be allowed up to one (1) hour each, during their working hours, for time spent in a special conference, unless in the judgment of the administration additional time can be allowed without penalty. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

5.2.4 Special Conference (cont'd)

- D. The Union representative may meet upon written request at a place designated by the employer on the employer's property for at least one-half (1/2) hour immediately preceding the conference, with the representatives of the employer.

5.2.5 Supplemental Agreements

All proposed supplemental agreements shall be subject to good faith negotiations between the Board and the Union. Any supplemental agreements shall be approved or rejected by the respective parties within thirty (30) days of the conclusion of negotiations.

5.2.6 Rates for New Jobs and/or Classifications

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

5.2.7 Contract Savings Clause

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

5.2.8 Termination

- A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1998.
- B. If either party desires to terminate or amend this Agreement, it shall sixty (60) days prior to the termination date, give written notice of termination or notice of amendment. Notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. If neither party shall give notice of termination or notice of amendment, or if each party giving such notice, withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination, or notice of amendment by either

5.2.8 Termination (cont'd)

party on sixty (60) day written notice prior to July 1 of each year.

- C. Notice of Termination. Notice shall be in writing and shall be sent by certified mail to the Union, to the President, and to the Employer, addressed to 27100 Schoenherr, Warren, Michigan, or to any such address as the Union or the Employer may make to each other.

5.2.9 Union Security and Dues Check-Off

- A. Each employee covered under this Agreement has a choice of being or becoming a member in good standing of the Union, or contributing to the Union a service charge on a monthly basis equal to the monthly dues of the Union. Employees who fail to comply with one of these alternatives shall be discharged by the employer.
- B. Employees who are members of the Union at the effective date of this contract, shall, as a condition of employment, remain a member for the duration of this contract.
- C. Employees who are not members of the Union at the effective date of this contract, shall, as a condition of employment join the Union within 30 days or at the end of their probationary period whichever is later, or begin paying the service charge at that time.
- D. Newly hired or rehired employees, shall as a condition of employment, join the Union at the end of their probationary period, or begin paying the service charge at that time.
- E. Employees shall be deemed to be in good standing if their dues or service charge payments are not more than sixty (60) days in arrears.
- F. Employees may tender the monthly membership dues or service charge by using payroll check-off. The Board agrees to deduct dues or service charge levied in accordance with the Constitution and By Laws of the Union from the pay of each employee who executes the Warren Woods Public School payroll information and deduction form requesting such deduction.

5.2.9 Union Security and Dues Check-off (cont'd)

- G. The deductions shall commence on the first pay of the month after the employee signs the Warren Woods Public Schools payroll information form and the Union enrollment card. The deduction shall continue from the first pay of every month thereafter.
- H. Deductions for any calendar month shall be remitted to the designated financial officer of Local 1675 along with a list of names from whom dues have been deducted. This list shall be submitted no later than two (2) weeks after the first of the month or one (1) week after that first pay.
- I. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. These deductions will be made from no more than five (5) checks during February, March and April.

5.2.10 Union Bulletin Boards

The employer will provide a bulletin board in each building which may be used by the Union for posting notices pertaining to the administration of the Union.

A copy of notices will be forwarded to the employer.

5.2.11 Stewards and Alternate Stewards

- A. In each Division, employees in the Division shall be represented by one steward on each shift who shall be a regular employee working in that Division. The Union president may appoint an alternate steward during any overtime period.

5.2.11 Stewards and Alternate Stewards (cont'd)

Divisions are:

- A. Custodial, Maintenance, Utility
 - B. Cafeteria
 - C. Transportation
- B. The steward or his/her representative may investigate grievances and present grievances to the Board for up to one (1) hour per day without loss of time or pay. At the Superintendent's level of a grievance, the grievant may be represented by the steward who handled the complaint, by the chief steward, by the local president, by a council representative, and by an international representative.
- C. The time taken for this function must not be at periods which impair the efficiency of the steward's job function. The steward shall punch out and punch in while serving in the function as Union grievance investigator and additional time may be granted by the immediate supervisor.

5.3 Grievance Procedure

5.3.1 Grievance Procedure

Definition

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.

Time Limits

- A. The time limits specified shall be strictly adhered to and may be extended only by mutual consent of the parties, in writing.
- B. In the event that the Union fails to appeal the grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer.

5.3.1

Grievance Procedure - Time Limits (cont'd)

- C. In the event that the Board shall fail to supply the Union with its answer at a 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 Board's time limit for answering.
- D. All specified time limits herein shall consist only of school or work days.
- E. Any bargaining unit employee having a complaint may process the grievance in the following manner:

Grievance Chain:

- A. Each grievance shall have to be initiated within seven (7) 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 seven (7) days after the Union or the aggrieved becomes aware of the cause for complaint. Settlement of grievances initiated more than seven (7) days after the concurrence due to unawareness shall not be retroactive to any date prior to the date of filing.
- B. The aggrieved employee shall have the right to demand representation by a steward. The grievant shall contact a steward who will be available no later than the next day following that in which representation is requested. Upon the steward's arrival at the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the steward. If the steward determines that there is proper cause for complaint, then a meeting to discuss the problem shall take place between the grievant and the immediate supervisor. The grievant may request that the steward attend the meeting.
- C. In the event that the Union is dissatisfied with the result of the immediate supervisor's response, the Union shall have the right to submit a written grievance about the problem to the immediate supervisor within seven (7) days after the meeting.

5.3.1

Grievance Procedure - Grievance Chain (cont'd)

- D. The immediate supervisor shall thereupon have seven (7) days to respond to the grievance in writing setting forth a position about the grievance and shall send a copy to the steward.
- E. If the grievance is not resolved through Union acceptance of the immediate supervisor's answer, the Union shall have the right to appeal the decision to the Superintendent within seven (7) days after receipt of the supervisor's written position on the issue.
- F. A meeting on the subject shall then take place within ten (10) days after receipt by the Superintendent of the Union's appeal notice. At this step 2 meeting, the Union may be represented by the steward who handled the complaint, the chief steward, the local president, a council representative and an international representative; the Board may be represented by the Superintendent, his representative, the supervisor and other Board representatives.
- G. The Superintendent or his representative shall render a written decision on the dispute to the Union within seven (7) days after the occurrence of said meeting. If the grievance is not resolved through Union acceptance of the Superintendent's answer, the Union may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association. AAA shall act as administrator of the proceedings. The Union shall submit the grievance to AAA within forty-five (45) work days of receipt of the Superintendent's response.
 - 1. The arbitrator shall have no power or authority to alter, add to or subtract from the terms of this Agreement. Neither the Board nor the Union shall be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
 - 2. Each party will bear the full costs of its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator.

5.3.2 Computation of Back Wages

No claim for back wages shall exceed the amount of wages that the employee would otherwise have earned at the regular rate, unless overtime is involved.

5.4 Classifications

The job of every employee shall be given a classification. Classifications shall be arranged as follows:

A. Division: Custodial, Maintenance & Utility

1. Classification Multi-Trade Tech
2. Classification Secondary Building Engineer
3. Classification Head Elementary Building Custodian, Maintenance Building Head Custodian
4. Maintenance Apprentice
5. Classification Utility
6. Classification Custodian I
7. Classification Custodian II

B. Division Cafeteria

1. Classification Head Cook
2. Satellite Kitchen Cook
3. Classification Elementary Cook
4. Classification Helper

C. Division Transportation

1. Classification Driver

5.5 Seniority

5.5.1 Probationary Employees

- A. New employees hired into the unit shall be considered as probationary employees for the first forty-five (45) calendar days.
- B. Once an employee has completed the probationary period, s/he shall be entered on the appropriate seniority list and shall be ranked from the first work date. Fringe benefits, except insurances, shall become retroactive to the first work date. There shall be no distinction between ten-month and twelve-month employees except for longevity computation.
- C. There shall be no seniority among probationary employees. Individuals employed in the capacity of a substitute shall not accumulate seniority.

5.5.1 Probationary Employees (cont'd)

- D. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

5.5.2 Seniority Lists

- A. Seniority ranking shall be on a Division basis, in accordance with the employee's first work date. In the event of a tie in seniority, the tie shall be broken by reference to the table of random numbers (below) and the social security numbers of the involved employee. The employee whose number (the last two digits of the social security number) appears first on the table (beginning at the upper, left side and moving down the column) shall be deemed to have higher seniority than the other involved employee(s). In the event that the last two (2) numbers of the social security numbers of the involved employees are the same, then the first two (2) numbers of the last four (4) shall be used to determine the seniority.

TABLE OF RANDOM NUMBERS

28	24	65	35
92	07	55	43
53	80	54	29
73	33	90	86
62	39	84	77
56	96	01	47
10	81	15	94
74	76	61	87
31	46	09	34
83	70	58	44
32	45	78	60
82	69	51	41
49	13	88	75
98	91	50	52
25	11	21	93
23	00	67	05
22	16	48	99
18	95	63	14
89	64	02	85
71	17	57	19
68	42	27	26
79	20	66	38
08	30	12	37
97	04	36	03
72	06	59	40

5.5.2 Seniority Lists (cont'd)

- B. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- C. The seniority list on the date of this Agreement will show the name, first work date, and job title of employees of the unit.
- D. The Employer will keep the seniority list up-to date and will provide the Local Union Membership with up-to-date copies upon request, no more frequently than sixty (60) day intervals; or at thirty (30) day intervals if changes have been made.

5.5.3 Loss of Seniority

An employee shall lose seniority for the following reasons only:

- A. Resignation.
- B. Dismissal when the dismissal is not reversed through the procedure set forth in this Agreement.
- C. Except for proper exceptional circumstances when the employee:
 - 1. Fails to return from paid sick leave, or fails to apply for or renew non-compensable leave of absence when sick as set forth in the Sick Leave procedure.
 - 2. Fails to return from leave of absence.
 - 3. Fails to return when released by Worker's Compensation.
 - 4. Fails to return when recalled from layoff as set forth in recall procedure.
 - 5. Fails to return from military leave as set forth in the military leave procedure.
 - 6. Refused the proper assignment offered upon return.
 - 7. Or any circumstance other than above, s/he is absent for five (5) consecutive working days without notifying the School Administration.

5.5.4 Seniority of Stewards & Union Officers

- A. Notwithstanding their position on the seniority list, the president, chief steward, and five (5) stewards, with priority, according to their listing above, shall in the event of a layoff, be continued at work as long as there are jobs in their Division.
- B. In the event that the classification in which one of the above is assigned is eliminated then that person has, within his/her Division, bumping rights into any lower classification or into a higher classification in which she/he has previously satisfactorily served, bumping any less senior person in that classification.
- C. They shall be recalled to work in the event of a layoff on the first open jobs in their Division. The names of the members of the Union who are serving in the above capacities will be submitted to the employer.

5.6 Transfer and Promotion

5.6.1 Posted Vacancies

- A. All vacancies not considered as temporary as listed in (Temporary Vacancies) will be posted for a period of five (5) working days, during which time all employees may bid for the vacancy in writing to the maintenance office.
- B. Upon the closing date of the posting, a copy of the bid sign-sheet will be sent to the Union president the following day. The Board agrees to fill any such posted vacancy within seven (7) working days of the termination date of the posting.
- C. The posting will be in a conspicuous place in each building and will indicate:
 - 1. Rate of pay
 - 2. Requirements for the position
 - 3. When the position will be occupied
 - 4. Brief description of duties

5.6.2

Bids

- A. Bids which reflect a change of shift, or a change of building location, or a downward change of classification within a Division shall be defined as transfer and shall be given preference over bids for promotion. Such bids will be honored on the basis of seniority within the Division. No employee may change shift, location, or move downward in classification more frequently than at twelve (12) month intervals except in unusual circumstances such as health reasons, or except when employees bid on temporary positions. No employee will be frozen if he/she is bidding for a promotion or when bidding to or from a temporary position. Any employee who bids must accept the transfer if it is offered.
- B. Bids which reflect an upward change of classification within a Division shall be defined as promotion. Such bids will be honored on the basis of qualifications and seniority. In the event that a more senior employee is denied the promotion, reasons for denial shall be given in writing to the employee and to the employee's Chief Steward. In the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

5.6.3

Trial Period

- A. The promoted employee shall be granted a twenty-five (25) working day trial period to determine:
 - 1. Ability to perform the job.
 - 2. Desire to remain on the job
- B. At the end of the twenty-five (25) working day trial period, the employee shall have the opportunity to revert. If the employee is unsatisfactory in the new position, he may be reverted. Notice and reasons of unsatisfactory work shall be submitted to the employee in writing, by the employer, with one copy to the President. The matter may then become a proper subject for the grievance procedure. If the employee reverts or is reverted, s/he shall revert to the previous position and location.
- C. During the trial period, and after being permanently assigned to the higher classification, the employee shall receive the rate of pay of the job s/he is performing, at the appropriate salary step on the scale.

5.6.4

Miscellaneous

- A. Employees required to work temporarily in a higher classification shall be paid the rate of the higher classification.
- B. If a promotion is not filled from within the Division, the job shall be made available to employees in other Divisions before considering new hires.
- C. If an employee is promoted after July 1, 1976, to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit, that employee shall not accumulate seniority in the unit while working in the position to which the employee was promoted. Employees promoted under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement or future Agreements, said rights to be applicable only when in a position within this unit.
- D. The employer agrees that any transfer will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

5.6.5

Temporary Vacancies

- A. Maintenance, custodial, utility vacancies in excess of five (5) consecutive work days but less than sixty (60) work days shall be granted to the senior employee in the school, the Administrative Service Center, or the garage respectively.
- B. Transportation vacancies over ten (10) work days shall be filled by seniority in one reassignment session. Any resulting vacancy for up to sixty (60) work days may be filled by a substitute.
- C. Cafeteria vacancies will first be filled by regular employees; in the proper cases exceptions will be made.
- D. Any employee who is given a temporary assignment shall meet the requirements for the job and will receive the rate of pay for the higher classification for all hours worked.

5.6.6

Substituting

- A. When a substitute driver must be used, the assignment will be for all the absent regular drivers daily assigned series of runs in the morning up to punch out time at approximately 9:00 a.m. to 10:00 a.m. Regular drivers will be used for absent driver runs between then and the start of the afternoon runs which begin between 1:00 p.m. and 2:00 p.m., provided, (1) such assignment does not interfere with the regular drivers own assigned series of runs, (2) it does not put that driver into overtime for that day and, (3) all of the runs in that period of time can be covered by regular drivers. The substitute will be used for the afternoon runs which begin between 1:00 p.m. and 2:00 p.m. and also for runs in the middle of the day if necessary. When the school day is shortened, and the bulk of the "take home" runs are made at an earlier time of the day, each driver will come back for other runs normally made by him or her which are not affected by the shortened day. Time worked by regular drivers to cover these runs will be rotated between all regular drivers.
- B. When a cafeteria employee is absent, the remaining regular employees in that building shall be offered the option (but need not accept) of each stepping up to the vacant positions, leaving the least amount of hours to the substitute. This shall be done by seniority, not rotated. After an employee refuses to substitute three (3) times in a school year, said employee will not be called for the remainder of that year. In the event all resources have been exhausted to assign a person, the Board reserves the right to assign the least senior employee in the affected building to the vacancy.

5.7

Severance, Layoff, Recall

5.7.1

Discharge or Suspension

- A. Discharge or suspension of any employee may become a proper subject for the grievance procedure entering the procedure at the Superintendent level.
- B. Reprimands - Any subject matter put in writing which could be construed as detrimental to an employee's future promotion, transfer, present or future employment, shall be distributed, one copy to the employee, one copy to the President and one copy to the employee's personnel file.

5.7.1 Discharge or Suspension (cont'd)

- C. The President may consult with the Administrator who wrote the reprimand and may attach to the file copy a written statement made by the employee.
- D. When no reprimand has been added to an employee's file for a period of eighteen (18) months, any reprimand in the file will, upon the request of the employee, be destroyed.

5.7.2 Resignation

Any employee who intends to resign must do so by notifying the Board in writing at least one week prior to the effective date of resignation.

5.7.3 Layoff

Should the Employer determine the need to reduce the work force, it shall occur as follows:

- A. Temporary employees in the affected Divisions shall be laid off first. If further reduction is necessary then probationary employees will be laid off next. The above employees listed are regardless of funding or funding source.
- B. If further reductions are necessary, employees will be laid off by classification in reverse order of seniority (least senior to most senior). Employees who are to be laid off may choose to exercise bumping rights using their seniority as follows:
 - 1. Into any classification within their Division in which they can meet minimum qualifications and which is in a lateral move or direct line beneath their classification.
 - 2. Employees who are unable to bump anyone within their Division may then bump into any other Division in which there are classifications that they can meet minimum qualifications and there are less senior employees within those classifications.
 - 3. Employees who are displaced from their work assignment because of a layoff or other Employer actions will be allowed to use their seniority to bump for work assignments or as outlined in #1 and #2 above.

5.7.3

Layoff (cont'd)

4. Employees shall be able to bump any lesser senior employee to receive that job assignment when exercising their rights in #1, #2, and #3 above.
 5. The Board reserves the right to schedule a "bumping" meeting with the Union and all potentially affected employees to complete this bumping process at a single meeting.
- C. After all such bumping as set forth above has been completed, the persons at that time in any classification which has positions carrying different numbers of hours per day, will be assigned with the most senior person getting the most hours. In the case of more than one position carrying the same number of hours, the more senior person will have the choice of location.
 - D. Any employee who has bumping rights as set forth above shall have the right to either exercise the bump or to accept the layoff until recalled.
 - E. The least senior employees who remain unplaced after the reduction in the required classifications and bumping is completed, shall be laid off without loss of seniority or service time.
 - F. Employees to be laid off for an indefinite period of time will have at least ten (10) work days notice of layoff except in emergency. The local Union President or his designated representative shall be sent a list of the employees being laid off on the same date the notices are issued to the employees.
 - G. The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session.
 - H. Both laid off and 10-month employees in recess will be used as substitute employees in their Division by seniority in that Division and then will be used in other Divisions using district seniority.
 - I. Laid off employees and recessed employees may sign up in the maintenance office for substitute work in their own Division or in other Divisions. A copy of the signed substitute sheet will be given to the president of the Union.

5.7.3 Layoff (cont'd)

- J. An employee who has been laid off, and who is called to substitute in his/her own Division will be paid at his/her base rate plus shift premium. When the employee is called to substitute in other than his/her own Division, s/he will be paid at the base rate of the first step of the classification, plus shift premium.
- K. A laid off employee who is assigned to a position known to be vacant for at least twenty-five (25) work days shall have optical and dental insurance effective the first of the month following assignment. Hospitalization coverage shall be effective from the first work date of the assignment.
- L. If a laid off employee is paying for his/her own health insurance under COBRA and substitutes during a given month, the District will pay a pro-rated amount toward that premium based on twenty (20) days. The amount paid will be based on health insurance premium caps per this agreement. (Example: 6 days - 3/10th's, etc.)
- M. Whenever a work day is canceled or shortened, the affected employee(s) will be given first refusal for substituting where possible.

5.7.4 Recall

When the work force is increased after a layoff, the reverse order of the layoff procedure shall be followed. Notice of recall shall be sent to the employee at the last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered a quit. However, an employee shall remain on the layoff list and subject to recall for a period of up to three (3) years.

5.8 Working Hours

5.8.1 Definition of Shift

- A. The first shift is any shift that regularly starts on or after 4:00 A.M. but before 11:00 A.M. The second shift is any shift that regularly starts on or after 11:00 A.M. but before 7:00 P.M. The third shift is any shift that regularly starts on or after 7:00 P.M. but before 4:00 A.M. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days. The starting and ending time of each individual's shift shall be established at the beginning of the school year. On days school is not in session, the shift may be altered.
- B. In the event that it becomes necessary to move a position from one shift to another for efficiency and/or economic reasons, then the employee holding that position may elect to accept the new shift or may elect to exercise seniority by bumping into another position in that classification held by any less senior employee.

5.8.2 Starting Time

All employees shall be at their assigned building at their scheduled starting time.

5.8.3 Hours Per Day

The regular full working day shall consist of eight (8) consecutive hours per day. A lunch period of thirty (30) minutes without pay will be established. Employee shall punch "out" and "in" when leaving the building for lunch. The regular part-time working day shall consist of a fixed number of hours, less than eight (8) hours per day, to be established at the beginning of the school year; but subject to review and possible adjustment at the end of the second month of school and at the end of the first semester. Head cooks will work seven (7) hours per day and cooks will work a minimum of two (2) hours per day.

5.8.4 Hours Per Week

A regular schedule week shall not exceed forty (40) hours.

5.8.5 Break Periods

Two fifteen (15) minute breaks may be taken by full-time employees (six or more hours). Employees who work four or five consecutive hours may take one (1) fifteen minute break. The Board will post the break times of all custodians I and II. Maintenance, utility, drivers, and cafeteria employees will establish their break periods on a day-to-day basis with their immediate supervisors.

5.8.6 Overtime

A. Time and one-half or double time will be computed on the employee's hourly rate of pay, plus shift premiums for overtime work and will be paid as follows:

B. Twelve (12) month employees will be guaranteed a regular shift for days when school is in session. Any hours worked beyond eight (8) hours per day or forty (40) hours per week will be paid at the rate of time and one-half excepting:

1. Cafeteria employees shall be paid time and one-half (1-1/2) as specified above, also cafeteria employees shall be paid at time and one-half (1-1/2) of their regular rate for each special banquet or dinner for which they work regardless of the number of hours they work per day or per week.

2. Drivers shall be paid time and one-half (1 1/2) as specified above (limit of eight (8) hours down time per twenty-four (24) hour period) at their regular rate of pay. For trips other than regular bus runs, drivers will be paid the following rate for chargeable hours:

Straight time	\$ 9.00
Time and one-half	\$13.50
Double time	\$18.00

(Chargeable hours are those worked beyond the assigned hours for a particular driver.)

"This rate is to be adjusted with any raises each year."

3. All hours worked on a holiday shall be paid at double the hourly rate, plus the holiday pay.

5.8.6 Overtime (cont'd)

4. Time and one-half (1-1/2) will be paid for all hours worked on a Saturday.
5. Double time will be paid for all hours worked on a Sunday.
6. When a custodian, maintenance, or utility employee is called in to work for another employee in the custodial, maintenance, utility Division, s/he will be guaranteed a minimum of four (4) clock hours.
7. When cafeteria and transportation employees report for work, they will be paid a minimum of two (2) clock hours.
8. When employees are called in on emergencies, they will be paid for a minimum of two (2) clock hours.
9. When a driver is asked to stand by or a bus run is canceled where the driver physically goes to the departure point, the Board will pay such employee for one (1) hour at her/his regular rate. A driver whose trip is canceled will not lose her/his place on the existing rotation list.
10. When a driver is scheduled to commence a field trip within one-half (1/2) hour of the end of her/his regular run, then s/he will remain on the clock.

5.8.7 Equalization of Overtime Hours

- A. Overtime hours shall be divided as equally as possible among employees in the same Division, in their building, except that assignments to the high school pool will be limited to those employees who have been approved by the Director of Operations and Maintenance as qualified to handle the area.

If there is an error in rotation, and a custodian or a utility person has lost more than ten (10) hours of overtime as a result of such error, that has not been corrected by the end of the fiscal year, then the Board shall reimburse the custodian for lost overtime in excess of ten (10) hours by July 21st. Reimbursement for double time will be paid at the double time rate, and time and one-half will be paid at the time and one-half rate. Maintenance and emergency needs performed by the Head Custodian shall be non-chargeable toward the ten (10) hours. Alarm call-ins are not

5.8.7

Equalization of Overtime Hours (cont'd)

chargeable for any head custodian or custodian I.

- B. Employees who receive pool overtime will not be assigned overtime in the remainder of the building until their total amount of overtime hours is below the total amount received by each of the rest of the employees in the building.
- C. Up-to-date lists shall be posted weekly during the first part of each working week. These lists shall commence with zero balance on July 1st, and shall be carried through June 30th of each fiscal year.
- D. The list for drivers will maintain any differential in hours between drivers. This means that the person with the fewest hours will be zero and the rest of the people on the list will have a number of hours that will represent the differential between the employees on the list June 30th. (Example: Employee A has 128 hours and has the fewest hours on the seniority list. That employee will then be placed on the July 1st list at zero hours. Employee B had 138 hours; therefore, employee B will be placed on the July 1st list at 10 hours.)
- E. Whenever a custodian is absent from a given building, his/her assignment will be filled in this order: laid-off custodians, substitutes, building overtime list, utility, district-wide overtime list.
- F. Custodians in each building will be listed on that building's overtime seniority list. While school is in session and a custodian is absent from a given building, his/her assignment will be filled in this order: laid-off custodian, substitute, building district overtime list.
- G. If a building head is absent, the other Custodian I employee in that building will be called to work for him/her in seniority order.
- H. In each building employing cooks, the head cook and the cook will alternate working and directing the work on each special meal. The helpers in the secondary buildings will be called as required and the helper in an elementary will be called whenever an outside group needs the use of the oven.

5.8.7

Equalization of Overtime Hours (cont'd)

- I. Drivers may apply for field trips. These drivers will be listed in seniority order and assignment will be made in rotation down the list, picking the most senior person who has the least number of special hours accumulated. All field trips scheduled as take-overs and returns shall be scheduled as one trip to the driver.
- J. If a driver on the list refuses a run, s/he will be marked on the list as if s/he had taken the run for the number of hours that the run required.
- K. Drivers will be offered field trips and camp runs that are six (6) or more hours. In addition, drivers will be offered field trips beginning at 2:00 p.m. or later. In these situations, substitute drivers will be used to cover a driver's regular run. However, if the driver's "field trip" and "camp run" list has been exhausted, substitute drivers will be used.
- L. Field trips which require overnight stays will include separate lodging for the driver(s).
- M. It is understood that in the course of the year irregularities in the total accumulation of hours may occur without challenge up to a maximum of twenty (20) hours difference between drivers on the list. All field trips involving three (3) to seven (7) days prior notice will be offered under the normal rotation list. All field trips involving two (2) or less days of notification shall be considered non-chargeable and recorded on the non chargeable rotation list. Any trips going out on weekends (Saturdays or Sundays) will be kept on a separate trip list and rotated by seniority and hours. Weekend trip hours will have nothing to do with weekly hours. This will give all regular drivers an equal chance to work weekends.
- N. Overtime shall be chargeable as follows:
 - 1. Actual time the employee worked.
 - 2. Actual time the employee refused to work.

5.8.7

Equalization of Overtime Hours (cont'd)

- O. All hours of overtime accepted or refused shall be determined through direct verbal communication or telephone contact between the employee and his or her immediate supervisor. All other situations other than stated above shall constitute being unavailable and thus shall not be chargeable overtime.
- P. Any employee on personal leave, business leave, or sick leave that exceeds three (3) days shall be charged for the appropriate overtime as his/her name comes up in proper rotation during the leave, except that those employees on vacation shall not be charged for overtime hours during the vacation.
- Q. All transportation short-notice field trips resulting from employees' personal absence or personal short-notice cancellation or further by a request from a group for a last minute field trip shall be distributed equally among all regular drivers beginning with the most senior driver and progressing down the seniority list. No driver shall be approached for a second opportunity unless the first list has been entirely dissolved.
- R. All short-notice field trips shall be distributed in respect to seniority and availability. If the least senior regular driver is unavailable at the time they are to be offered a short-notice field trip, the rotation shall then revert back to the top of the list and the least senior regular driver will then be picked up at the next available opportunity. Short-notice field trips shall not be chargeable overtime hours.

5.8.8 Holidays

Paid holidays are designated as: New Year's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, the day before Christmas, Christmas Day and the day before New Year's Day. If Independence Day falls on a Tuesday or Thursday, Monday or Friday respectively will be given as a holiday. If school is in session on Monday or Friday, the employees shall report for work and compensatory time shall be given at such time as is mutually agreed upon between the Board and the employees. Employees will be paid their current rate based on an eight (8) hour day for said holiday, provided they work the last working day preceding the holiday, and the first working day following the holiday, except when an employee properly calls in sick, or is on vacation over a holiday.

5.8.9 Bus Run Selection

- A. At the beginning of the school year each driver will be assigned a series of runs. High seniority drivers will receive the series with the most hours.
- B. The administration will make all the necessary changes in the runs during the first four (4) weeks of school. At the conclusion of the fourth (4th) week of school all series of runs will be posted along with number of hours needed to drive them. The drivers shall then select a series of runs by seniority.
- C. Any further changes in any runs during the rest of the year which involves one-half (1/2) hour or more of time for any series of runs will result in a posting with bidding by seniority. This will also include any changes in a series which eventually (cumulative) adds up to one-half (1/2) hour or more for a series from the original time which was posted at the conclusion of the fourth (4th) week of school.

5.9 Leaves

5.9.1 Sick Days

- A. All members covered by this Agreement shall accumulate one (1) sick day per month not to exceed twelve (12) days per year with unlimited maximum accumulation. Anyone who uses fewer than six (6) days in a fiscal year will be given an additional three (3) days credit on the accumulated days. Employees must inform or cause the school administration to be informed of their absence at least thirty (30) minutes before beginning of their shift or they will lose that days pay. Any abuse of sick days may result in loss of pay. Annually, the Board will notify all employees as to the number of sick days they have accumulated to their credit.
- B. An employee must prior to the expiration of the paid for sick leave, request in writing non-compensable leave of absence, terminating at a specific date. Should extension of sick leave be required, renewal application in writing, along with the physician's certificate of disability, must be submitted prior to the termination of the leave. An employee may be requested to provide a physician's certificate certifying that the employee is fully recovered and capable of performing the functions and duties of his/her position before being reassigned to work. If an employee fails to submit a request for a leave, or extension of leave as specified above, s/he will automatically be placed in the category of leave of absence for illness by the Board and must then give at least two (2) weeks written notice of intent to return to work.

5.9.2 Sick Leave

- A. Prior to the expiration of the employee's sick days, an employee must request a leave of absence along with the physician's certificate of disability. An employee must give at least a two week notice of intent to return to work, and may be requested to provide a physician's certificate certifying that the employee is fully recovered and capable of performing the functions and duties of the position before being reassigned to work. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and shall be construed as days worked specifically. Employees will return to the position and location held at the beginning of the leave.
- B. At retirement or resignation, the Board will pay twelve (\$12) dollars per day for accumulated sick days.

5.9.3 Business Days

- A. Three (3) days per year out of an employee's sick day accumulation may be allowed for business leave. These days will not offset bonus days. These may be used for an individual's business which cannot be conducted on other than a work day according to the following provisions:
- B. Business leave, in all cases, except unforeseen emergency, requires at least three (3) days advance notice to the personnel director.
- C. The Board reserves the right to ask for and be given proper evidence of the authenticity of the reason given for the absence.

5.9.4 Funeral Leave

An employee shall be allowed up to three (3) funeral leave days for the death in the immediate family. Other days taken for funerals will be deducted from sick leave allowances. Immediate family is defined as: Parent or stepparent, spouse, sister, brother, child -- natural or adopted, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren and grandparents. Any employee selected to be a pallbearer for a deceased employee of this system will be allowed one (1) day with pay.

5.9.5 Jury Duty

An employee who serves on Jury Duty will be paid the difference between pay for Jury Duty and regular pay.

5.9.6 Leaves of Absence

A. An employee must request, in writing, a non-compensable leave of absence, or extension of same, terminating at a specific date. Such Application will not be less than two (2) weeks nor more than one (1) year will be considered for these reasons:

1. Serving in an elected position (Public or Union)
2. Child care
3. Illness (mental or physical)
4. Serving as an appointed or selected position
5. Prolonged illness in the immediate family (see 5.9.4 for definition)

B. If the leave is granted it will be without pay or insurance benefits. The affected employee will not lose seniority accumulated and shall continue to accumulate seniority time while on the leave. Service time for increments, longevity, or retirement shall not accumulate while on the leave.

C. Employees returning from a leave of less than ninety-one (91) days will return to the position and location held at the beginning of the leave.

D. Employees absent for a leave in excess of ninety (90) days will return to a position in their Classification.

5.9.7 Leave for Union Business

Up to two (2) members of the Union, elected to attend a function of the International Union such as conventions or educational conferences, will be granted time off without loss of time or pay to attend such conferences and/or conventions. The total time per individual shall not exceed five (5) days per year, not accumulative.

5.10
5.10.1

Vacation
Twelve Month Employee

- A. A twelve (12) month employee, during the first five (5) years of employment, beginning with the first day of the month nearest the first working date, and including only those months or major fractions of months s/he is on the payroll, thereafter shall accrue vacation time at the rate of .833 days per month to a maximum of ten (10) days per year.
- B. During the sixth, seventh, and eighth years s/he shall accrue 1.25 days per month to a maximum of fifteen (15) days per year.
- C. During the ninth through thirteenth years, s/he shall accrue the monthly fraction and yearly maximums as follows:

<u>Year</u>	<u>Monthly Fraction</u>	<u>Yearly Maximum</u>
9th	1.33	16
10th	1.416	17
11th	1.5	18
12th	1.58	19
13th	1.666	20

- D. The employee will be paid at the regular rate of pay during vacation.

5.10.2

Less Than 12-Month Employees

Less than 52-week employees will be paid a sum at year end in lieu of vacation or may elect to take the accrued days during the work year but subject to the same conditions as 12-month employees. Less than 52 week employees hired to begin work after June 30, 1995 will not be eligible for vacation or vacation pay.

The sum of money and/or the accrual of days shall be based on the following list of monthly decimal accrual rates and yearly maximums:

<u>Year</u>	<u>Monthly Fraction</u>	<u>Yearly Maximum</u>
0-5	.5	5
6th-8th	.75	7.5
9th	.80	8.0
10th	.85	8.5
11th	.90	9.0
12th	.95	9.5
13th	1.00	10
13th	1.5	15

The employee will be paid at the regular rate of pay during vacation.

5.10.3 Service to Qualify

No employee who leaves the employ of the district within nine (9) calendar months of the date of hire shall be eligible for any vacation time, or payments in lieu of the vacation time.

5.10.4 Timing of Vacations

- A. Vacations will be granted at such time during the year as are suitable, considering both the wishes of the employees and efficient operation of the department concerned. Every year, a custodian may use up to a maximum of five (5) vacation days while school is in session.
- B. The employer shall notify the employee of at least the granting of their vacation request or denial in writing fourteen (14) calendar days prior to the requested start of the vacation. This shall be waived if the request is submitted less than fourteen (14) calendar days prior to the start of the vacation.

5.10.5 Holidays and Vacation

When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

5.10.6 Mandatory to Take

Vacations must be taken each year. A vacation may not be waived by an employee and money received in lieu of the vacation.

5.10.7 Illness and Vacation

If an employee becomes ill and is under the care of a duly licensed physician during his vacation, the vacation will be rescheduled, provided if requested, the employee provides written documentation from a licensed medical doctor verifying the illness. In the event that the incapacity continues through the year, the employee will be awarded payment in lieu of vacation.

5.10.8 Pay During Vacation

- A. If a regular pay day falls during vacation, the employee will receive that check in advance before going on vacation. Should an employee change the vacation, s/he must make a request for the check two (2) weeks before leaving, if s/he desires to receive it in advance.
- B. Employees working twelve (12) months may receive the advance pay on a separate check by so requesting.
- C. Employees working ten (10) months will receive accrued vacation pay on a separate check in June.

5.10.9 Vacation Pay If Ceased Employment

If an employee who has worked at least nine (9) months for the district, is laid off, retires, or quits, (provided the employee gives at least two weeks notice of intent to quit), that employee will receive payment for the vacation time accrued since the last vacation period (or date of hire) at the current base rate of pay. An employee designated as a building head custodian shall have included in the base rate, the allowance granted a head custodian.

5.10.10 Vacation Pay Rate

Employees will be paid their current base rate while on vacation, and will receive any benefits provided for in this Agreement. A person designated as a building head custodian shall have included in the base rate, the allowance granted a head custodian.

5.11 Veterans

- A. Reinstatement of Seniority Employees. Any employee who enters into active service in the armed forces of the United States, upon the termination of such service, shall be offered re-employment in the previous position or a position of like seniority. Status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event s/he will be offered such employment in line with seniority as may be available which the employee is capable of doing at the current rate of pay for such work, provided that the employee reports for work within thirty (30) days of the date of such discharge or thirty (30) days after hospitalization continuing after discharge.

5.11 Veterans (cont'd)

- B. A probationary employee who enters the armed forces and meets the foregoing requirements, must complete the probationary period, and upon completing it, will have seniority equal to the time spent in the armed forces.
- C. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
- D. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are required full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks pay per year is the limit.

5.12 Miscellaneous Provision

5.12.1 Uniform and Coverall Allowances

- A. All head custodians, building custodians, maintenance, and utility employees, after completing their probationary periods, shall be furnished uniforms and coveralls where applicable per the following schedule.

Head Custodians:	5 uniforms, 2 coveralls
Building custodians:	5 uniforms, 1 coverall
Custodian II's:	5 uniforms
Maintenance:	5 uniforms, 3 coveralls
Utility:	5 uniforms, 3 coveralls

- B. Board is willing to furnish the five (5) uniforms one year and three (3) the following year, provided the employee needs them as indicated by showing the director or the supervisor.
- C. Transportation and cafeteria employees and laundresses shall be paid up to \$125.00 per year payable at the end of the school year for uniforms, providing authentic receipts of purchases are submitted, except those employees hired after December 18, 1977, who work less than three (3) hours per day will receive up to \$62.50

5.12.1 Uniform and Coverall Allowances (cont'd)

per year. The uniforms and shoes worn at work must be approved by the appropriate department head. Employees who work less than the full year will be paid at the rate as indicated above if hired after the above date.

- D. New aprons will be provided to cafeteria employees as needed.

5.12.2 Physical Examination

If, in the discretion of the Board, any employee requires a physical examination, the Board will arrange for the examination and pay the costs. The employee will submit to the examination.

TB Tests

A test for TB is required for all employees every three years at the expense of the Board at a location designated by the Board. Test results must be submitted to the personnel office as required. Those employees for whom the TB skin test produces adequate test results must take the skin test or provide test results at their own expense. Employees who can produce satisfactory evidence that the TB skin test does not produce adequate test results for them, may have a chest x-ray at the expense of the Board at a location for which the Board shall provide.

5.12.3 Chauffeur License

- A. Current chauffeur's licenses, including "C.D.L. (B & P)" endorsements are required of all personnel who transport students in a district school bus. Employees operating district vehicles, including all maintenance and utility personnel, are required to have an operators license with a Class II endorsement. The Board, after giving prior approval to an employee, will reimburse the employee for the license fee. New hires will be reimbursed at the end of their probationary period, provided they then are retained in driving capacity.
- B. All employees will receive their regular rate of pay for all time spent taking a road test and all time spent traveling to and from the designated site.

5.12.4 Required Classes

All employees will receive their regular rate of pay for the time spent in attendance at a school or class required by the district.

5.12.5 Mileage Allowance

When an employee is authorized to use his/her car on school business, reimbursement will be at the rate of twenty-four (24) cents per mile driven, upon submission of a written request. No employee will be required to use his/her vehicle for school business.

5.12.6 Summer Help

Up to five (5) students at any one time may be employed by the district as summer workers and if more are required, ten (10) month employees who are members of the Union will be first offered the additional jobs before employing additional students. If a ten (10) month employee is employed, the rate of pay shall be their current rate of pay at the appropriate step of the Custodian I rate based on the employee's seniority, and he/she shall accumulate vacation days and sick days for each month in which he/she works at least sixteen (16) days. These sick days are to be added to the accumulation and available for use during the employee's regularly scheduled work year, and are not to be used while he/she is working during the summer. The above shall not apply to youth/students whose services are offered to the district but who are paid by another governmental agency. The district agrees not to lay off Union members because of the acquisition of such labor. Members of the Union will not be expected to supervise any of the above in the work to which they are assigned.

5.12.7 Adult Bus Supervision

Every effort will be made to have an adult, in addition to the driver, accompany students on buses being driven to and from the school camp.

5.12.8 Paydays

Wages will be paid at two (2) week intervals on Friday of the second week throughout the year. On payday Fridays that are not workdays, Supervisors will bring checks to Cooks and Bus Drivers on the Thursday before. Other employees not scheduled to work on a Friday payday may secure their checks on the preceding Thursday afternoon.

5.12.9 Long Trip Breaks

- A. When a driver is assigned a trip that will involve driving for a period of four (4) hours or more, the driver may take a fifteen (15) minute break at about every four (4) hours. This is to be made a part of a gas stop or a stop to provide a break for passengers. This will be time in addition to the time required for a driver to service the bus at the stop.
- B. For any trip of six (6) hours or longer, the driver will be reimbursed up to a maximum of five (\$5.00) dollars for a meal.

5.13 Insurance

5.13.1 Hospitalization

- A. The Board agrees to pay the full premium for employees hired by December 10, 1990 for hospitalization medical coverage for the employee and the employee's insurable dependents, the plan to be Blue Cross-Blue Shield, MVF-1 Plan, semi private coverage Plans B, C and D with master medical ML Rider and \$2.00 deductible prescription rider, except the premium on the insurance, if taken for anyone hired after December 18, 1974 shall be paid by the district at a pro-rate of one sixth (1/6th) of the premium for each hour per day regularly worked (not to exceed 6/6) provided that the employee requests a payroll deduction in an amount sufficient to cover the balance of the premium for employees hired by December 10, 1990. This coverage shall be applied to all seniority employees.
- B. For employees hired after September 30, 1995, the employer will provide a maximum of Three Hundred Fifty (\$350) Dollars per employee, per month, for hospitalization insurance. This amount will be applied toward the current Blue Cross Blue Shield plan, or available H.M.O., with any additional cost being deducted from the employee's paycheck.

Any employee hired before September 30, 1995, will have the option of selecting the regular Blue Cross Blue Shield Plan, or any available H.M.O., with the employer paying full cost.

5.13.1 Hospitalization (cont'd)

- C. For employees retired prior to September 1, 1995, the employer agrees to pay the full premium for hospitalization medical coverage for a retired employee and the employee's insurable dependents, until the death of the retired employee. To be eligible for this insurance, the employee must be eligible for benefits under the Michigan School Employees Retirement Fund and have worked for the district a minimum of ten (10) years.

For employees retiring between September 1, 1995 and June 30, 1996, the employer agrees to pay an amount toward hospitalization medical coverage for a retired employee and the employee's insurable dependents. This amount is capped at the dollar figure in effect during the first quarter following the employee's retirement. To be eligible for this insurance, the employee must be eligible for benefits under the Michigan School Employees Retirement Fund and have worked for the district a minimum of ten (10) years.

Employees retiring after June 30, 1996, will not receive the hospitalization reimbursement benefit from the district.

- D. Any employee who is protected by an equal or better hospitalization plan through her/his spouse shall not qualify for hospitalization insurance and will receive one thousand dollars (\$1,000) per year in lieu of the Board provided hospitalization insurance. Such payment will be in two (2) lump sums of five hundred dollars (\$500), payable in December and June.

5.13.2 Health Maintenance Organization

- A. The Board and the Union hereby agree to work together so that the Union is well informed prior to making a decision about a Health Maintenance Organization plan for the membership to consider as an alternative to the primary hospitalization coverage listed above.
- B. The enrollment period for the HMO plan shall be the month of September annually.
- C. The Board agrees to comply with both state and federal HMO laws in fulfilling its obligation to provide an HMO.

5.13.3 Worker's Compensation - On the Job Injury

Each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to the Worker's Compensation income, an amount to be paid by the employer sufficient to make up the difference between Worker's Compensation and his regular pay schedule, until sick leave time is exhausted. Sick leave time will be deducted at the same ratio the employer's pay amount bears to Worker's Compensation income. When an employee is released from Worker's Compensation, s/he shall be reinstated in his former position. The district will continue to pay the premiums for dental insurance, hospitalization insurance, life insurance, income protection insurance and optical insurance for a period not to exceed one (1) year from the date the individual is placed on Worker's Compensation.

5.13.4 Life Insurance

The Board agrees to pay the full premium for a term life insurance plan for each employee while employed, face value of \$22,500 upon death, double the benefits in the event of accidental death or specific benefits as designated in the policy in the event of dismemberment, except the premium on the insurance, if taken, for anyone hired after December 18, 1974, shall be paid by the district at a pro-rated rate of one-sixth (1/6th) of the premium for each hour per day regularly worked (not to exceed 6/6) provided that the employee requests a payroll deduction in an amount sufficient to cover the balance of the premium. This coverage shall be applied to all seniority employees.

5.13.5 Health and Accident

The Board will pay the full cost of an insurance policy which will provide payment of 2/3's of an employee's monthly salary if he is off work because of accident, injury or illness, provided that the employee normally worked thirty (30) hours or more per week, with payment to begin after sixty (60) days and continuing as required to age 70.

Employees shall be covered by their hospitalization for a maximum of twelve (12) months from the time the employee goes on long term disability insurance.

5.13.6 Optical Insurance

The Board will pay the full premium of an optical insurance for each employee and the employee's insurable dependents. The Board will use the Blue Cross - Blue Shield Vision Care Program as a basis for bidding the carrier. Those employees hired after December 18, 1974 shall have their premiums paid for by the Board at a pro-rated rate of one-sixth (1/6) of the premium for each hour per day regularly worked (not to exceed 6/6) provided that the employee requests a payroll deduction in amount sufficient to cover the balance of the premium. This coverage shall be applied to all seniority employees.

5.13.7 Dental Insurance

- A. The Board will pay the full premium of a dental plan with the following benefits for each employee and the employee's insurable dependents:

Basic and major services at 70% in 1980-'81 effective the first of the month after ratification; with an annual maximum of \$1,000. Orthodontic Rider at 50% with a lifetime maximum of \$500. Basic and major services at 80% in 1981-'82 with an annual maximum of \$1,000.

- B. The premium for any employee hired after December 18, 1974 shall be paid by the Board at a pro-rated rate of one-sixth (1/6th) of the premium for each hour per day regularly worked (not to exceed 6/6) provided that the employee requests a payroll deduction in an amount sufficient to cover the balance of the premium. This coverage shall be applied to all seniority employees.

5.13.8 Insurance Liability

For purposes of all articles and provisions dealing with insurance benefits, insurance coverage for each employee shall begin no later than thirty-one (31) days from the date of hire. The Board, by payment of the premiums required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by said plans. The failure of the insurance carrier to provide any of the benefits for which it has contracted for any reason, except the negligence of the Board, shall not result in any liability to the Board or the Union. However, the Board shall continue to assist employees with the processing of claims and, further, will advise the carrier when the Board or the Union finds the carrier's performance unsatisfactory.

5.14 Remuneration

5.14.1 Wages July 1, 1995 - June 30, 1996

A. DIVISION - MULTI-TRADE TECH/CUSTODIAL/UTILITY

CLASSIFICATIONS:	I	II	III
1. MULTI-TRADE TECH	14.46	15.02	15.67
2. SEC SCH BLDG ENG	13.75	14.33	14.92
3. ELEM HD CUST & MAINT. HD CUST	13.28	13.88	14.47
4. UTILITY	12.74	13.35	13.95
5. CUSTODIAN	12.31	12.93	13.49
6. CUSTODIAN II	9.30	9.67	9.98

B. DIVISION - CAFETERIA CLASSIFICATIONS:

1. HEAD COOK	11.42	11.98	12.58
2. HELPER	8.94	9.38	9.72
3. ELEM COOKS	9.68	10.14	10.67
4. SATELLITE KIT COOK	10.53	11.08	11.60

C. DIVISION - TRANSPORTATION

1. DRIVER	12.64	13.19	13.72
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D. SHIFT PREMIUM

1. AFTERNOON SHIFT	.35 HOUR
2. MIDNIGHT SHIFT	.35 HOUR

5.14.1 Wages July 1, 1996 - June 30, 1997

A. DIVISION - MULTI-TRADE TECH/CUSTODIAL/UTILITY

CLASSIFICATIONS:	I	II	III
1. MULTI-TRADE TECH	14.90	15.47	16.14
2. SEC SCH BLDG ENG	14.16	14.76	15.37
3. ELEM HD CUST & MAINT. HD CUST	13.68	14.30	14.91
4. UTILITY	13.12	13.75	14.36
5. CUSTODIAN	12.68	13.31	13.90
6. CUSTODIAN II	9.58	9.96	10.28

B. DIVISION - CAFETERIA CLASSIFICATIONS:

1. HEAD COOK	11.77	12.34	12.95
2. HELPER	9.21	9.66	10.01
3. ELEM COOK	9.97	10.44	10.99
4. SATELLITE KIT COOK	10.84	11.42	11.95

C. DIVISION - TRANSPORTATION

1. DRIVER	13.02	13.59	14.13
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C. SHIFT PREMIUM

1. AFTERNOON SHIFT	.35 HOUR
2. MIDNIGHT SHIFT	.35 HOUR

1997-1998 Contract will be open for wages only..

5.14.2 Longevity - Effective July 1, 1989

The language in this article does not apply to those employees hired to begin work after June 30, 1995.

- A. Longevity pay will be paid to all employees according to the following schedule:
 - 1. After sixty (60) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): \$.20 per hour added to base pay.
 - 2. After one hundred twenty (120) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): \$.10 will be added to the longevity for a total of \$.30 per hour to the base pay.
 - 3. After one hundred eighty (180) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): \$.10 will be added to the longevity for a total of \$.40 per hour to the base pay.
- B. When months of service were in less than eight (8) hour-per-day shifts, the average hours per day per month for the applicable sixty (60), one hundred twenty (120), or one hundred eighty (180) month period will be computed and will be used as a basic daily work period against which the percentage will be applied, on current pay scales. The above longevity pay percentage will be computed, added to the gross wage, and paid at the regular pay intervals. The longevity pay will be added to the gross wage and paid beginning with the first pay period which falls at least two weeks after the end of the 60th, 120th, or 180th month of service, whichever applies.

5.14.3 Asbestos Removal

Employees engaged in asbestos removal or repair requiring the use of special protective suits and gear shall be compensated an additional fifty cents (.50) per hour. This will be added to their normal rate of pay, and will be only for the hours spent in asbestos removal.

5.14.4 Retirement Pay

State Fund

The Board shall pay to the Michigan Public School Employee's Retirement Fund the percentage of gross wage of each employee for retirement purposes that is required by law.

Retirement Settlement

- A. Upon retirement, death, or severance of employment due to illness, the school district shall pay \$100.00 per year for each year of service up to thirty (30) years of service.
- B. To be eligible for retirement pay an employee must have completed the following:
 - 1. Worked for the district a minimum of ten (10) years.
 - 2. Be eligible for benefits under the Michigan School Employees Retirement Fund; or after having worked the equivalent of ten (10) years for the school district, should the employee be employed at the time of his death, his estate or designated beneficiary shall be eligible for such retirement pay; or should an employee sever his employment due to illness, and is deemed unable to work by a qualified physician, after having worked the equivalent of ten (10) years for the school district, he shall be eligible for such retirement pay.
 - 3. Ten-month employees shall be eligible for a pro-rated share or retirement pay based on a ratio of the average hours worked per day to a six (6) hour per day provided that their months of service when computed equals ten (10) years of service.

5.14.5 Damages - Personal Property

- A. The Board shall reimburse any employee up to One Hundred (\$100) dollars for the damage or destruction of clothing or personal property having a value of Five (\$5.00) dollars or more. Such damage must occur within a school building or be directly related with the execution of the employee's assigned responsibilities. Such damage or destruction must not be occasioned by carelessness or negligence on the part of the employee. The Board shall not pay for damage or destruction of an employee's property if said property is reimbursable under the provisions of some policy of insurance other than that naming the school district as assured. Automobile claims will only be considered and honored upon submission of an official written rejection of a claim by the employee's insurance carrier.
- B. The Board will not reimburse employees for loss or damage to attractive nuisances on automobiles such as ski racks, special hub caps and CB radios.
- C. An employee must file a claim for damaged or destroyed personal property in writing no later than the end of the work day such damage or destruction occurred. The written claims will include what was damaged, the location, the employee's activity at the time, names of parties involved and any other pertinent facts which will help expedite the claim.

5.15 Effective Date

This Agreement shall become effective as of the date of signing, and covers the period of time from July 1, 1995 through June 30, 1998.

FOR THE BOARD OF EDUCATION

FOR AFSCME LOCAL 1675

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AFSCME Council 25

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Terry Albrecht
Committee Member

Dated

