

4182

10/31/2000



1997-2000

Collective Bargaining Agreement

between

Willow Run Board of Education

and

Willow Run Chapter of Local 3451/A.F.S.C.M.E.

LABOR AND INDUSTRIAL
 RELATIONS COLLECTION
 Michigan State University

Willow Run Community Schools



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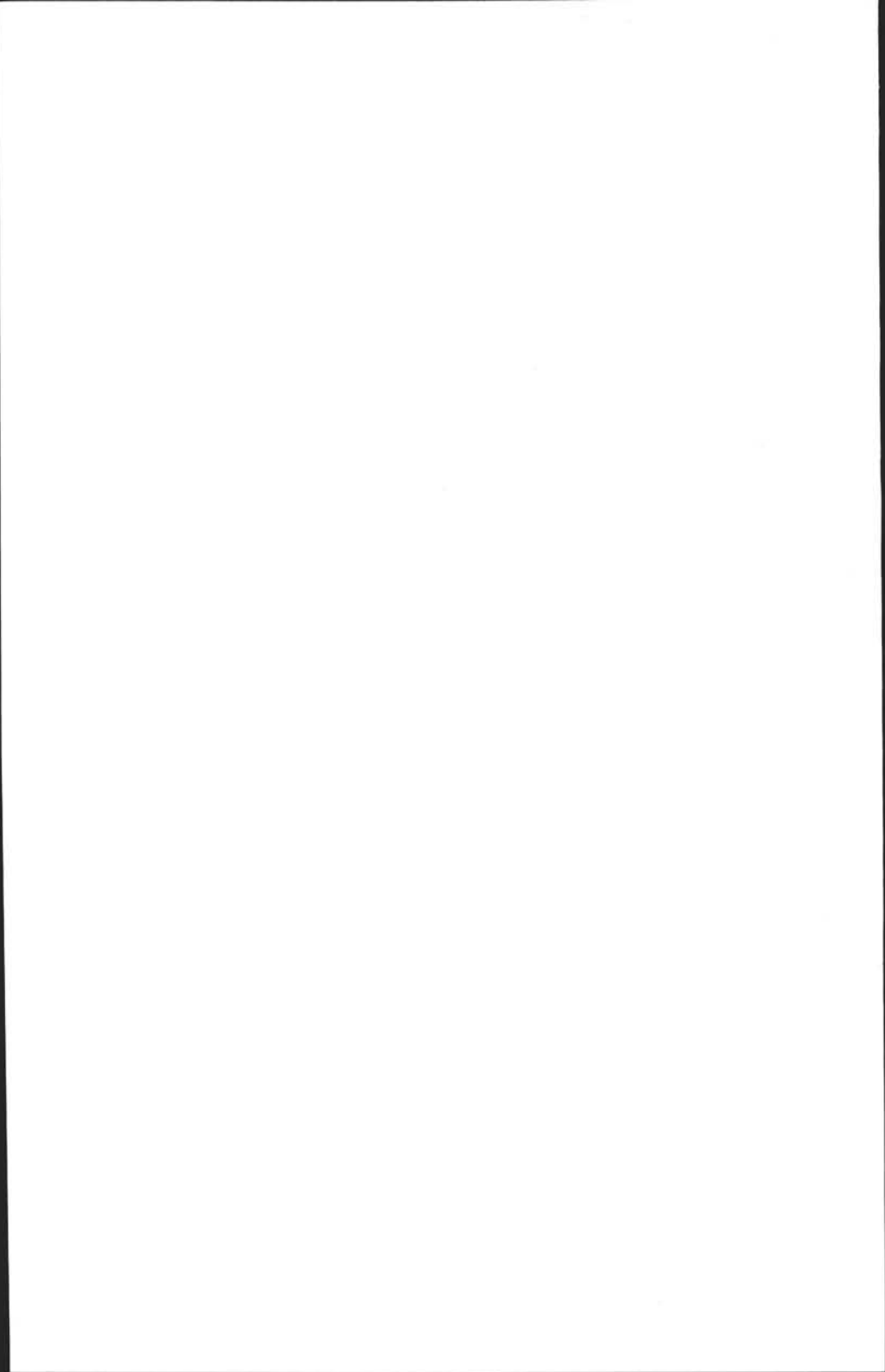
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AGREEMENT

BETWEEN

WILLOW RUN BOARD OF EDUCATION

AND

A.F.S.C.M.E. WILLOW RUN CHAPTER OF LOCAL 3451

PREAMBLE

This Agreement entered into on the ____ day of _____, 1998 between the Willow Run Community Schools, Washtenaw County, (hereinafter referred to as the "Employer" or "Management") and the American Federation of State, County, and Municipal Employees, Willow Run Chapter of Local 3451, affiliated with Council No. 25 and with the International American Federation of State, County, and Municipal Employees, (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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 Employer and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend on the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE 1: RECOGNITION

- 1.01000 Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by 379 of Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative of all Employees of the Employer included in the bargaining unit with respect to wages, hours, and other conditions of employment for the term of this Agreement.
- 1.02000 The unit includes the cafeteria employees, custodians, security, maintenance workers, transportation employees, clerks, secretaries, and CETA personnel performing bargaining unit work, who are employed on a regular basis and work ten (10) hours or more in a normal workweek.

1.03000 Excluded are the following: supervisors, the secretary for the office of employee relations, head bookkeeper, superintendent's secretary, personnel office secretary, and all certificated, professional or paraprofessional personnel, all administrators or administrative assistants, athletic director, attendance officer, educational assistants and substitute employees.

ARTICLE 2: UNION SECURITY AND PAYROLL DEDUCTION

- 2.01000 New employees, 90 calendar days after being employed shall sign and deliver to the Board either an assignment authorizing deduction of Union membership dues, or a representation fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement. Such authorization shall continue in effect, unless subsequent to June 1st and prior to September 15th of any year it is formally revoked by the employee, in writing, and copies thereof are delivered to the Union and the Board. It is expressly understood that the Board need honor only one authorization form per year per employee. Employees working less than 10 hours per week will be exempt. Any employee who is two (2) months in arrears with the Union dues or representation fee shall be discharged upon written notice from Union to the Employer pursuant to Section H herein.
- 2.02000 During the term of this Agreement, the Employer agrees to deduct once each month current Union membership dues or representation fee from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union once per year on or before September 15 and the total of the aggregate deductions of all employees who have authorized such deductions shall be remitted to the Treasurer during the current month for which such deductions are made. The Employer also agrees to deduct contributions to the Local Health and Welfare Funds as authorized by employees and remit such sums monthly to the Treasurer of the Willow Run Chapter of the Union.
- 2.03000 An employee desiring to be a Union member shall, at the end of the probationary period, pay to the Chief Steward the specified initiation fee. Any employee who fails to pay either the Union dues or the representation fee shall be terminated pursuant to Section H herein.
- 2.04000 Payroll Deduction Authorization Form

TO: The Willow Run Community Schools

Last Name First Name Middle Name

Street Address City Telephone

I hereby request and authorize you to deduct from my earnings the ____ monthly Union dues or ____ representation fee (check one) and contributions to the Local Health and Welfare Fund and pay the same to the Treasurer of the Union and Treasurer of the Chapter, respectively. The authorization shall be in continuous effect, unless I request by written notice to the employer, signed by me, that such authorization be terminated.

Such termination of authorization will become effective at the time of the next monthly dues deduction. The amounts of the dues or fees and contributions shall be as certified by the Local Treasurer, and the chapter treasurer respectively.

Date

Signature

2.05000 REFUND OF UNION DUES AND CONTRIBUTIONS

2.05100 The Employer shall not be liable for any refund of Union dues or contributions previously paid to the Union. All refunds claimed for deductions under such dues authorizations shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of any deduction deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.

2.06000 Any dispute between the Union and the Board, which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

2.07000 The Union will save the Board harmless from any and all costs, including witnesses and attorney fees or other incidental costs of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this Article. This provision shall be null and void if the Union is able to prove that the employer has actively encouraged the non-payment of dues by Union members.

2.08000 The procedure in all cases wherein discharge of an employee is requested by the Union for violation of this Article shall be as follows:

2.08100 The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

2.08200 If the employee fails to comply, the Union may request termination of the employee's employment in writing. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

2.08300 The employer only upon receipt of said written charges and request for termination, shall within ten (10) working days schedule a meeting with the Union and the employee involved in an attempt to resolve the issue. Should

the parties be unable to resolve the issue of non-payment satisfactorily, the employee shall be discharged within thirty (30) calendar days from the date of the hearing or forty five (45) calendar days from the date the employer received the formal request for termination from the Union. Should the employer receive written notification from the Union and the employee that the dues or the non-members financial responsibility fee has been paid in full and that said complaint has been withdrawn. The Union in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the dues or financial responsibility fee.

ARTICLE 3: BOARD RIGHTS AND RESPONSIBILITIES

- 3.01000 Except as modified by the specific terms of this contract the Board retains all rights and powers to manage the Willow Run Community School District and to direct its employees.
- 3.02000 The Union recognizes those management rights and responsibilities, as conferred by the Law and Constitution of the State of Michigan, and those inherent in managing a Public School System, including the right:
- 3.02100 To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the employee's working hours, except as modified by the specific terms of this contract.
 - 3.02200 To hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees, except as modified by the specific terms of this contract.
 - 3.02300 To exercise the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan and the Laws and Constitution of the United States.
 - 3.02400 It is further recognized that the responsibility of the Board for the selection and direction of the working forces, including the right to hire, suspend or discharge, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duties because of lack of work or for the other legitimate reasons, is vested exclusively in the Board, subject only to the seniority rules, grievance procedure, and other express provisions of this contract as herein set forth.

ARTICLE 4: REPRESENTATION

- 4.01000 The Union shall have the right to establish a Job Steward for each of the six (6) recognized departments: 1) Maintenance, 2) Custodial, 3) Transportation, 4) Secretarial, 5) Cafeteria, 6) Security, as specified in Schedules A through E, and a Chief Steward for all the departments. If deemed necessary by the Union during the scheduled school year only, the Custodial Department shall have an additional Job Steward to cover the P.M. shifts. Management will be notified in writing of the names, addresses and telephone numbers of all Stewards.
- 4.02000 The Union and the School District shall each establish a standing committee of seven (7) representatives to hold special conferences, excluding the matter of grievances, whenever it is mutually agreed by both parties that such conferences are necessary and appropriate.
- 4.03000 Arrangements for such special conferences shall be made in advance and 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 in special conferences shall be confined to those included in the agenda.
- 4.04000 Conferences/Meetings shall be held on a day and time mutually agreed upon. If a meeting is held during the work hours of the employees, they shall not lose time or pay for the time spent in such special conference/meeting.
- 4.05000 The Chief Steward may leave his/her job during normal working hours, without loss of time or pay, to investigate and present grievances upon having received permission from his/her supervisor to do so. The Supervisor will, within a reasonable period of time, grant permission and provide sufficient time for the Chief Steward to leave his/her work for those purposes, subject to necessary emergency exceptions. Alleged abuses by either party of this provision may be considered as proper subject for a special conference.
- 4.06000 Posting of Notices - Management shall provide designated bulletin boards in each school facility to be used by the Union to post notices of meetings and any other notices pertaining to their organization, and these notices shall not be removed except by the representative of the employees.
- 4.07000 Employees classified as Custodian/Transportation Vehicle Drivers shall be represented by the Steward of the department in which the dispute occurred unless the Job Steward is absent or out of the district. Should the dispute involve both departments or be unclear as to which department steward should represent the employee then the employee shall indicate a preference to his/her supervisor. The employer will make a reasonable effort to comply with the employee's preference.

ARTICLE 5: SENIORITY

5.01000 SENIORITY PROVISIONS

- 5.01100 Seniority shall begin after the probationary period as specified in Article VI Section 7 and accumulate from the first day of service and shall continue until the last day of paid employment of employee.
- 5.01200 Any employee shall continue to accrue seniority while on paid sick leave or vacation. Any employee who is on an unpaid leave of absence shall retain but not accumulate further seniority until he/she resumes his/her paid employment, except that persons on a contractual medical leave shall be allowed to accumulate seniority while on unpaid leave of absence up to a maximum of one (1) year.
- 5.01300 An up-to-date seniority list shall be maintained by the employer. A copy of the seniority list shall be furnished to the Chief Steward on October 15, January 15, and May 1 of each year.

5.02000 SAME DATE OF HIRE

- 5.02100 For persons hired by the school district who have the same date of hire, the following method for determining the order of placement on the seniority list shall be applicable.
- 5.02110 Affected employees will be placed on the seniority list in an order to be determined by the last two (2) digits of their social security number.
- 5.02120 The employee having the highest two-digit number shall be placed on the seniority list first. The employee having the next highest two-digit number shall be placed on the seniority list next and so on.
- 5.02130 For Example: Three (3) new employees (X, Y, Z) are hired on September 10, 1984.
- X has a social security number of 382-48-6514
 - Y has a social security number of 383-46-6231
 - Z has a social security number of 380-41-5927
-
- Y would be placed first on the seniority list
 - Z would be placed second on the seniority list
 - X would be placed third on the seniority list

5.02140 Each employee placed in this manner would maintain this placement on the seniority list unless some circumstances arose pursuant to the Master Agreement that would change his/her placement.

ARTICLE 6: HIRING, PROMOTIONS, JOB POSTING, AND TRANSFERS

6.01000 PROMOTIONS

- 6.01100 Whenever a vacancy involving a promotion occurs within the bargaining unit as defined in Article I those employees presently working in the department shall have first consideration over employees working in another department subject to the criteria contained in Provision B of this Section. A promotion shall be defined as a position which would result in a higher hourly rate of pay than that at which the applicant is presently being paid and/or a longer work year as a result of placement and/or more hours on a daily basis or weekly basis.
- 6.01200 The employer shall establish reasonable minimum requirements for vacant positions that shall be equally applied to each candidate. The senior employee applying for a promotion who qualifies by meeting the reasonable minimum requirements shall be given the position. The employee has ten (10) days to place in writing the request to revert back to his/her former classification.
- 6.01300 If the employee cannot perform his/her job in a satisfactory manner, the employer must notify the employee and the union in writing giving reasons for their action within ten (10) days. The employee shall be returned to his/her former classification upon written notification that he/she did not qualify.
- 6.01400 When a vacancy in the Transportation Department occurs, the following procedure will be followed:
- 6.01410 A meeting notice will be posted in the Transportation Department for five (5) working days on the Union bulletin board. This notice will serve to make all bus drivers aware of the vacancy so that anyone interested may attend the assignment meeting.
- 6.01411 All interested bus drivers will attend the assignment meeting and bid on the first vacancy. After the first vacancy is filled, any subsequent vacancies will be filled by the employees at the assignment meeting. After the vacancy(ies) has(have) been filled, the final vacancy will be posted according to Article VI.
- 6.01412 On November 1, 1998, the pilot program outlined in section VI.C. is subject to review via a special conference.

6.02000 JOB POSTING

- 6.02100 A vacancy shall exist when a new classification is created, when the number of positions within a classification is increased, when an employee dies, resigns,

is discharged, transferred or is granted a leave of absence exceeding three (3) months in duration, except if the leave is an illness or disability leave, then the position shall not become vacant until the employee has been on leave for one (1) year. The administration may, in its sole discretion, determine not to fill an occupied position resulting from any of the above situations, in which case, no vacancy shall exist.

6.02200 When a vacancy in the unit occurs, such vacancy shall be posted within ten (10) working days. The vacancy shall be posted for five (5) working days. The job award will be made within ten (10) working days after the final day of the job posting in accordance with the provisions of this Article.

6.02300 If, after the position has been posted and awarded, the position becomes vacant within a short period of time, then the job will again be posted. All applicants from the previous posting will automatically be included in any second posting.

6.02400 If an employee has applied for a vacancy through job posting that has the same or lower pay rate as he/she now holds, the employee shall not have the right to apply for a second or succeeding vacancy within the same or lower pay rate for a period of one (1) year, if awarded the job.

6.02500 If no applicant qualifies under this article then the employer may hire a new employee for the vacancy.

6.03000 TRANSFERS

6.03100 Management may transfer an employee within a classification for just cause after reviewing with the Union and subject to the prior taking by management of corrective measures such as counseling and conferring with the employee involved as well as other progressive disciplinary measures. Such transfer shall be made only after there has been counseling and conferring with the employee and attempts at progressive discipline have proven unsuccessful.

6.04000 EMPLOYMENT OF EMPLOYEES PROMOTED TO A POSITION OUT OF THE UNIT

6.04100 Any employee who is appointed to the position of supervisor and fails to qualify for such supervisory position within a ninety (90) calendar day period shall be returned to his/her prior position and status without the loss of seniority or employee rights.

6.04200 Any employee who is appointed to the position of supervisor and successfully passes the ninety (90) calendar day period shall relinquish all rights under the bargaining unit that he/she has earned as a non-supervisory employee except

he/she shall retain seniority rights earned and said rights shall be applied should he/she ever return to a position within the bargaining unit.

6.04300 When an employee returns to the bargaining unit, he/she may be placed in any vacant position within the unit for which he/she is qualified unless another member of the bargaining unit with equal or greater seniority has also applied for the position. In such a case, the employee already in the unit will have priority for placement in the vacant position over the returning employee. The above section does not apply to Local 3451 employees who have been promoted out of the unit before July 1, 1984.

6.05000 PAY RATES RESULTING FROM ADVANCEMENTS

6.05100 Any employee who obtains a promotion to a classification involving a higher hourly rate of pay shall be placed on the first step of the schedule which will result in an hourly increase of five (5) cents or more an hour. An experienced employee promoted to a classification involving a higher hourly salary will be placed as an experienced employee at the appropriate step as determined by the administration after discussion with the Union representative. Failure to agree on the proper step of placement shall be subject to a special conference.

6.06000 HIRING

6.06100 All hiring by management of employees covered by this Agreement shall be in writing and shall be forwarded to the Chief Steward no later than four (4) working days after the hiring date. Notice of hiring as forwarded to the Chief Steward shall contain the following information: name of employee hired, address and telephone number if one, classification, pay scale and type of work. Forms may be prepared and used for this purpose.

6.06200 Management shall also notify the Union Steward of any termination of employment within four (4) working days. Such notices will be in writing and shall state the reason for termination.

6.07000 PROBATIONARY PERIOD

6.07100 All new employees hired on a full time basis shall be subjected to a three (3) calendar month probationary period. During this probationary period the employee may be discharged at the discretion of the School Board. Any employee who has continued in his/her employment beyond the probationary period shall be placed on the seniority list as of his/her first day of service and shall be entitled to all benefits of this Agreement. If an employee is absent ten (10) or more working days during his/her initial probationary period, management shall have the right to extend such probationary period by the number of working days that the employee has been absent.

6.08000 RESTRICTIONS OF A SUPERVISOR TO PERFORM DUTIES AS AN EMPLOYEE

6.08100 Supervisors shall serve in a supervisory role except for emergency situations where it is temporarily more expedient for a supervisor to assist an employee in order to facilitate his/her work when other employees are not immediately available. The pick up and delivery of supplies, parts, and equipment shall not be considered a normal function of the supervisor. However, demonstrations in the manner of performing a task shall be considered a legitimate function.

6.08200 Further, supervisors shall not prolong the need to hire necessary additional help, and shall not deprive Local 3451 employees of the right to do any and all non-supervisory work of the unit to be done in the Willow Run School District.

6.09000 ESTABLISH CLASSIFICATION/RATE STRUCTURE

6.09200 When a position is included within the unit and it cannot be properly classified, the employer shall establish 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 as soon as practicable.

6.10000 DECLARATION OF SENIORITY

6.10100 A person who works in two departments shall carry their seniority in the department in which they work the most hours. In the event an employee works an equal amount of hours in two different departments, they shall declare their seniority in writing to the Director of Personnel within ten (10) working days of the date they began work in one department or the other.

6.11000 NEWLY HIRED TRANSPORTATION EMPLOYEES

6.11100 Newly hired transportation employees are required to serve one full school year within the department prior to requesting a transfer or making application for another position outside of the department except where the employee has been evaluated unsatisfactory or disciplined.

ARTICLE 7: DISPLACED AND LAID OFF EMPLOYEES

- 7.01000 For purposes of this Article, seniority shall be defined as total years of consecutive service within the school district within this bargaining unit.
- 7.02000 Within each department the last employee hired shall be the first employee laid off provided the employee retained has the qualifications and the ability to perform the work required. Before the displaced employee, within each department, is deemed on layoff, the employee shall be afforded the following options:
- 7.02100 The displaced employee may elect to waive seniority rights and accept the layoff by stating the reason, in writing, to the Chief Steward and to the Director of Personnel immediately.
- 7.02200 If the displaced employee does not elect the option described in Section 7.02100, the employee shall move into a vacant position within the employee's department according to the following order:
- 7.02210 In the same classification;
- 7.02220 In another classification at the same pay level;
- 7.02230 In another classification at the next lowest pay level; or
- 7.02240 Displaced employee shall bump the lowest senior employee within their own department according to Sections 7.02210, 7.02220, and 7.02230 above.
- 7.02300 An employee displaced as a result of 7.02200, shall have the option to use his/her seniority to bump into another department, providing the employee meets the qualifications required by management to fill the position. The procedure is as follows:
- 7.02310 The displaced employee shall move into a vacant position; or
- 7.02320 The displaced employee shall bump the lowest senior employee within that department.
- 7.02400 For the purposes of this Article only: Transferred employees, because of a reduction in the work force, shall be entitled to transfer to a vacant position by department, classification, as determined by his/her seniority and qualifications. All vacancies shall be filled by transfers prior to filling vacancies by recall.

7.03000 LAYOFF NOTIFICATION

7.03100 In the event of a layoff, employees shall be notified in writing by the employer at least two (2) weeks prior to the Board's intent to layoff. The Union shall be given a list of such laid off employees at the same time. During such two (2) week period, the employer shall meet with the Union, at a mutually agreeable time, to discuss such layoff.

7.03200 Reductions in the work force due to lack of work, economic/financial conditions or other reasons shall be affected through the following procedures:

7.03210 Employees shall be laid off by seniority within the following departments:

- Maintenance Department
- Custodial Department
- Transportation Department
- Secretarial Department
- Food Service Department
- Building Monitor/Security

7.03220 Strict seniority within each department shall prevail in the layoff of employees.

7.04000 RECALL

7.04100 For the purposes of this Article only, laid off employees shall be recalled in the inverse order of the layoff. Laid off employees will be placed on a recall list by department in the order of seniority. These employees will be recalled according to their seniority to vacant positions for which they are qualified.

7.04200 Employees who decline to accept a position in his/her department, classification, shall lose their recall rights.

7.04300 Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Personnel Office, and shall require that the employee report for work within five (5) working days after the date of delivery or proof of non-delivery. Employees who fail to report to work within the five (5) working day period shall be notified of their termination as a result of their failure to report to work.

7.04400 Recall period shall not exceed the total seniority of the employee at the time of layoff, and in no case to exceed the period of five (5) years.

ARTICLE 8: DISCIPLINARY PROCEDURES

- 8.01000 Dismissal and/or any other disciplinary action with respect to seniority employees shall be only for reasonable and stated causes with the employee having the right to defend themselves against any and all charges.
- 8.02000 An employee may be dismissed, suspended, or disciplined pending investigation. The employee shall have the right to appeal such action under the grievance procedure by instituting the grievance at Step 3.
- 8.03000 If the dismissal, suspension, or disciplinary action is found to be unjustified, a seniority employee shall be reinstated with full back pay and matter related thereto expunged from his/her personnel file.
- 8.04000 The following steps are to be followed in dismissal or disciplinary action:
- 8.04100 Management shall notify the employee and the Union Steward of the discharge or disciplinary action stating the reasons for the action.
 - 8.04200 Employees involved in acts of a serious nature resulting in immediate discharge or suspension will be entitled to a meeting within three (3) working days to discuss such action. The Chief Steward shall be notified within one (1) working day prior to said meeting. Other disciplinary meetings shall take place as needed. The disciplined employee shall be entitled to representation if so desired. Discharged or suspended employees shall remain away until his/her presence is requested for any necessary hearing or discussion or until his/her suspension is lifted and cleared.
- 8.05000 PROGRESSIVE DISCIPLINE
- 8.05100 Except for offenses which on first commission justify dismissal or cannot justify continued employment, the parties adopt the concept of progressive discipline designed to necessitate corrected behavior and agree with the concept that the severity of the infraction should determine the degree of discipline to be imposed. Management reserves the right to determine the appropriate step to impose as discipline.
 - 8.05200 The following steps shall constitute the progressive discipline plan:
 - 8.05210 Verbal warning, from supervisor (no copy in personnel file);
 - 8.05220 Written warning, from supervisor (copy in building or supervisor's file, no copy in personnel file);
 - 8.05230 Written reprimand, from supervisor (copy in personnel file);

8.05240 Suspension without pay, from Director of Human Resources;

8.05250 Termination of employment.

ARTICLE 9: PERFORMANCE ASSESSMENT

- 9.01000 The performance of all employees shall be subject to annual evaluation by management representatives. The employee's supervisor or his/her designee will complete an annual evaluation by April 15th of each year. When circumstances warrant, the deadline may be extended by mutual consent between union and management.
- 9.02000 The evaluation reports are to be signed by the employee if it is acceptable to him/her. If he/she does not agree with his/her evaluation, the employee will be only required to initial it as evidence of having seen or read the evaluation report. In addition, space shall be provided on evaluation sheets for an employee's comments.
- 9.03000 Unsatisfactory evaluations may be used to disqualify an employee who bids on another position.

ARTICLE 10: ALL REGULAR EMPLOYEES HOURS OF WORK

10.01000 REGULAR HOURS OF WORK

10.01100 WORK WEEK

10.01110 The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. At such times as the regular school program shall call for Saturday hours, the matter of whether such work shall be deemed regular or overtime shall be open for negotiation.

10.01200 WORK DAY

10.01210 The regular hours of work for each full time employee will not exceed eight (8) consecutive hours within a twenty-four (24) hour period except for lunch periods and for those employees who voluntarily work as a bus driver in addition to their regular eight (8) hour work assignment.

10.01220 The exception to the above: A custodian/bus driver shall work a total of eight (8) hours per day but not necessarily eight (8) consecutive hours.

10.01300 WORK SCHEDULE

10.01310 Work schedules shall be prepared outlining the regular workdays, work shifts, and working hours for each of the employees with the exception of food service. A two-hour block of time of flexibility for starting and ending times shall be allowed. If there is a special need to adjust a work schedule beyond the two-hour time frame, the parties shall meet to resolve the issue. If the issue cannot be resolved, management shall reassign the low senior person within the classification once a school year. If the employer has needs more than once a school year then they will meet with the Union.

10.01320 When the school district bids on a contracted program it will decide on the number of positions needed, and it will post said positions.

10.01330 The guidelines under Article VI will be followed.

10.01340 If no one internally bids on said position(s), the school district can reassign the low senior person within the classification.

10.01350 If the school district is not awarded the bid, the employees will not be moved.

10.01360 Management reserves the right to schedule at least two (2) custodial employees at the Middle School and two (2) custodial employees at the High School and the Transportation Mechanic Chief on a Tuesday through Saturday or Wednesday through Sunday schedule. These positions would be filled on a voluntary basis through the posting/hiring procedure as defined in this Agreement and would include the weekend schedule premium described in the salary schedule for all hours worked.

10.01400 Management shall have the right to schedule the work time of the head custodians at the Middle School and the High School in order that they may be on duty during the time when the majority of their custodians are working.

10.01500 When changes in work schedules are made for vacation time, holidays, etc., which effect a majority of employees, management is to post notice of such change in schedule three (3) days in advance. Management shall have the right to make temporary changes in an employee's schedule unless the employee has a prior commitment that has to be fulfilled. In this case, such assignments shall be rotated on a seniority basis within the building.

10.02000 REST PERIODS

10.02100 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible and taken at the building or location of work at the time of said rest period. Provisions shall be made to have coffee in each of the buildings. Participating employees shall contribute to the expense.

10.02200 The normal schedule of the rest period shall not take precedent over an emergency situation or the need for performing a task to accommodate a school program. In such an event, the employee is to take his/her rest period as soon as possible before he/she resumes his/her normal work assignment.

10.03000 LUNCH PERIODS

10.03100 The supervisor shall schedule no less than a thirty (30) minute lunch period at the middle of the employee's work shift. The employee shall not be compensated for his/her lunch period and shall be free to leave the location of his/her work assignment for such lunch period except in the case of emergency.

10.03200 The normal schedule of the lunch period for clerks and secretaries may be varied to accommodate the needs of the particular school or department.

10.04000 REPORTING TIME

10.04100 Any employee reporting for work on his/her regular scheduled time, unless otherwise notified a reasonable length of time prior to his/her normal starting time, shall be paid for four (4) hours work at his/her regular rate of pay. Under these circumstances, the supervisor may use his/her discretion in deciding to send the employee home or to ask him/her to remain available at his/her place of normally reporting for work for the four (4) hour period for which he/she is being paid. In the case where an employee is sent home, the employee must leave a phone number where he/she can be reached during the four (4) hour period.

10.04200 A regular employee who is assigned to a specific isolated bus assignment of less than one (1) hour's duration shall be paid for one (1) full hour. Such employee shall remain on the time clock at the transportation office and shall be available for assignment by the employer during this one (1) hour period. This provision does not apply to bus assignments of less than one (1) hour's duration which occur during the time when an employee is already on the time clock for a continuous period in excess of one (1) hour.

10.05000 CALL-IN TIME

10.50100 Any employee called out to work by his/her supervisor outside his/her regular working hours shall receive a minimum of one and one-half (1 1/2) hours compensation for each call. This provision does not apply to outside use of buildings and facilities when a custodian is scheduled to be on duty at which time the employee shall be guaranteed a minimum of one (1) hour.

10.06000 CLEAN UP TIME

10.06100 All employees shall have a ten (10) minute period prior to the end of the work shift for personal clean up with the exception of maintenance employees who shall have a five (5) minute period prior to lunch and a five (5) minute period prior to the end of the work shift for personal clean up.

10.07000 OVERTIME

10.07100 Overtime shall be allowed under emergency conditions and must be approved by the supervisor in advance.

10.07200 In case of an emergency, due to the inability to obtain help, breakdown of the heating system, etc., the employer has the right to have the regular employees work a reasonable length of overtime up to and including an additional work period of eight (8) hours.

10.07300 An employee shall be paid one and one-half (1 1/2) times his/her regularly hourly rate for work as approved by the employer under any of the following conditions:

10.07310 All work in excess of eight (8) hours in any workday.

10.07320 All work in excess of forty (40) hours in any workweek.

10.07330 All work performed on Saturday unless it is part of the custodial employee's regular shift.

10.07400 EXCEPTIONS TO REGULAR OVERTIME PAY

10.07410 All work performed on Sunday shall be paid at double time rate if it is not part of the custodial employee's regularly scheduled shift.

10.07420 The employee shall be paid double the regular rate of pay (in addition to his/her regular holiday pay) for working on a holiday.

10.07500 Regular Overtime

10.07510 Regular overtime generally shall be assigned to qualified personnel within a department where the nature of the work falls within the particular classification. However, overtime assigned within the Custodial Department shall be assigned by department and building. When the supervisor/administrator is unable to meet the overtime needs of a particular building with the custodial staff assigned to that building, he/she may assign such overtime to other personnel in the same department who are not assigned to that building. Overtime for employees working in more than one department will have their overtime hours listed in each department overtime sheet and then equalized with the other employees within each department.

10.07520 All security overtime at the High School shall be assigned to those personnel classified as building monitors. Further, all overtime primarily involving the supervision and/or control of high school pupils shall be assigned to secondary building monitor personnel regardless of the location of the security work. Custodians shall be afforded the opportunity to work security overtime after all building monitors have been offered the overtime first.

10.07530 Overtime for regular Food Service employees shall be paid according to this Article with the exception of the following situations:

10.07531 Contract Programs such as: C.S.A., Miscellaneous contracting programs, (catering, weddings) and summer feeding.

10.07540 Food Service employees shall receive their regular rate of pay for all of these types of services and shall relinquish overtime pay for those hours worked over eight hours per day but shall receive overtime pay for hours worked over forty (40) hours per week.

10.07550 In emergency situations or where the extent of the work to be performed makes it necessary, personnel from several departments may be used on a temporary basis.

10.07560 Regular overtime assignments shall be made on a seniority basis beginning July 1 of each year and rotated through the roster of personnel so that the number of regular overtime hours worked by each employee of the department is as uniform as possible throughout the year.

10.07600 Casual Overtime

10.07610 Casual overtime shall be defined as temporary work that does not normally fit into a regular job description or work classification. Casual overtime generally shall be assigned to qualified personnel within a department where the nature of the work falls within the particular classification. Such overtime shall be assigned on a rotating basis taking into consideration the type of assignment, the needs of the school district, and the distribution of overtime.

10.07700 The following procedures are to be followed in making overtime assignments to 3451 employees for 3451 work as mutually agreed upon:

10.07710 Employees requested to work shall be notified forty-eight (48) hours in advance unless the work cannot be scheduled within the required time.

10.07720 The employee who will not be working at the time on his/her regular assigned duties and who has the most seniority and the least overtime worked shall be asked to work on overtime. This procedure is to be followed until all overtime work assignments are filled.

10.07730 An employee refusing to work when notified forty-eight (48) hours in advance shall be charged the hours paid to the employee who does work. For each hour worked at time and a half, the time will be charged at one and one-half (1 1/2) hours worked. If an

employee who refuses the assignment is not notified forty-eight (48) hours in advance, he/she shall not have the time count against him/her. However, the time shall count for the employee who does take his/her place.

10.07740 The department supervisors shall keep a record of all overtime worked by each employee. This information shall be made available to the Chief Steward when requested. The exceptions to this procedure will be as follows:

10.07741 Overtime in the maintenance department shall be assigned only to those maintenance personnel who have the necessary skills to perform the particular task in the overtime assignment. Custodians shall have first priority to work in their buildings in their respective departments (before employees from other buildings are called in) when there is a need for overtime work.

10.07742 Whenever a custodian is absent during his/her regular hours of work, management shall have the right to use a substitute as outlined in the agreement before overtime assignments are made.

10.07743 Transportation vehicle drivers or custodial transportation vehicle drivers shall be notified forty-eight (48) hours prior to the start of an overtime assignment with the exception of the months of April and May during which months the drivers shall be notified twelve (12) hours prior to the start of an overtime assignment.

10.07800 Basis for Computing Overtime Pay: Overtime pay to be computed on the basis of the following:

<u>Amount of Time Worked</u>	<u>Time Allowed for Pay</u>
0 - 7 minutes	No time allowed
8 - 22 minutes	15 minutes allowed
23 - 37 minutes	30 minutes allowed
38 - 52 minutes	45 minutes allowed
53 - 67 minutes	1 hour allowed

10.07900 All compensation time in lieu of overtime pay shall be provided in accordance with the Fair Labor Standards Act of 1938, as amended.

10.08000 EMPLOYEES WHO WORK IN A HIGHER CLASSIFICATION
ON A TEMPORARY BASIS

10.08100 Employees who work in a higher classification on a temporary basis as the result of the absence of the regular employee, shall be paid the rate of pay for such classification for each hour worked on the first step of the schedule which will result in an hourly increase of pay of twenty (20) cents or more an hour. The employee shall be responsible for noting on the time sheet or time card the number of hours he/she worked in the higher classification.

10.08200 Employees who are temporarily assigned to a lower classification shall continue to receive their regular rate of pay while on the temporary assignment. However, this does not include ten (10) month employees who work during the summer.

10.09000 RESTRICTIONS ON PERFORMANCE OF WORK
OUTSIDE OF SCHOOL DISTRICT

10.09100 No employee shall be required to do work outside the school district or make outside deliveries without written notice.

10.10000 BAD WEATHER DAYS

10.10100 In the event school is cancelled and teaching personnel are notified not to report due to inclement weather, all regular employees shall be compensated for such inclement weather days at their normal rate of pay. When notified that buses will not run due to inclement weather although teachers and other 3451 employees are required to report, transportation vehicle drivers and bus aides shall be afforded the opportunity to report and do such work as is assigned by the bus supervisor during their normal working hours at their normal rate of pay. If a driver/aide does not report to do the work assigned, the driver/aide shall receive no compensation.

10.11000 OUTSIDE USE OF BUILDINGS AND FACILITIES

10.11100 Whenever a building use permit is issued to a group for any activity, a custodian shall be on duty during the time the building is in use, the additional time required after such use to clean up and put equipment back in place for regular school use, to turn off unnecessary lights, and to secure the building. The custodian is to spend his/her time doing useful custodial work within the same wing of the assigned area(s) of the facilities being used when his/her services are not required by the group.

10.11200 Whenever facilities in a building are being used by a non-profit group in an area assigned to a custodian, the custodian shall be given the necessary time

beyond his/her regular working hours to clean up and put equipment back in place for regular school use.

10.11300 The opening and closing of all buildings used by groups shall be the responsibility of the custodian assigned. In instances in which the building is used by a group and an administrator is present, Management will notify the Union in advance, and the need to have a custodian open and secure the building may be waived.

10.11400 Whenever an elementary or secondary school kitchen is used, including the use of equipment in the Edmonson cafeteria, by an outside, non-school connected group, a qualified food service person shall be assigned to open and close the kitchen and instruct in the use of any machinery to be used if mutually agreed upon by the union and management.

10.12000 EXTRA HOURS FOR FOOD SERVICE EMPLOYEES

10.12100 Extra hours will be charged against Food Service employees who work in other than their regular assignment in addition to their assigned positions. Refused hours will be charged against the employee.

10.12200 A Food Service employee must complete his/her regular assigned position for the day before accepting extra hours for extra pay. The Supervisor, in an emergency situation, will have the authority to reassign an employee to another position and charge the employee with any extra hours they may obtain by this move.

10.12300 Sign up sheets for extra hours during the school year will be made available by the first full day of school in September. Employees will not be allowed to designate building, program, days or times of day they prefer to work.

10.12400 Food Service employees shall be called in and assigned extra hours in any building for any program, except the breakfast and lunch programs, by seniority and accumulated hours on a district-wide basis when there is a need for extra hours. All employees will have equal opportunity for extra hours based on a sign-up sheet and seniority. Equalization of hours will be accomplished by seniority and accumulation of hours.

10.12500 Sign-up sheets for extra hours in the summer will be made available by the Food Service Supervisor by the last full day of school in June. Regularly scheduled employees working in the summer will be given first option to receive extra hours. Further, any regularly scheduled employee who works in the summer will be given first priority for extra assignments which arise in the building to which he/she is normally assigned during the school year. No employee will be pulled off his/her job in order to work an assignment

resulting in extra hours. Persons who signed up for summer work but did not qualify will be considered first as subs.

10.12600 The Food Service Supervisor shall keep a record of all extra time worked by each employee. This information shall be made available to the Food Service Steward when requested.

ARTICLE 11: LEAVE OF ABSENCE

11.01000 Leave of Absence

- 11.01100 An employee may be granted a leave of absence without pay upon written application to the Director of Personnel and approval by the Board of Education. An application form will be provided by the employer upon request.
- 11.01200 In non-emergency situations requests shall be made to the Personnel Office at least twenty (20) working days in advance of the effective date of the leave. Unpaid leaves may be granted by the Board for the following reasons:
 - 11.01210 Illness or injury - personal or members of the immediate family when sick leave is used up
 - 11.01220 Maternity/Child Care
 - 11.01230 Military Service
 - 11.01240 Union Leave for elected Union positions
 - 11.01250 Educational Leave
- 11.01300 The maximum leave of absence granted shall not exceed twelve (12) calendar months except for union leave which may be approved for up to two (2) years with the option to request renewal for an additional two (2) years.

11.01400 ADDITIONAL LEAVES

- 11.01410 When all Personal Business leave time has been exhausted, the following leaves may be approved by the Director of Employee Relations upon written application or appropriate documentation in the case of court appearances presented at least ten (10) working days in advance of the effective date of the leave.
 - 11.01411 Settlement of an estate
 - 11.01412 Weddings
 - 11.01413 Required court appearance
 - 11.01414 Union Conferences/Seminars

11.01420 No more than fifteen (15) days may be approved through this procedure. If more than fifteen (15) days are requested, then the request shall require formal Board approval per Section A above.

11.02000 TIME LIMIT FOR RETURN TO WORK AFTER TAKING LEAVE OF ABSENCE

11.02100 An employee returns to work under the following conditions:

11.02110 Illness including pregnancy related disabilities - following day after physician has certified that the employee is able to work without medical limitations.

11.02120 Maternity/Child Care (non-medical) the first day following the termination of the approved leave of absence.

11.02130 Military - sixty (60) calendar days after discharge.

11.02140 Union Leave - two (2) weeks after last day of service.

11.02150 Education Leave - seven (7) calendar days after the end of the semester.

11.03000 JOB SECURITY DURING LEAVE OF ABSENCE

11.03100 Military Service - Exceptions to General Provisions:

11.03110 Upon termination of Military Service for any employee who enters into active service in the armed forces of the United States, the Willow Run School Board agrees to abide by the re-employment rights as provided in the selective service act as it now is in effect or may be amended.

11.03120 Time spent on military leave shall count toward seniority upon return to the job.

11.03200 An employee who is unable to work because of personal illness or injury including pregnancy related disabilities and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or injury, up to one (1) year, and the leave may be renewed each year upon written request by the employee. Failure to request a renewal of the above leave prior to its termination shall be deemed a resignation by the employee.

11.03300 When a full-time employee returns to duty within one (1) year from an extended illness, and if no position in his/her classification is open for such

returning employee, the least senior employee in this classification shall be put in the layoff procedure.

11.03400 JURY DUTY

11.03410 The Board of Education agrees to pay an employee, who is called upon to perform jury duty, the difference between what he/she receives as a juror and his/her wages from the school system.

11.03500 RESERVE DUTY

11.03510 Employees who are in some branch of the Armed Forces Reserve or the National Guard shall be paid the difference between their reserve pay and their regular pay with the School Board for a maximum of two (2) weeks per year provided proof of service and pay is submitted.

ARTICLE 12: SICK LEAVE AND PERSONAL BUSINESS DAYS

12.01000 SICK LEAVE

12.01100 Upon completion of the probationary period of employment, an employee absent from work due to illness or injury, not compensated by Worker's Compensation, shall be paid his/her normal daily wages for each day of sick leave not to exceed in total the number of sick days accumulated. Those employees who agree to work in another job assignment in addition to their regular eight (8) hour day assignment shall not be entitled to additional sick leave benefits for such work period.

12.01110 Employees qualifying for sick leave who are absent from work as a result of an injury which is compensated under the Worker's Compensation Act shall have the option to receive the difference between his/her daily wages and the compensation payments, if such is less, up to the extent of the employee's number of days accumulated sick leave.

12.01120 An employee who is absent prior to accruing the necessary sick days shall not be paid for such absences; and further, shall not be reimbursed at a future date when additional sick leave days are earned and credited to his/her account.

12.01200 All regular seniority employees shall earn one (1) day of sick leave for each month of service, minus one (1). The day of sick leave earned shall be defined as the normal daily wage that an employee earns in his/her regular assignment of work. Sick leave days may be used for absences caused by illness or injury of the employee.

12.01300 Emergency Family Leave

12.01310 A maximum of fifteen (15) days per year to be deducted from accumulated sick leave may be used as emergency leave for purposes of serious illness or injury requiring bedside care of an employee's immediate family which shall include spouse, child, mother, father or sibling. If more than five (5) days are needed for emergency, such time may be deducted from accumulated sick leave at the discretion of the Director of Employee Relations. Application shall be made through the supervisor.

12.01320 A maximum of ten (10) days per year to be deducted from accumulated sick leave may be used as an emergency bereavement leave.

- 12.01400 An employee who needs to be absent from his/her regular shift must use the following procedures:
- 12.01410 It is the employee's responsibility to make sure his/her absence is called in. The absence will be reported to the supervisor or his/her voice mail.
 - 12.01420 The call shall be no later than one (1) hour prior to the starting time except in cases of an emergency. Employees who know that they will be absent earlier than the one (1)-hour limit shall call as soon as possible.
 - 12.01430 Maintenance employees shall call thirty (30) minutes prior to the starting time. During the summer all employees shall call no later than thirty (30) minutes prior to starting time.
 - 12.01440 Employees who knowingly will be absent due to an illness or a medical condition for more than five (5) days shall inform the supervisor or his/her voice mail of this fact. An employee absent over five (5) days shall notify the supervisor or his/her office the day prior to his/her return to work.
- 12.01500 While it will not be necessary for the School District to require a medical certificate for all absences of one (1) to three (3) days in order for an employee to be eligible for sick leave pay, the School District reserves the right to require a medical certificate whenever an employee's record indicates probable abuses of the sick leave policy or to determine whether he/she is medically able to return to work or to determine physical fitness for continued service.
- 12.01600 Employees receiving Sick Leave pay shall be required to submit a written statement specifying the number of days absent and the reason for such absence.
- 12.01700 Sick Leave accrued shall not apply in any of the following cases:
- 12.01710 Absence on Leave Without Pay.
 - 12.01720 Full-time employees while he/she is laid off.
- 12.01800 USE OF SICK LEAVE AND VACATION TIME
DURING LEAVE OF ABSENCE
- 12.01810 Any employee while on Leave of Absence shall not be entitled to Sick Leave, Holiday or Vacation privileges.

12.01900 An unlimited number of unused sick leave days will be allowed to accumulate. An employee upon resignation, retirement or death shall receive \$30 per each day of accumulated sick leave.

12.02000 PERSONAL BUSINESS DAYS

12.02100 New employees must work one (1) full year before becoming eligible for personal business leave days. Thereafter an employee may use three (3) days per year deductible from sick leave for business that cannot be transacted outside working hours. Personal business leave may be utilized for attendance at funerals up to a maximum of all three (3) days if circumstances warrant. These three (3) personal business days shall not be granted immediately before or after holidays or vacations, except under emergency conditions, nor may they be used immediately prior to termination of employment. Personal business days are non-accumulative, and if not used will be accumulated as sick leave days only.

12.02200 Procedures to be followed for taking Personal Business Days:

12.02210 Satisfactory arrangements are to be made at least two (2) days in advance and approval from the supervisor to be obtained, unless an emergency exists in which case the two (2)-day period may be waived if a satisfactory explanation is received. In such case the supervisor must still be notified.

12.02220 Employees being granted permission to take a Personal Business Day shall be required to sign the proper form which is to be attached to the payroll sheet for that particular pay period.

ARTICLE 13: RETIREMENT

13.01000 LIFE INSURANCE

- 13.01100 Upon retirement, the employee shall have a conversion option on the Life Insurance Policy under Article XX Section 1.A for a period of thirty (30) days. Conversion of the policy from group plan must be done by the employee with the School Board assuming no responsibility for conversion.
- 13.01200 Upon retirement from the school district with ten (10) or more years of service and having reached the age of fifty-five (55) years of age or older, the employee shall be covered by a paid up Life Insurance Policy in the amount of \$10,000 death benefit only (\$5,000 if the employee does not meet the qualifications described in 2.A). The employee shall be given a certificate of insurance from either the insurance company or from the Willow Run School Board.

13.02000 HEALTH INSURANCE

- 13.02100 Upon retirement, an employee who meets the following qualifications:

- has ten (10) years of seniority (continuous service) in the district
- is fifty-five (55) years of age or older
- has met the Michigan Retirement credit qualifications
- receives acceptance from the School Board

shall have the option of maintaining his/her Health Insurance Plan at the district's group rate by reimbursing the employer the premium involved. This option shall be available subject to the rules, limitations, regulations and requirements of the insurance carrier.

- 13.02200 The employer retains the right to terminate this plan should the employee fail to comply with the payment schedule established by the employer.
- 13.02300 The option will automatically be terminated at age sixty-five (65) or at such time as the employee becomes eligible for Medicare, whichever comes first.
- 13.02400 Coverage shall commence upon determination of eligibility by the insurance carrier.

ARTICLE 14: GRIEVANCE PROCEDURE

- 14.01000 A claim by an employee, group of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement shall be deemed a grievance under this Article and will be subject to the grievance procedure hereinafter provided.
- 14.02000 The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be altered 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 employer's last answer. In the event that the employer 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 to the next step with the time limit for exercising said appeal commencing with the expiration date of the employer's grace period for answering.
- 14.03000 All specified time limits herein shall consist only of work days within that group classification except that grievances filed by ten (10) month employees will continue to be moved through the grievance procedure during the summer months.
- 14.04000 Each grievance must be initiated within five (5) working 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 with five (5) days after the Union or the aggrieved becomes aware of the cause for complaint. A Union representative (council) may be present at any step of the grievance procedure. The parties may mutually agree to allow the grievance to be instituted at a higher step than normal.
- 14.05000 Any employee having a grievance under the terms of this Agreement has an obligation to notify his/her immediate supervisor of the problem and he/she will also notify his/her Steward.

14.06000 STEPS OF THE GRIEVANCE PROCEDURE

14.06100 STEP 1

- 14.06110 Should a dispute arise, the employee involved and Job Steward of the Union shall meet with the immediate supervisor under whose authority such dispute arose in an effort to settle the dispute.
- 14.06200 Supervisor is to meet as soon as possible with the employee and Union Steward, and in no case later than the next five (5) working days.

14.06200 STEP 2

- 14.06210 If the dispute is not settled in the meeting described above, the Job Steward shall, within three (3) working days, cause to have the dispute reduced to writing in the form of a grievance, either on a grievance form, or in letter form, and the grievance in writing shall be presented to the employee's supervisor by the Job Steward. Written grievances as required herein shall contain the following:
- 14.06211 It shall be signed by the grievant or grievants and by the Job Steward. If the grievance is filed by the Union, it shall be signed by the Chief Steward or his/her designee.
- 14.06212 It shall state the specific section or subsection of the contract alleged to be violated.
- 14.06213 It shall state the action of the employer giving rise to the alleged violation to the best of the employee's knowledge.
- 14.06214 It shall contain the date of the alleged violation to the best of the aggrieved employee's knowledge.
- 14.06215 It shall specify the relief requested.
- 14.06220 The supervisor shall, within five (5) working days from the date and the time of receiving such written grievance, issue in writing to the Chief Steward, Job Steward and Grievant his/her answer and decision on the grievance filed.

14.06300 STEP 3

- 14.06310 If the grievance is not settled in Step 2, the Chief Steward shall cause to have forwarded, within three (3) working days, such grievance in writing to the Office of Employee Relations. The Office of Employee Relations shall within five (5) working days, arrange for such meetings with the Chief Steward, employee involved, and/or the Representative of the Union, as may be needed in an effort to settle the grievance.
- 14.06320 The Office of Employee Relations shall render a written answer on the subject to the Job Steward, Chief Steward and Grievant within five (5) days after the occurrence of the Step 3 meeting.

14.06400 STEP 4

14.06410 If the grievance is not settled in Step 3, the Chief Steward shall cause to have forwarded, within three (3) working days, such grievance in writing to the Office of the Superintendent of Schools. The Superintendent or his/her designated representative shall, within ten (10) working days, arrange for such meetings with the Chief Steward, employee involved, and/or Representative of the Union, as may be needed in an effort to settle the grievance.

14.06420 The Superintendent or his/her designated representative shall render a written answer on the grievance to the Chief Steward and the grievant within ten (10) days after the occurrence of the Step 4 meeting.

14.06500 Step 5

14.06510 In the event the Union is not satisfied with the disposition of the grievance at Step 4, and it shall involve an alleged violation of a specific Article and Section of this Agreement, it shall within ten (10) working days after the decision is reached at Step 4 notify the employer in writing, through the Superintendent, of its intent to arbitrate. Failure to so notify within said period shall be deemed an abandonment of the grievance. Within twenty (20) working days after the above notification, the Union must file its appeal with the American Arbitration Association and with the Superintendent of Schools. Failure to file within the twenty (20) working day period shall be deemed an abandonment of the grievance.

14.06520 The arbitrator so selected will confer with the parties, hold hearings promptly, and will issue his/her decision as soon as possible from the date of the close of the hearing.

14.06530 The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. Powers of the arbitrator are subject to the following:

14.06531 The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.

14.06532 His/Her authority shall be limited to deciding whether a specific Article and Section of the Agreement has been violated and subject to, in all cases, the rights, responsibilities and authority of the Board under the Michigan General School Laws or any other National,

State, County, District or local laws unless such rights have been specifically altered by this contract.

- 14.06533 He/She shall have no power to establish salary scales or to change any salary rate.
- 14.06534 He/She have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, or rule or any action taken by the Board unless specifically altered by the express terms of this Agreement.
- 14.06535 He/She shall have no power to interpret State or Federal law.
- 14.06536 If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator may hear the entire case but must specifically rule as to the arbitrability of the grievance in his/her formal opinion and shall not be able to act on the merits of the case if the issue is not arbitratable under this contract. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- 14.06537 Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- 14.06538 Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- 14.06540 The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall, subject to judicial review, be final and binding on both parties.
- 14.06550 The arbitrator's fee and expenses shall be divided equally between both parties. Each party shall bear its own expenses in connection with any other costs.

ARTICLE 15: NO STRIKE CLAUSE

15.01000 The Union agrees that no work stoppage will be condoned, authorized, or undertaken by its members within the life of the contract and that any Local 3451 member or members engaging in any concerted work stoppage authorized or unauthorized by Local 3451 in the Willow Run School District will be subject to discipline up to and including discharge.

15.02000 The Union further agrees that the officers of the Union will take prompt affirmative action to try to prevent or stop wildcat strikes or work interference of any kind.

ARTICLE 16: TEMPORARY EMPLOYEES

16.01000 SUBSTITUTE EMPLOYEES

- 16.01100 A substitute employee is an employee hired on a call-in basis to cover the work shift of a regular employee, when such employee does not report for duty on his/her shift, or when a regular employee is on proper leave (sick or otherwise) and cannot report for duty or during the period of posting when a vacancy occurs.
- 16.01200 Substitute employees shall not be used to fill a vacant regular position as defined in Article VI, Section 2A beyond 30 (thirty) working days except as follows:
- 16.01210 In the event a substitute employee continues to fill a vacant or new position on a regular basis beyond 30 (thirty) working days, the employee shall be deemed to have started his/her probationary period on the initial day of such assignment, and 90 days thereafter shall be deemed qualified and shall rank for seniority and all benefits from the first day of probation.
- 16.01300 Substitutes working in the place of any regular personnel shall receive an amount not to exceed the beginning hourly rate for the position temporarily filled.
- 16.01400 During the Winter or the Spring Recess, when regular ten (10) month employees are not scheduled to work, no substitute will be called in to work until all qualified ten (10) month employees in the applicable department have been afforded the work. Ten (10) month employees who desire to work during these periods must inform the Personnel Office in writing at least one (1) week prior to each recess period.

16.02000 SPRING AND SUMMER-TIME EMPLOYMENT

16.02100 Definition

- 16.02110 Temporary help may be hired for the purpose of performing such duties as keeping of the school grounds and assisting in maintenance work that requires extra man hours during the spring and summer months and cannot be completed with the labor force of the full time maintenance and custodial staff.
- 16.02200 Employment of temporary summer help shall not begin before June 1st and shall end on or before Labor Day of the same calendar year.

16.02300 When summer employment is available and said work is expressly bargaining unit work, said work shall be first offered to those qualified employees in the department in which the work falls. If no person in the department desires to work in the offered employment or no person in the department is qualified, then such work shall be offered to those employees who meet the employer's minimum designated qualifications. Where such qualifications are equal, seniority shall prevail. It shall be the responsibility of the employee to notify the employer in writing of his/her availability for summer work and the type of work for which he/she is available no later than April 1st of each year in order to be subject to the terms of this provision.

16.02310 Employees who are not available or have refused offered work, shall lose any right to work for that particular summer. If a position of a higher classification becomes open after employees have selected, the qualified senior applicant shall be entitled to the position. Employees shall be entitled to only one switch or bump during the course of temporary summer employment.

16.02320 The employer shall send out a notification form to all ten-month employees no later than March 15 of each year requesting the information indicated above. Such forms must be returned to the Personnel Office by April 1st in order to be considered.

16.02400 Temporary help shall not be used to displace any regular employee in the bargaining unit.

16.02500 Temporary help shall not be employed in such a manner as to result in the lay-off of any regular employee during the summer months.

16.02600 Temporary employees shall not qualify for fringe benefits as outlined in the Agreement.

16.02700 No temporary employee shall be worked overtime.

16.02800 Management will notify the Chief Steward of all hiring of temporary employees. Such notice will include the following information: Name, classification in which the employee will work, pay scale to apply and estimated length of time to be worked. Management shall also notify the Chief Steward when such employment has been terminated.

16.03000 TEMPORARY HELP - OTHER THAN SUMMER TIME

16.03100 Temporary help other than summer time may be needed from time to time to do such work as cleaning up school grounds, hauling trash, moving school furniture, etc. In no case shall such employment exceed ten (10) working days. Hiring of temporary help other than summer time will be subjected to

notification in writing to the Chief Steward at the time of such hiring, and the notification shall include the following:

16.03110 Specific job to be accomplished.

16.03120 Number of employees to be hired.

16.03130 Starting date and approximate termination date.

16.03140 Wages to be paid and hours of work, or hours to be worked.

16.03150 In no case shall such employment exceed 65 working days from July 1 through June 30.

16.03200 Nothing in this Agreement on temporary help shall be used in such a manner as to eliminate the need for additional full-time positions, or provide a means whereby full-time positions are not filled when vacated.

16.04000 EMPLOYMENT OF REGULAR EMPLOYEES DURING THE SUMMERTIME

16.04100 All regular employees who do not work on a year round basis shall have priority to continue working in their class title position in the summertime if management determines such employment is needed. If such personnel refuses to continue to work during the summer months in their class title position, other regular employees working in the following groupings shall have priority according to seniority to work in jobs which fall within their groups for which they are qualified as follows:

16.04200 Transportation vehicle drivers, custodians, utility and stock clerks, light truck drivers, equipment operator, groundskeeper, security personnel, cafeteria employees, building maintenance helper, laundresses, and office employees.

16.04200 Pay for summer work by regular employees shall be at the beginning custodial rate unless the employee is continuing to work during the summer months in his/her class title position. In such cases the employee will receive his/her regular hourly rate of pay.

16.04300 Any ten-month employee who works during the summer time will have the ability to be absent one (1) day during the summer recess period. Any ten-month employee who works during the summer in his/her same classification will have the ability to be absent one (1) day for every four (4) weeks of work during the summer recess period. For purposes of this section only, employees working in more than one classification on or before February 1, 1998 are entitled to the provisions of the second sentence of this section.

16.05000 SUMMER DRAW PROCEDURE

16.05100 A list of available summer jobs will be posted at least five (5) days before the summer job draw.

16.05200 The Union will choose a minimum of six (6) Union representatives who will be entitled to be present at the summer job draw.

16.05300 Employees will be scheduled to attend the summer job draw in order of seniority.

ARTICLE 17: SAFETY PROVISIONS

- 17.01000 Management shall strive to make reasonable provisions for the safety of its employees during the hours of employment and the employees shall comply with all safety rules established. Those employees knowingly altering or dismantling safety devices or protective equipment or failing to utilize proper safety equipment shall be subject to discipline up to and including discharge in accordance with established contractual procedures.
- 17.02000 Management shall provide reasonable, safe and healthful working conditions and shall provide the necessary protective devices and other equipment to protect the employees from injury and sickness.
- 17.03000 No employee shall be ordered to or forced to use defective equipment of any nature when such defect could result in the employee's personal injury, or destruction of property, or injury to another person.
- 17.04000 Safety shall be the rule at all times, and any defects of equipment shall be reported to management immediately. Defective equipment adversely affecting safety shall be removed from service until it is repaired and can be used in a safe condition.
- 17.05000 Management shall provide directions for use of toxic and poisonous chemicals and proper storage for same in properly marked containers.
- 17.06000 No employee shall be required to perform any duties or work on a ladder or scaffold if he/she must stand five (5) feet or more from the floor or ground without the aid of a helper.
- 17.07000 No employee shall be required to install glass in outside windows without a helper where a ladder or scaffold is required.
- 17.08000 No employee shall be required to drive a vehicle that is unsafe or not road worthy. Employees who drive a vehicle and discover that it is unsafe or not roadworthy is to report in writing immediately to the supervisor that repairs are needed.
- 17.09000 In the event a driver is authorized to use a vehicle owned by the school district and is ticketed by any police department for defective equipment or any related infraction, management shall pay for the ticket and make every effort to clear the employee's driving record.
- 17.10000 Protective clothing shall be provided to personnel when they perform maintenance work that could result in soiling or staining beyond that which could normally be cleaned by a home laundry.
- 17.11000 There shall be a two (2) wheel dolly for each school. A four (4) wheel cart shall be provided for use at each school.

ARTICLE 18: MISCELLANEOUS

18.01000 CARE OF ANIMALS BROUGHT TO SCHOOL

18.01100 Cleaning the mess and litter caused by animals being housed or running loose in a classroom is not to be considered the normal duties of a custodian. When such situations occur, it is to be reported in writing to the principal and the custodial supervisor.

18.02000 PROVISIONS CONTRARY TO LAW

18.02100 If any provision of this Agreement shall be found contrary to law by a court of competent jurisdiction then such provision shall be deemed invalid, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

18.03000 CROSS TRAINING

18.03100 There will be a joint committee that will meet by April 15th of every year to determine if there is a need for cross training that year. Management reserves the right to make the final determination as to whether or not any training will be held.

18.03200 Any Local 3451 employee may participate in the training. There will be no compensation for participation in training sessions.

18.04000 NOTIFICATION TO UNION

18.04100 The Union shall be notified whenever the Board or its designee approves a Union employee's leave of absence or resignation.

ARTICLE 19: COMPENSATION

19.01000 PAY PROVISIONS

- 19.01100 Pay days are to be bi-weekly except when necessary to make payroll weekly to adjust to a new payroll schedule or to meet budgetary requirements.
- 19.01200 A memo explaining compensation of social security and retirement deductions shall be made available to all employees.
- 19.01300 All pay due employees in addition to regular and overtime pay shall be paid on separate checks (retroactive pay, vacation pay, etc.).
- 19.01400 All ten-month employees will have the option of selecting 21 or 26 pays. Ten-month employees will submit option prior to return to work in the fall.

19.02000 PAID HOLIDAYS

- 19.02100 All regular employees are entitled to the following holidays with time off with pay:
- Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Day before Christmas
 - Christmas Day
 - Extra Christmas Holiday (Scheduled by Employer)
 - Day before New Year's Day
 - New Year's Day
 - Martin Luther King Day
 - Good Friday
 - Memorial Day
 - Spring Recess Monday

19.02200 Those employees who work during the summer recess, Christmas recess and spring recess shall be entitled to the following additional holidays:

- Fourth of July
- Day after Christmas

19.02300 If a holiday falls on an off day for an employee, he/she shall receive either compensatory time off or one (1) day as holiday pay, at the option of the employer.

19.03000 PAY SCALE

19.03100 The pay scales set forth hereinafter shall be adhered to during the term of this contract.

19.03200 The first two steps of the negotiated hourly rates shall be considered as a trainee period. The employer shall have the right to employ a new employee who has skill and experience in a particular classification and may start that employee at the lowest rate above the trainee period rates for that classification. This shall not eliminate job posting or promotion from within.

19.04000 PAID VACATIONS

19.04100 Employees shall be granted paid vacation on the basis of the following:

6 through 12 months	one week (5 days)
1 through 5 years	two weeks (10 days)
6 through 14 years	two weeks plus one additional day for each year over five (5) years
15 years and over	four (4) weeks (20 days)

19.04200 Those employees who have served 15 years or more in the school district shall be granted three (3) additional days to be taken at the employee's discretion. Such days shall not be taken during the summer recess period. Such days are not accumulative. Employees shall receive prior approval from their immediate supervisor.

19.04300 For employees who have worked six (6) through twelve (12) months who resign or are terminated prior to July 1, vacation time shall be prorated on a monthly basis in accordance with the time the employee worked.

- 19.04400 For employees who have worked one (1) year or more who resign or are terminated prior to June 30, vacation time shall be prorated on a monthly basis in accordance with the time the employee worked.
- 19.04500 Employees who go on workers' compensation or short term disability shall maintain full vacation benefits during the first year of their disability up to July 1 of that year. If the employee continues on workers' compensation or short term disability after July 1 of the year of his/her disability, the employee shall be required to take an unpaid leave of absence and shall not be entitled to the accrual of vacation time during the period of his/her Board approved leave of absence.
- 19.04600 Vacation time shall be earned from the date of employment to the first succeeding July 1, and thereafter shall be computed only from July 1 to June 30 each year so long as the individual's employment continues.
- 19.04700 Vacation pay will be at the employee's current rate of pay at the time a vacation day is used. Ten (10) month employees will receive payment at the rate in effect on July 1 of the current school year (not the rate in effect on June 30 of the preceding school year).
- 19.04800 One and one-half (1 1/2) hours per pay period earned in vacation credits for those employees between January 1 and June 30. Employees shall have six (6) months experience before exercising vacation credits.

19.04900 VACATION SCHEDULING

- 19.04910 Vacations shall be granted at the discretion of the supervisor, taking into account the needs of the school district and the desires of the employee.
- 19.04920 By October 1 of each year, the administration will distribute to all employees a twelve-month calendar that designates, by department, the total allowable number of vacation days for each workday. Employees will be permitted to turn in vacation requests for the ensuing contract year by October 15. Vacation requests turned in by October 15 will be granted by seniority, within the allowances designated by the Administration. Vacation requests turned in after October 15 will be granted on a first-come, first-serve basis, within the allowances designated by the Administration.
- 19.04930 Employees who are not scheduled to work the entire regular work year shall be permitted to take one (1) vacation day per semester with prior approval of the supervisor taking into account the needs of the school district. The employee shall receive a day's normal earning for each day of vacation to which he/she is entitled at the

end of his/her annual work period for his/her employment. The number of months worked for each year of employment are to be totaled and divided by twelve (12) to obtain the actual number of years and months that are to be applied to the schedule shown under "Paid Vacation" for full-time regular employees.

19.04940 Request for time off other than vacations or as covered under the Sick Leave provisions shall be made at least seven (7) days in advance in writing and submitted to the supervisor.

19.05000 TRANSPORTATION VEHICLE DRIVERS AND BUS ATTENDANTS

19.05100 Because of the nature of the job requirements, the work schedule of the transportation vehicle drivers shall be flexible and not require continuous consecutive hours of work.

19.05200 FIELD TRIPS

19.05210 After completion of ninety (90) day probationary period, all transportation vehicle drivers and custodial/transportation vehicle drivers will be brought up to the average of the three (3) highest driver overtime hours.

19.05220 All field trips will be offered to the transportation vehicle drivers first if the field trip will result in at least one (1) additional hour over the transportation vehicle driver's regularly scheduled driving time. If a transportation vehicle driver or a custodial/ transportation vehicle driver refuses a trip, the overtime will be charged to that driver if the trip was offered twenty-four (24) hours prior to the trip, except when trips cannot be scheduled in advance of the required time.

19.05230 To be considered for Field Trips, bus drivers and certified bus drivers must sign up at the beginning of the workweek. All bus drivers on the list shall be assigned prior to the assignment of certified bus drivers. Certified bus drivers may be assigned when the trip does not interfere with their regular work schedule. Any bus driver that does not sign up will not be offered a field trip for that week and will have his/her overtime average out.

19.05240 All transportation vehicle drivers and custodial/transportation vehicle drivers will be listed separately on the Transportation Department's overtime list.

19.05250 All regular drivers shall be required to accept at least one (1) evening (after 6:00 p.m.) field trip per month if available. If a driver

refuses the first field trip offered to him/her in a given month, then he/she shall be required to accept the second field trip offered to him/her that same month. If the second trip is not offered to him/her in the same month, then he/she shall be required to take the first trip offered to him/her in the subsequent month.

19.05300 Employees driving a bus on a trip that will not allow them to make their regular day run, shall have the hours of their regular runs deducted from the field trip time in charging time worked. Transportation vehicle drivers shall be used for the employee's regular run if available.

19.05400 The transportation supervisor shall keep the Job Steward informed about the employees' extra driving time on field trips.

19.05500 ADDITIONAL RUNS

19.05510 All runs available because a regular driver is out sick, on leave, personal business day, field trip or shuttle run, shall be offered by seniority to those regular drivers who have signed up on a daily basis to be considered for additional runs provided it does not conflict with their regularly scheduled run.

19.05520 Any driver on site at the Sampson Building shall be considered as being available for additional runs and shall be expected to accept the additional time even though they did not make a formal request for a run.

19.05530 All regular drivers will be allowed to sign up as an alternate for drivers scheduled to take field trips. Those who sign up will be used on a seniority basis with the lowest overtime hours and will be charged the overtime hours. This will not interfere with previous trips assigned for that week.

19.05540 Substitute drivers shall not be allowed to take additional shuttle trips exceeding one (1) hour during the workday as long as there are regular transportation drivers available to take the trips.

19.05550 PAY CONSIDERATION FOR TRANSPORTATION VEHICLE DRIVERS DURING OVERNIGHT BUS TRIPS

19.05551 The Union and management shall arrange a special conference to work out a reasonable and satisfactory pay schedule for transportation vehicle drivers during their down time on overnight trips.

19.05560 When an employee is required to train transportation drivers who are employees of another employer, he/she shall be paid at one and one-half (1 1/2) times his/her regular hourly rate of pay for all time spent training the outside drivers.

19.05570 Additional runs that develop after the beginning of the school year will be assigned by management with the intent that wherever possible drivers will not be assigned to more than one (1) bus, i.e., special education driver taking general education runs. In a case where two (2) or more drivers could be assigned the additional runs, the initial pick will be given to the most senior driver first.

19.05580 Bus attendants will be assigned additional runs based on seniority provided the run doesn't conflict with their present schedule.

19.05600 INITIAL RUNS

19.05610 Initial bus runs will be bid on the basis of seniority. One (1) week prior to the selection of runs, a summary of all bus schedules will be forwarded to the Transportation Department Steward for review. Additionally, a copy of each run will be posted in the Sampson Building.

19.05620 Bus attendants shall select their runs in the same manner.

19.06000 STUDENT WORKERS

19.06100 The Board of Education may assign students to work in the various departments with classified personnel as part of the educational work experience program. The assignment of such work is not to replace or reduce the employment of the regular scheduled staff. Hourly pay, fringe benefits etc., for work performed by the students involved shall be expected from the hourly pay schedule and the fringe benefits that apply to the employment of the regular employees covered under the contract.

19.07000 SALARY SCHEDULE

19.07100 Beginning November 1, 1998, employees shall be paid on an annualized salary basis. All salary adjustments to the next year's rate shall be made on November 1 of each year. Employees hired between November 1 and April 30 of a contract year shall be placed on the next year's rate the following November 1. Employees hired between May 1 and October 31 of a contract year shall remain on the same year's rate the following November 1.

19.07200 A special conference with Union and administrative representatives will be held to develop a plan for converting bus drivers from hourly to salary.

19.07300 Each employee shall elect once each year when requested by the Administration one of the following pay options with respect to payment of his/her annual contracted salary:

19.07310 twenty-one (21) equal bi-weekly pays; or

19.07320 twenty-six (26) equal bi-weekly pays.

19.08000 BUILDING MONITORS

19.08100 Building monitors who work to provide security at extra-curricular events after their regular work shift shall be compensated \$1.50 per hour in addition to their regular rate of pay.

ARTICLE 20: TUITION REIMBURSEMENT

- 20.01000 The Board will reimburse regular, non-probationary employees working twenty-five (25) hours or more per week one-half (1/2) the cost for tuition and books for college or vocational courses subject to the following terms and conditions:
- 20.01100 Approval for such course/s must be requested from the Director of Personnel in writing at least two (2) weeks prior to the start of the course/s.
 - 20.01200 Only those course/s which are clearly related to the employee's area of responsibility or other area within a Local 3451 bargaining unit and which are of a direct, measurable benefit to the school district shall be approved.
 - 20.01300 No more than six (6) hours per fiscal year shall be approved for any one (1) employee.
 - 20.01400 Reimbursement shall be limited to no more than forty dollars (\$40.00) per credit hour and twenty-five dollars (\$25.00) per credit hour for books not to exceed eighty dollars (\$80.00) per year.
 - 20.01500 The aforementioned reimbursement will be in the form of a loan to the employee.
 - 20.01600 The loan will be excused at the rate of twenty-five percent (25%) per year.
 - 20.01700 If the employee terminates his/her employment with the school district before working four (4) years from the date of the loan, the amount outstanding shall become immediately due and payable. The employee will sign an agreement to this affect.
 - 20.01800 In addition, an employee will not be eligible for the tuition and books reimbursement if he/she is receiving reimbursement from any other governmental source.
 - 20.01900 Reimbursement shall be made at the conclusion of the course/s upon proof of successful completion of the course/s made to the Personnel Office.

ARTICLE 21: INSURANCE

21.01000 INSURANCE COVERAGE

21.01100 LIFE INSURANCE

- 21.01110 Employees working twenty-five (25) hours or more per week during normal school year shall have the premiums paid by the employer for \$10,000 of term life insurance for twelve (12) months. Employees working less than twenty-five (25) hours per week during normal school year shall have the premiums paid by the employer for \$5,000 of term life insurance for twelve months.

21.01200 HEALTH INSURANCE

- 21.01210 The employer shall provide without cost to all regular employees who work forty (40) hours a week Blue Cross-Blue Shield MVF-I with Master Medical Plan full family health insurance coverage, or a plan equal to or better, with \$2.00 deductible prescription drug rider for a twelve (12) month period provided the employee works at least the entire school year. For regular employees working at least twenty-five (25) hours per week, the coverage shall be prorated according to the amount of time worked. For regular employees working twenty-five (25) through thirty (30) hours per week, the Employer shall provide 75% of the cost of the aforementioned health insurance coverage. For regular employees working thirty-one (31) through thirty-five (35) hours per week, the Employer shall provide 87.5% of the cost of the aforementioned health insurance coverage. For regular employees working thirty-six (36) through forty (40) hours per week, the Employer shall provide 100% of the cost of the aforementioned health insurance coverage.

21.01300 DENTAL INSURANCE

- 21.01310 The employer shall provide without cost to all employees Delta Dental Plan C, or a plan equal to or better, dental insurance, 50% cost in Class I and II and orthodontic rider 0-1, 50% of the cost in Class III.

21.01400 OPTICAL INSURANCE

- 21.01410 The Employer shall provide without cost to all employees single subscriber optical insurance. Employees may elect to pay the additional funds necessary to be provided with full family coverage.

- 21.01500 Sickness and disability insurance coverage through a carrier selected by the Board shall be provided as follows:
- 21.01510 Regular employees who work twenty-five (25) hours or more a week on a year around basis shall qualify and have their premiums paid for by management.
 - 21.01520 Regular employees who work twenty-five (25) hours or more a week shall qualify and have their premiums paid for by management during their months of regular employment. The employees are responsible for payment of premiums during the months that they are not regular employees of the school district.
 - 21.01530 Employees shall receive benefits, as the result of injury or illness, for absence beginning with the 20th day to a maximum of fifty-two (52) weeks, provided the employee becomes totally and continuously disabled as a result of bodily injury or sickness and such disability requires the regular and personal attendance of a licensed physician and prevents the insured employee from performing any and every duty of his/her occupation.
 - 21.01540 After termination of any disability where the insured employee was entitled to benefits, he/she again becomes disabled due to the same or related cause, such later period of disability will be treated as a continuation of the previous period of disability unless he/she had completely recovered from the previous disability and was continuously and actively employed for at least two (2) weeks after termination of the previous disability.
 - 21.01550 No benefits shall be payable for any disability which results from or is caused, directly or indirectly, by any of the following causes.
 - 21.01551 Self-inflicted injury, while sane or insane.
 - 21.01552 Insurrection or war, whether war be declared or not, or any act or incident thereto, or participation in any riot.
 - 21.01553 Pregnancy, including childbirth, abortion or miscarriage.
 - 21.01560 Benefits shall be limited to 66 2/3% of the employee's regular weekly salary up to a maximum of \$180.00/week. In addition to said benefits an employee may receive the difference between said benefits and his/her regular weekly wage deductible from accumulated sick leave. However, the employee shall not receive benefits and sick leave payments totaling more than his/her regular weekly wage.

21.01600 The school is not responsible for benefits available under any of the foregoing insurance coverage for any period when the employee is not covered by the carrier.

21.01700 MISCELLANEOUS INSURANCE COVERAGE PROVISIONS

21.01710 All benefits available to employees as outlined in this Article shall be provided subject to the rules and regulations of the underwriters and/or carriers. The employer will annually publish requirements of insurance carriers.

21.01720 Any prorated premiums required in addition to the amount contributed by the employer shall be deducted from the employee's paycheck.

21.01730 Coverage shall commence upon determination of eligibility by the insurer, but no later than thirty (30) days after the employee's first day of service.

21.01740 The employer's premium contributions shall terminate whenever the employee is on unpaid leave, layoff, terminates employment, or is otherwise not engaged in active employment with the district, except as provided herein.

21.01750 If an employee is on layoff or an unpaid leave of absence, he/she shall be afforded the opportunity to continue his/her health care coverage by paying the premiums for said coverage subject to the rules, limitations and regulations of the carrier and the school district.

21.02000 OCCUPATIONAL DISABILITY

21.02100 During the life of this Agreement, any employee in any work classification in this bargaining unit who has been incapacitated at his/her regular work by injury or disease arising out of and in the course of his/her employment for the school district to the extent whereby he/she cannot carry out the duties of his/her work assignment shall be assigned to other existing employment in line with the seniority provisions of the Agreement that he/she can effectively carry out provided the employee has exhausted his/her sick leave and Worker's Compensation Benefits.

21.03000 ACCIDENTS AND WORKER'S COMPENSATION

21.03100 All accidents shall be reported to management as soon as possible. If any employee becomes injured on the job during working hours, and needs

immediate medical attention, it shall be management's responsibility to arrange for such injured employee to be transported to a doctor's office or hospital where proper medical attention can be received. It shall be the responsibility of management to fulfill the requirements as outlined by Statute for Employees in regard to Worker's Compensation Insurance.

ARTICLE 22: MEMORANDA OF UNDERSTANDING

22.01000 ARTICLE 21 INSURANCE

22.01100 The Board and the Union will form a joint study committee to review all insurance proposals, health and/or dental, submitted to ensure that any insurance purchased is equal to or better than existing.

22.02000 HOLIDAY INCREASE

22.02100 The Board agrees that in the event Martin Luther King Day is made a holiday for other organized employee groups, Local 3451 shall also be given said day as a holiday.

22.03000 POSITION QUALIFICATIONS

22.03100 A joint Board and Union committee will be formed to review qualifications for all present positions when said qualifications are materially revised or altered from the prior posting. The qualifications as reviewed or altered will remain the same for the duration of the Agreement.

22.04000 TRANSPORTATION

22.04100 A committee consisting of administration, transportation drivers and the Chief Steward shall be formed within five (5) days of ratification to develop recommendations addressing field trip concerns. Primary emphasis will be given to assuring regular daily runs, transporting students to and from school are covered. Additionally, the committee will recommend alternatives for reducing the cost of field trips. Recommendations will be submitted for review and ratification by October 31, 1989.

ARTICLE 23

23.01000 The Union does acknowledge that the parties shall agree to all outstanding letters of understanding and that they will be made part of this contract.

ARTICLE 24: DURATION OF AGREEMENT

24.01000 TERMINATION CLAUSE

24.01100 This contract shall be in full force and effect from November 1, 1997 through October 31, 2000 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate such contract is served by the School Board or the Agent for the Employees upon the other at least sixty (60) days prior to date of expiration. However, the salary schedules shall be retroactive to compensate individuals for services performed since November 1, 1997. Salary schedules for 1999-00 shall be subject to the collective bargaining process.

24.01200 It is further provided that where no such cancellation or termination notice is served and the School Board or the Agent for the Employee desire to continue such Work Policy, but also desire to negotiate changes or revisions in this contract, either may serve upon the other a notice at least sixty (60) days prior to October 31, 2000, advising that such contract is to be continued but that negotiations are requested to change specified terms or conditions of such agreement.

LETTERS OF AGREEMENT

SUMMER OVERTIME HOURS

The undersigned parties on behalf of the Union and the Board of Education respectively, hereby agree that overtime assignments made during the summer months, from July through August 31 of each year, shall not be charged against the employee working that overtime for purposes of balancing the overtime hours throughout the year.

Only overtime assignments made from September 1 through June 30 shall be charged to an employee for purposes of keeping overtime within each department as uniform as possible in a given school year. As of September 1 of each year all employees shall have no overtime hours charged.

This agreement applies to ten month employees only who work during the summer.

(Original signatures on file.)

TRANSPORTATION DEPARTMENT

The following procedures are offered as a resolution to the Punch In-Punch Out Transportation Grievance of 1986.

1. Each general education transportation driver / bus aide will be given their scheduled runs prior to students reporting.
2. The driver will be paid the time scheduled for each run.
EXAMPLE: A driver / bus attendant with an a.m. run of 7:00 to 9:00 will be paid for two hours.
3. Should the driver return to the garage prior to the scheduled termination of the run, they may punch out at ten (10) minutes to the hour and still receive pay for the full run:
EXAMPLE: a.m. run of 7:00 to 9:00, driver return at 8:50 a.m., they may punch out and leave the building and still receive two hours pay.
Drivers returning earlier than ten (10) minutes will be expected to use the time to clean their buses.
4. Drivers who return after the scheduled termination of their run will only be compensated for the time if it exceeds seven (7) minutes, in which case it will be computed in the following manner:

<u>Amount of Time Worked</u>	<u>Time Allowed for Pay</u>
0 to 7 minutes	No time allowed
8 to 22 minutes	15 minutes allowed
23 to 37 minutes	30 minutes allowed
38 to 52 minutes	45 minutes allowed
53 to 67 minutes	1 hour allowed

As in the past, the supervisor must approve/initial the time card in order to receive the additional pay.

5. All runs will be adjusted as needed, with eligibility for benefit revision, excluding health insurance premiums occurring two weeks after the change is instituted.
6. Health insurance premiums will be adjusted three times each school year: October 1, January 31 and June 1. If at the end of each period the employee is entitled to a credit, the premium deduction for the next period will be reduced on a prorated basis by that amount. If a charge is owed, it will likewise be prorated over the next period resulting in an increase in premium withholding.
7. Special Education runs will be adjusted as needed during the school year but will be handled in the same manner as described in numbers 2, 3, and 4.
8. When a driver is assigned a punch in-punch out time other than on the quarter hour, the extra minutes will be added up at the end of the week, provided that the driver punches out at that time.

The undersigned parties hereby agree that these procedures will become effective Monday, November 23, 1987 and shall serve as total resolution of the Punch In-Punch Out Transportation Grievance.

(Original signatures on file.)

LETTER OF UNDERSTANDING

The undersigned parties hereby agree that an employee who qualifies, under Article 13 (Retirement), for a paid up life insurance policy, pursuant to Section 13.01200, shall have the following options:

1. If an employee qualifies for a \$10,000 paid up life insurance policy, he/she shall have the option to take instead a \$2,500 one-time, lump sum cash payment.
2. If an employee qualifies for a \$5,000 paid up life insurance policy, he/she shall have the option to take instead a \$1,250 one-time , lump sum cash payment.

Acceptance of a cash payment in either of the above options shall relieve the school district from any further responsibility to provide paid up life insurance for the employee. All employees qualifying for paid up life insurance or the single payment option shall be required to make their selection in writing on a form provided by the Employer prior to the effective date of their retirement.

This Letter of Understanding shall be retroactive to July 1, 1984 and shall be applicable to all employees retiring between that date and the date this Letter of Understanding is executed by both parties. These employees shall have ten (10) days after notification of the option to make their decision in writing as to whether they want to have the paid up life insurance policy or the one-time, lump sum payment.

(Original signatures on file.)

SALARY SCHEDULES

**1997-98 Schedule A
Maintenance Department**

	1st 6 Mo. Rate	2nd 6 Mo. Rate	2nd Year Rate	3rd Year Rate	4th Year Rate
Carpenter, Electrician, Plumber, Painter, Boiler Operator, Maintenance Mechanic, Equipment Operator, Skilled Maintenance	15.35	15.62	15.85	16.15	16.42
Stock Clerk, Light Truck Driver, Groundskeeper	14.74	15.01	15.18	15.47	15.76
Maintenance Helper	12.89	13.20	13.40	13.70	13.88
Building Engineer	15.77	16.04	16.28	16.61	16.85

The Board of Education agrees to provide each maintenance employee with three (3) uniforms per year with the choice of color and style to be determined by the Employer. Laundry service will be provided once per week. Wearing of uniforms shall be mandatory by each employee.

**1997-98 Schedule B
Custodial Department**

	1st 6 Mo. Rate	2nd 6 Mo. Rate	2nd Year Rate	3rd Year Rate	4th Year Rate
Custodian, Custodial / Security, Laundry Operator	12.89	13.20	13.40	13.70	13.88
Building Monitor	9.64	9.96	10.16	10.46	11.38
Pool Attendant, Elementary Head Custodian	13.86	14.13	14.39	14.66	14.88
Middle School Head Custodian	14.10	14.36	14.41	14.83	15.08
High School Head Custodian	14.26	14.53	14.82	15.08	15.36

The shift premium for custodians working on weekends, as part of their regular assignment, shall be 50¢ per hour for all hours worked per week.

**1997-98 Schedule C
Transportation Department**

	1st 6 Mo. Rate	2nd 6 Mo. Rate	2nd Year Rate	3rd Year Rate	4th Year Rate
Vehicle Driver	12.88	13.20	13.40	13.70	13.88
Transportation Mechanic Chief	16.15	16.42	16.65	16.83	17.09
Transportation Mechanic	15.35	15.61	15.85	16.15	16.41
Bus Aide	8.30	8.57	9.09	9.65	9.95

The Board of Education agrees to provide each transportation mechanic only with three (3) uniforms per year with the choice of color and style to be determined by the Employer. Laundry service will be provided once per week. Wearing of uniforms shall be mandatory by each employee.

The shift premium for the Transportation Mechanic Chief working on weekends, as part of their regular assignment, shall be paid 50¢ per hour for all hours worked per week.

1997-98 Schedule D
Secretarial Department

	1st 6 Mo. Rate	2nd 6 Mo. Rate	2nd Year Rate	3rd Year Rate	4th Year Rate
Administrative Secretary (S-1)	12.64	13.14	13.59	14.04	14.50
Bookkeeper (B-1)	12.61	13.02	13.53	14.13	14.48
Assistant Bookkeeper (B-2)	11.92	12.34	12.85	13.30	13.80
Elementary Secretary (E-3), Keypunch Operator (K-4)	11.80	12.26	12.72	13.20	13.62
Secretary (S-5), Assistant Secretary (S-6), Data Terminal Operator (D-11)	11.72	12.17	12.62	13.11	13.58
Telephone Switchboard Operator (T-7)	10.90	11.26	11.67	12.12	12.60
Library Clerk (L-8)	11.38	11.80	12.26	12.72	13.20
Library Aide (L-9)	10.72	11.14	11.50	11.92	12.34
Clerk (C-10)	10.64	11.00	11.38	11.85	12.22

**1997-98 Schedule E
Cafeteria Department**

	1st 6 Mo. Rate	2nd 6 Mo. Rate	2nd Year Rate	3rd Year Rate	4th Year Rate
Cafeteria Chief	11.19	11.38	11.56	11.72	11.89
Contracted Cook	9.84	10.03	10.20	10.34	10.52
Cook, Money Handler	9.25	9.46	9.61	9.76	9.93
Driver	12.88	13.20	13.40	13.70	13.88

Two (2) complete uniforms per year per employee will be provided to each employee by the employer. The employer will select the color and style. The employer will reimburse each employee up to eighty (\$80) dollars total for the two uniforms upon presentation of the appropriate proof of purchase to the supervisor. In addition, the employer will provide each cafeteria employee with six (6) aprons selected by the employer. Wearing of uniforms shall be mandatory. Laundering/cleaning shall be the responsibility of the employee.

Employees who have become certified food service persons on a program approved by the employer shall be paid \$.25 more per hour upon completion of said program. Proof of completion must be provided to the Personnel Office.

A wage increase for those persons working the Summer C.S.A. feeding program shall be equal to the percent of increase in lunch prices allowed the school district by C.S.A. or to the percentage wage increase negotiated for other Local 3451 employees, whichever is greater. The increases will be computed on the salary schedule for the Summer Feeding Program.

**1998-99 Schedule A
Maintenance Department**

	1st Year Rate	2nd Year Rate	3rd Year Rate	4th Year Rate
Carpenter, Electrician, Plumber, Painter, Boiler Operator, Maintenance Mechanic, Equipment Operator, Skilled Maintenance	32,864 15.80	33,634 16.17	34,258 16.47	34,840 16.75
Stock Clerk, Light Truck Driver, Groundskeeper	31,554 15.17	32,198 15.48	32,822 15.78	33,446 16.08
Maintenance Helper	27,685 13.31	28,434 13.67	29,058 13.97	29,453 14.16
Building Engineer	33,758 16.23	34,549 16.61	35,235 16.94	35,755 17.19

All annual salaries in Schedule A are based on a total of 2,080 hours.

The Board of Education agrees to provide each maintenance employee with three (3) uniforms per year with the choice of color and style to be determined by the Employer. Laundry service will be provided once per week. Wearing of uniforms shall be mandatory by each employee.

**1998-99 Schedule B
Custodial Department**

	1st Year Rate	2nd Year Rate	3rd Year Rate	4th Year Rate
Custodian, Custodial / Security, Laundry Operator	27,685 Hourly	28,434 13.67	29,058 13.97	29,453 14.16
Building Monitor (High School)	13,465 Hourly	13,950 10.36	14,367 10.67	15,633 11.61
Building Monitor (Middle School)	12,830 Hourly	13,292 10.36	13,690 10.67	14,896 11.61
Building Monitor (Project Education)	13,070 Hourly	13,541 10.36	13,946 10.67	15,174 11.61
Pool Attendant, Elementary Head Custodian	29,702 Hourly	30,534 14.68	31,096 14.95	31,574 15.18
Middle School Head Custodian	30,202 Hourly	30,576 14.70	31,470 15.13	31,990 15.38
High School Head Custodian	30,555 Hourly	31,450 15.12	31,990 15.38	32,594 15.67

Annual salaries for Building Monitors are based on a total of 1,346.5 hours for the High School, 1,283 hours for the Middle School, and 1,307 hours for Project Education.
All other annual salaries in Schedule B are based on a total of 2,080 hours.

The shift premium for custodians working on weekends, as part of their regular assignment, shall be 50¢ per hour for all hours worked per week.

**1998-99 Schedule C
Transportation Department**

	1st Year Rate	2nd Year Rate	3rd Year Rate	4th Year Rate
Vehicle Driver	Hourly 13.30	13.67	13.97	14.16
Transportation Mechanic Chief	Salary Hourly 34,549 16.61	35,318 16.98	35,714 17.17	36,254 17.43
Transportation Mechanic	Salary Hourly 32,843 15.79	33,634 16.17	34,258 16.47	34,819 16.74
Bus Aide	Hourly 8.61	9.27	9.84	10.15

Annual salaries for Transportation Mechanic Chief and Transportation Mechanic are based on a total of 2,080 hours.

The Board of Education agrees to provide each transportation mechanic only with three (3) uniforms per year with the choice of color and style to be determined by the Employer. Laundry service will be provided once per week. Wearing of uniforms shall be mandatory by each employee.

The shift premium for the Transportation Mechanic Chief working on weekends, as part of their regular assignment, shall be paid 50¢ per hour for all hours worked per week.

1998-99 Schedule D
Secretarial Department

	1st Year Rate	2nd Year Rate	3rd Year Rate	4th Year Rate
Administrative Secretary (S-1)	Salary Hourly 27,352 13.15	28,829 13.86	29,786 14.32	30,763 14.79
Bookkeeper (B-1)	Salary Hourly 27,186 13.07	28,704 13.80	29,973 14.41	30,722 14.77
Assistant Bookkeeper (B-2)	Salary Hourly 25,570 12.38	27,269 13.11	28,226 13.57	29,286 14.08
Elementary Secretary (E-3), Keypunch Operator (K-4)	Salary Hourly 21,515 12.28	22,723 12.97	23,582 13.46	24,335 13.89
Secretary (S-5), Assistant Secretary (S-6), Data Terminal Operator (D-11)	Salary Hourly 21,339 12.18	22,548 12.87	23,424 13.37	24,265 13.85
Telephone Switchboard Operator (T-7)	Salary Hourly 23,525 11.31	24,752 11.90	25,709 12.36	26,728 12.85
Library Clerk (L-8)	Salary Hourly 20,726 11.83	21,918 12.51	22,723 12.97	23,582 13.46
Library Aide (L-9)	Salary Hourly 19,535 11.15	20,551 11.73	21,304 12.16	22,058 12.59
Clerk (C-10)	Salary Hourly 22,963 11.04	24,149 11.61	25,147 12.09	25,917 12.46

Annual salaries for S-1, B-1, B-2, T-7, and C-10 are based on a total of 2,080 hours.
Annual salaries for E-3, K-4, S-5, S-6, D-11, L-8, and L-9 are based on a total of 1,752 hours.

**1998-99 Schedule E
Cafeteria Department**

		1st Year Rate	2nd Year Rate	3rd Year Rate	4th Year Rate
Cafeteria Chief	Salary Hourly	19,245 11.51	19,713 11.79	19,980 11.95	20,281 12.13
Contracted Cook	Hourly	10.14	10.40	10.55	10.73
Cook, Money Handler	Hourly	9.55	9.80	9.96	10.13
Driver	Salary Hourly	15,960 13.30	16,404 13.67	16,764 13.97	16,992 14.16

Annual salaries for Cafeteria Chief are based on a total of 1,672 hours.
Annual salaries for Driver are based on a total of 1,200 hours.

Two (2) complete uniforms per year per employee will be provided to each employee by the employer. The employer will select the color and style. The employer will reimburse each employee up to eighty (\$80) dollars total for the two uniforms upon presentation of the appropriate proof of purchase to the supervisor. In addition, the employer will provide each cafeteria employee with six (6) aprons selected by the employer. Wearing of uniforms shall be mandatory. Laundering/cleaning shall be the responsibility of the employee.

Employees who have become certified food service persons on a program approved by the employer shall be paid \$.25 more per hour upon completion of said program. Proof of completion must be provided to the Personnel Office.

A wage increase for those persons working the Summer C.S.A. feeding program shall be equal to the percent of increase in lunch prices allowed the school district by C.S.A. or to the percentage wage increase negotiated for other Local 3451 employees, whichever is greater. The increases will be computed on the salary schedule for the Summer Feeding Program.

SIGNATURES

The above contract has been negotiated by the Willow Run Board of Education and Local 3451, AFSCME, AFL-CIO and the Union as the Agent and Representative of Transportation, Clerks and Secretaries, Custodial and Maintenance, and Cafeteria employees in the Willow Run Community School District, approves and recommends the same.

A.F.S.C.M.E. Local 3451

BOARD OF EDUCATION

By Oliver J. Green
Its Chapter Chair

By Clifford Smith
Its President

By Angela M. Fobes
Its Chief Negotiator 11-11-98

By Claudette Brant
Its Secretary

By [Signature]
Its Executive Board Member

By John Silva
Its Chief Negotiator

By Peggy Jackson
Its Executive Board Member

By Harlene K. Bentley
Its Executive Board Member

By Barbara Hughes
Its Executive Board Member

By Charles Whitaker
Its Executive Board Member

By Ricky Bentley
Its Executive Board Member

