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**AGREEMENT**  
**Between**  
**CHIPPEWA HILLS SCHOOL DISTRICT**  
**And**  
**CHIPPEWA HILLS SCHOOL EMPLOYEES**  
**CHAPTER OF LOCAL #1904**  
**Affiliated With**  
**Michigan Council #25**  
**AFSCME AFL - CIO**

*Chippewa Hills Public School*

**Effective Date: October 1, 1996**  
**Ratification Date: May 29, 1997**  
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# TABLE OF CONTENTS

AGREEMENT.....	1
ARTICLE 1 PURPOSE AND INTENT .....	1
ARTICLE 2 NON-DISCRIMINATION.....	1
ARTICLE 3 UNION RECOGNITION.....	1
ARTICLE 4 BOARD RIGHTS .....	2
ARTICLE 5 UNION SECURITY .....	2
ARTICLE 6 UNION DUES AND CHECK-OFF PROCEDURES .....	3
ARTICLE 7 UNION REPRESENTATION .....	3
ARTICLE 8 SPECIAL CONFERENCES .....	4
ARTICLE 9 GRIEVANCE PROCEDURE .....	4
ARTICLE 10 DISCHARGE, SUSPENSION OR DISCIPLINE.....	6
ARTICLE 11 SENIORITY .....	6
ARTICLE 12 LAYOFF AND RECALL .....	7
ARTICLE 13 JOB POSTING AND BIDDING PROCEDURES .....	8
ARTICLE 14 NEW POSITION.....	11
ARTICLE 15 TEMPORARY ASSIGNMENTS.....	11
ARTICLE 16 SUPERVISORS.....	11
ARTICLE 17 CONTRACTING AND SUB-CONTRACTING .....	12
ARTICLE 18 EFFECTS OF LEGISLATION.....	12
ARTICLE 19 SUCCESSOR'S CLAUSE.....	12
ARTICLE 20 AGREEMENT OF UNDERSTANDING.....	13
ARTICLE 21 STRIKES AND WORK STOPPAGES.....	13
ARTICLE 22 LEAVES OF ABSENCE .....	13
ARTICLE 23 WORK DAYS AND HOURS .....	14
ARTICLE 24 DRIVER EXTRA TRIPS AND ADDED TIME .....	15
ARTICLE 25 TIME AND ONE-HALF AND DOUBLE TIME.....	16
ARTICLE 26 EQUALIZATION OF OVERTIME HOURS.....	16
ARTICLE 27 HOLIDAY PROVISIONS .....	16
ARTICLE 28 VACATION .....	17
ARTICLE 29 VACATION PERIOD .....	17
ARTICLE 30 SICK LEAVE.....	18
ARTICLE 31 WORKER'S COMPENSATION .....	19
ARTICLE 32 FUNERAL LEAVE.....	19
ARTICLE 33 SCHOOL CLOSING .....	19
ARTICLE 34 HEALTH, DENTAL AND DISABILITY INSURANCE .....	20
ARTICLE 35 PAY PERIOD AND PAY DAY .....	21
ARTICLE 36 RETROACTIVITY.....	22
ARTICLE 37 CLASSIFICATIONS, POSITIONS AND RATES.....	23
ARTICLE 38 EXPENSES AND REIMBURSEMENT .....	25
ARTICLE 39 MISCELLANEOUS PROVISIONS.....	25
ARTICLE 40 TERMINATION AND MODIFICATION.....	27
LETTERS OF AGREEMENT .....	29

## AGREEMENT

This agreement entered into on this 29th day of May, 1997 between the Chippewa Hills Schools (hereinafter referred to as the "EMPLOYER") and Chippewa Hills Schools Employees Chapter of Local #1904, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

### ARTICLE 1. PURPOSE AND INTENT

It is the purpose of this agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

### ARTICLE 2. NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principals involved in the area of civil rights. Accordingly, both parties reaffirm by this agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or age. Determination of compliance with this clause shall be exclusively the province of the courts and appropriate tribunals as provided by law and shall not be the basis for any grievance under this agreement.

### ARTICLE 3. UNION RECOGNITION

(A) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, and pursuant to the Michigan Employment Relations Commission's certification #R72 J-354, dated December 4, 1972, the employer does hereby recognize the union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this agreement of all employees of the employer as hereinafter described.

"All non-teaching employees including teacher aides, playground supervisors and cafeteria supervisors but excluding confidential employees and supervisors as determined by the Commission."

(B) The employer agrees not to negotiate with any other organization of non-teaching employees other than the union as the sole and exclusive bargaining agent for the duration of this agreement; provided, however, nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted, provided such adjustment is not inconsistent with the terms of this agreement; and provided further, that the union or its designated representative had been given an opportunity to be present at such adjustment.

(C) Temporary Employees: Employees hired for a specific short-term duration (not to exceed six (6) months) shall be considered as temporary employees and they shall not replace or displace regular bargaining unit employees nor deprive regular employees of hours, wages, or employment benefits provided under this collective bargaining agreement. The employer agrees not to make a series of temporary hires for the purpose of filling a regular bargaining unit position provided for in the school budget. A temporary employee who works longer than six (6) months shall become a regular employee.

#### ARTICLE 4. BOARD RIGHTS

It is recognized that Michigan law makes the Board of Education legally responsible for the operations of the Chippewa Hills School System in all respects. Except as otherwise specifically provided herein, the management of the schools and the direction of the work force, including, but not limited to the rights to hire, discipline or discharge, to decide qualifications for hiring, to transfer, assign and promote, to layoff for lack of work or funds, to make reasonable rules and regulations for the work and conduct of employees, to determine schedules of work, to subcontract, and to determine the methods, processes and manner of performing work, are vested exclusively in the employer. The employer and its administrative staff shall be free to exercise all such rights and authority permitted by law, provided only that no such action shall violate any of the express terms of this agreement.

#### ARTICLE 5. UNION SECURITY

(A) Employees covered by this agreement at the time it becomes effective and who are members of the union at the time shall be required as a condition of continued employment to continue membership in the union for the duration of this agreement (or pay to the union, through the check-off procedure, a service fee for representation in lieu of monthly Union membership dues.)

(B) All employees who are not members of the union on the effective date of this agreement and all future employees within the bargaining unit shall either become members of the union as above defined or shall as long as they remain a non-member pay to the union through the check-off procedure, a service fee for representation (in lieu) of regular monthly union membership dues as a condition of continued employment. New employees hired into the unit after the effective date of this agreement shall on or before the sixtieth (60th) day of their employment, become a member of the union (or tender the service fee amount).

(C) Employees who fail to comply with the above requirement shall be discharged by the employer within thirty (30) days after receipt of written notice to the employer from the union, unless the employer is otherwise notified by the union in writing within said thirty (30) days that the employee has complied with the above requirement and paid all arrearages.

(D) The service fee shall be an amount equal to the regular monthly union membership dues unless the non-union employee shall state in writing to the union that they object to political or ideological

expenditures of the union. In such case, the individual shall be entitled to the use of the rebate procedure outlined in Article IX, Section 11 of the AFSCME International Constitution.

(E) The union agrees to assume the defense of any suit or action brought against the employer or its agent regarding this article of the agreement. The union further agrees to indemnify the employer of any reasonable costs and damages which may be assessed as a result of said suit or action.

#### **ARTICLE 6. UNION DUES AND CHECK-OFF PROCEDURES**

(A) During the life of this Agreement, the Employer agrees to deduct Union dues or the service fee levied in accordance with the Constitution and By-Laws of the Union from the second pay of the month of each employee who executed an Authorization for Check-off of Dues or Service Fee form.

(B) Deductions shall be from the second pay of the month and remitted to the designated financial officer of Council #25, AFSCME, AFL-CIO, with a list for whom dues have been deducted, new employees added, and employees for whom dues were not deducted and the reason why, within ten (10) days after the deductions were made.

(C) The Union agrees to save and hold the Employer harmless from any legal claims, suits, or other forms of liability that may arise from this section and to indemnify the Employer for any costs, expenses, and/or damages.

#### **ARTICLE 7. UNION REPRESENTATION**

(A) The Union shall be represented by a Local President, Local Secretary, Chief Steward and one (1) negotiating committee member from each classification.

(B) In the absence of a steward, the Local President or the Chief Steward may handle a complaint and/or grievance at the discretion of the Local President.

(C) The Local President, Chief Steward, and Stewards shall not lose time or pay for authorized time spent investigating complaints and/or handling grievances, attending authorized meetings with the Employer or participating in negotiation sessions scheduled during regular working hours. Members of the bargaining committee will not lose time as the result of bargaining sessions during regular working hours.

(D) No officer or steward shall leave his job without first receiving authorization from their immediate supervisor. The immediate supervisor shall grant the necessary time off for such duties unless to do so would conflict with the immediate job or program then required; provided however, the immediate supervisor will grant the necessary time as soon as possible.

(E) The Union shall furnish the Employer with a list of the officers, stewards and members of the bargaining committee and any changes thereof.



(F) For all discipline conferences or investigatory interviews, the members and/or their union representative shall be allowed time off with pay to be present at such meetings when the meeting is scheduled during their regular working hours.

#### ARTICLE 8. SPECIAL CONFERENCES

Special conferences for important matters may be arranged between either the Local President or the Chief Steward and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and at least two representatives of management. 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 conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreed time. The members of the Union shall not lose time or pay for time spent in such special conferences.

#### ARTICLE 9. GRIEVANCE PROCEDURE

(A) A grievance is defined as a dispute regarding the meaning, interpretation, application or alleged violation of the terms and/or provisions of this Agreement or of terms or conditions of employment.

(B) In order to be a proper subject for the grievance procedure, the grievance must be submitted within ten (10) working days from the date of occurrence, knowledge of its occurrence by the employee and/or the Union, or from the date the employee or Union could reasonably have been expected to have had knowledge of the occurrence.

(C) Any grievance not answered by the Employer within the time limits herein provided shall be deemed denied by the Employer. However, said denial shall not foreclose the Union's or grievant's right to proceed to the next step of the grievance procedure in a timely fashion.

(D) Any grievance not appealed by the Union in writing within the time limits shall be deemed settled on the basis of the Employer's last answer.

(E) To be proper matter for the grievance procedure, a grievance must be presented in accordance with the time limits and answered in accordance within the time as hereinafter provided.

STEP 1: An employee and/or the steward having a grievance shall present it orally to the immediate supervisor. In the event the employee and/or the steward and the immediate supervisor are unable to resolve the grievance within twenty-four (24) hours, the grievance shall be submitted to Step 2 in writing.

STEP 2: In the event the grievance is not settled orally, the employee and/or the steward shall submit the grievance in writing to the immediate supervisor within five (5) working days from

the date of the oral presentation. The immediate supervisor shall submit a decision in writing within three (3) working days from the date of receipt of the grievance.

STEP 3: If the grievance is not satisfactorily resolved in Step 2, the decision may be appealed in writing to the Assistant Superintendent within five (5) working days from the receipt of the grievance at Step 2 by the Local President / Chief Steward; and a meeting shall be arranged to attempt to settle the grievance. The decision shall be rendered by the Assistant Superintendent, in writing, within five (5) working days of the date of the meeting.

STEP 4: If the answer in Step 3 is not satisfactory and the Union wishes to carry it further, Michigan Council #25 shall, within thirty (30) days from the date of receipt of the Assistant Superintendent's answer at Step 3, submit a written request for a meeting with the Board of Education to attempt to resolve the grievance(s) and/or select an arbitrator. If after such meeting, the matter is not resolved and/or there has not been a selection of an arbitrator, Council #25 may file a notice of Demand for Arbitration within ten (10) days after the meeting with the Board of Education; and thereafter the arbitration proceedings shall be conducted in accordance with the rules and regulations of the American Arbitration Association.

- (a) The arbitrator, Union, and the Employer may call any person to be a witness in an arbitration hearing.
- (b) Either party, being the Employer or the Union, may request a verbatim transcript of the proceedings; provided, however, it pays for the cost of the transcript and provides the other party and the arbitrator with a copy.
- (c) The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendment hereof, or to specify the terms of a new or additional agreement, or to substitute his discretion for that of any of the parties hereto this Agreement.
- (d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, and the employee or employees involved, and the Employer.
- (e) After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party, except by mutual consent in writing, and signed by both parties.
- (f) Expenses for the arbitrator shall be shared equally between the Employer and the Union.



**ARTICLE 10.**

**DISCHARGE, SUSPENSION OR DISCIPLINE**

- (A) When in the opinion of the Employer, for just cause, discharge, suspension, or disciplinary action is warranted, such action must be initiated within fifteen (15) regularly scheduled working days from the date of its occurrence, or knowledge of its occurrence, of the condition giving rise to the type of disciplinary action except when a longer period of investigation and deliberation is necessary. Any such extensions of the time limitation shall be brought before the Union, with the intent of the extension explained, and shall be used with discretion and not abused.
- (B) The Employer will not meet with an employee for purpose of imposing any predetermined discipline unless the Union is afforded the opportunity to be present for such meeting. In the event unanticipated or immediate disciplinary action is taken with an employee, the Employer shall notify the proper Union personnel immediately following such action.
- (C) The Employer agrees, promptly upon the discharge, suspension, or discipline of an employee to notify, in writing, the employee and the Union's steward of the discharge, suspension, or discipline. Any suspension for investigation will be with pay and benefits.
- (D) In the case of discharge or suspension, the employee will be allowed to discuss the discharge or suspension with the steward prior to the time he is required to leave the premises of the Employer, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward as soon as time can be mutually agreed upon. The notice of discharge, suspension or discipline shall set forth the reasons and all materials pertaining to the discharge, suspension or disciplinary action.
- (E) In imposing any discharge, suspension or disciplinary action on a current charge, the Employer will not take into account any prior infraction which occurred more than five (5) years, or three (3) years with no infractions.

**ARTICLE 11. SENIORITY**

- (A) New employees hired into the bargaining unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee completes the probationary period by accumulating sixty (60) working days within one hundred eighty (180) calendar day period, he or she shall be entered on the seniority list and rank with seniority from the original date first hired. If the probationary period is not completed within the one hundred eighty (180) calendar days, then the employee shall be entered on the seniority list and ranked with seniority from the day following the end of the probationary period. This provision shall not apply to temporary employees defined in Article 3, Section (C).
- (B) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharge and discipline for reasons other than Union activities.

(C) Seniority shall be on the basis of time in classification first and employment time Employer-wide thereafter. Employees with the same amount of in classification and Employer-wide seniority shall be ranked by random drawing conducted by the Assistant Superintendent with Union leadership present. Employees laid off and losing their seniority and thereafter are rehired on the same date shall retain their seniority order as when the layoff occurred. In the event a person leaves a classification but continues as an employee of the district their time in the classification shall be maintained or frozen but shall not accrue.

(D) An employee will lose his seniority for the following reasons:

1. Resigns.
2. Is discharged for cause
3. Is absent for three (3) consecutive working days without notifying and receiving authorization from the Employer. Exceptions may be made at the discretion of the Employer.
4. Fails to return from a leave of absence shall be treated the same as sub-section 3 above.
5. When an employee is laid off for a period of one (1) year or the length of employment with the employer, whichever is greater. Length of employment with the employer shall be defined as the period of time from the seniority date to the layoff date.

(E) The seniority list will show the name, classification, and seniority date of all employees entitled to seniority. The Employer will keep an up-to-date seniority list and will once a year provide the Local President with a copy of the list who will then post a copy on the employees' bulletin board in each building. The Local President shall be notified in writing by the Employer of any changes in the seniority list and provided with the name, address, and work location of any bargaining unit employee hired, terminated, placed on leave of absence, or returned from leave of absence during the previous bi-weekly period.

(F) Notwithstanding their position on the seniority list, the Local President, Chief Steward, and Steward shall continue to work as long as there is a job which they can perform within their classification, and shall be recalled to the first opening which they can perform in the event of a layoff.

(G) For purposes of time in classification, seniority under this Article, the following classifications shall be recognized: Custodial/Maintenance; Secretarial; Aide; Cafeteria; and Transportation.

## **ARTICLE 12. LAYOFF AND RECALL**

(A) The term layoff shall mean a reduction in the work force due to a decrease in work, when the situation occurs that it is economically necessary to reduce staff, or when the Employer reasonably determines a reduction in force to be appropriate.

1. In the event there is a reduction in hours, the employee shall have the option to accept reassignment to the least seniority position within classification with equivalent number of hours.

(B) Employees who are normally not scheduled to work during time of the year when school is not in session, based upon the school calendar, shall not constitute a layoff within the meaning of this Article.

(C) Notice of layoff shall be issued to the employee with the least in-classification seniority (probationary first) holding the position or assignment within the classification, at the building, and during the shift that is to be eliminated or reduced.

(D) Employees to be laid off will be given at least seven (7) calendar days written notice of layoff. The Local President shall receive a list of the employees to be laid off on the same day the notices are given to the employees.

(E) 1. Upon receipt of the notice of layoff an employee shall have the right within seven (7) calendar days to bump the employee who has the lessor in-classification seniority within the laid-off employee's classification, provided the laid-off employee has the ability to perform the work required.

a) This does not include bus drivers. They must bump the least seniority person with equal hours.

2. If the laid-off employee does not have sufficient in-classification seniority to hold a position within his/her current classification, but has sufficient district-wide seniority, the laid-off employee shall have the right within seven (7) calendar days to bump the least senior employee district-wide within any classification except the classification the employee is leaving provided the employee has the ability to perform the work.

3. Bumps shall be accomplished by notifying the Assistant Superintendent in writing of the intent to exercise seniority and specifying the person and classification to be bumped. Within seven (7) calendar days from the receipt of the notice of intent to exercise seniority, the Assistant Superintendent shall assign the employee to the position specified or notify the employee in writing that the assignment has been denied.

(F) Employees will be recalled to work in the inverse order of layoff, including employees who have bumped in order to avoid layoff. Notice of recall shall be sent to the employee by certified mail or receipted delivery. It is the responsibility of all employees to maintain a current address with the superintendent's office. If the employee fails to report to the job within five (5) regularly scheduled working days from the date of receipt of the recall notice, he or she shall be considered as quit.

### **ARTICLE 13. JOB POSTING AND BIDDING PROCEDURES**

(A) Notice of all vacancies and newly-created positions shall be posted on the bulletin board in each building with five (5) working days from the date of vacancy setting forth the position, location, and shift for five (5) working days. Employees interested in applying for the position shall make formal

application within the posting period on a form provided by the Employer to the Assistant Superintendent with a copy to the Local President. The employee with the most seniority in the same classification as the vacant position [see Article 11, Seniority, Section (C)] applying for the position and who meets the minimum qualification requirements as established by the administration shall be awarded the position within five (5) working days after the posting.

If there is no applicant who meets the qualification requirements and also holds seniority in the same classification as the vacancy, the administration may consider both internal and external applicants and award the vacant position to the applicant from either category who, in the administration's judgment, is best qualified for the position. If the administration deems more than one applicant to be equally qualified, preference shall be given to the applicant (if any) with the most seniority employer-wide.

The Employer shall provide the Local President with a written notice of the employee awarded the position. The administration may in its discretion adopt as a "qualification" criterion written and/or "hands-on" tests reasonably designed to assess an applicant's skills and fitness for a particular vacant position. It is agreed that if an employee takes such a test and does not achieve the minimum proficiency level required by the administration, the administration may in its discretion require the employee to present evidence that he/she has completed appropriate courses or training which will improve his/her skills before allowing the employee to re-take the test.

A newly hired employee shall be ineligible to bid on any future vacancies outside of their classification for a period of three (3) calendar years from the date of their first working day in the new position.

(B) In the event the senior applicant(s) is denied the position, reasons for denial shall be given in writing to the employee(s) and a copy given to the Local President.

(C) Any new employee, or any current employee transferring or bidding into a new position, shall be deemed to be in a probationary period for the first thirty (30) working days in said position (not including days absent due to illness, leave or other reasons). During said probationary period:

1. The employee, may in his/her discretion, choose to revert back to his or her former position.
2. The Employer, may in its discretion, transfer the employee back to his or her former position, if the employee is unsatisfactory in the new position. Provided, however, notice in writing shall be given to the employee with a copy to the Local President.

During the probationary period, the employer may, in its discretion, fill the employee's former position with a temporary substitute, and the position will not be considered vacant until the successful completion of the probationary period or until the employee returns to his/her former position during the probationary period, whichever comes first.



In the event that a probationary employee elects to revert back to his/her former position, the employer may, in its discretion, either award the position to the next most senior and qualified applicant to the original posting or, in the alternative, re-post the position.

(D) Employees who have been transferred in accordance with the above shall receive the rate of pay for the classification in accordance with Article 11, Seniority, Section (C).

(E) All vacant or newly-created positions that become available during the summer months will be posted at least ten (10) days before the end of student term, if the position is known to be vacated or newly-created during the summer months, or within ten (10) days after the start of school the following school term.

(F) Employees shall be limited to one (1) transfer each school year (July 1 through June 30) unless:

1. Mutually agreed otherwise between the Employer and the Union.

(G) A person holding a position which spans more than one (1) classification shall accrue seniority, for the purpose of posting and bidding in the classification as determined by a special conference of Employer, employee, and the Union representatives.

(H) EXTRA EMPLOYMENT FOR NINE (9) MONTH EMPLOYEES - Employees working in nine (9) month positions will be allowed to bid on new or vacant positions, that are not filled per the posting and bidding procedure contained in paragraph (A), outside of their regular position before the Employer hires new employees off the street, provided and in addition to:

1. The total number of hours worked will not exceed eight (8) hours in one day or forty (40) hours in one week, except by approval of the Employer on an as-needed basis.
2. The Employer will establish the hours of work of the available positions.
3. The Employer may make changes in the hours of the combined positions to accommodate the needs of the Employer and the employee, provided that if an employee's hours would exceed (1) above, and the Employer is unable to change those hours to accommodate the situation, then the employee may use his/her seniority in the affected job to bump into a position that would comply with (1) above.
4. The available positions will be made available prior to the school year and again at the winter semester break (normally in January).

(I) SUMMER EMPLOYMENT - In the event the Employer employs help for the summer months doing jobs that would normally not be posted and bid under Article 13 (A), and the funds for such jobs come from the Employer's school funds, then bargaining unit members will be offered said jobs first before hiring from the street. The Employer shall establish a separate list of employees interested in working these jobs during the summer. The Employer will award such jobs to qualified employees on a seniority basis; however, if an employee once contacted by the Employer does not report, or refuses to

work the job offered, he/she will be removed from the list. The wages paid to summer help will be paid at a straight hourly rate of \$6.50/hour with no accumulation of credit toward fringe benefits as it has in the past. It is agreed between the parties, that in the event any problems develop as a result of implementation of this proposal, to meet in an attempt to resolve the problem before termination of the program takes place. All employees working in any of the positions so outlined above, shall be covered by all of the terms and provisions of the collective bargaining agreement, with the exception of the benefits and wages and the posting and bidding procedure which have been outlined above.

(J) BUS WASHING - The employer may in its discretion create and fill positions for washing buses and/or other school vehicles or equipment. Such positions, if offered to school employees, shall be filled in the same manner as "summer" positions under Article 13 (I) above, and compensated at the scheduled rate.

#### ARTICLE 14. NEW POSITION

The Employer shall have the right to establish new positions within the bargaining unit, provided however, the Employer shall notify the Union of the proposed classification title, the description thereof, and the rate of pay prior to becoming effective. In the event the Union disagrees with the rate of pay, it shall, within five (5) working days from the date of notice of receipt advise the Employer and thereafter it shall be subject to negotiations. The addition of hours to a current position will not constitute a new position, unless the additional hours change the position from part time to full time.

#### ARTICLE 15. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee with the building department, who meet the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, provided the assignment is for more than one (1) day. Further, such vacancies will receive full fringes for this assignment after 30 calendar days. The Employer will be the sole determinant of who meets the requirements for such job. The Employer will not be obligated to fill any temporary assignment as outlined above for the first five (5) days of the absence, and may for the first five (5) days use a substitute. If the Employer decides to fill the position beyond the five (5) days, then the above language will apply.

#### ARTICLE 16. SUPERVISORS

(A) It is expressly understood by the Employer and the Union that competent supervision, coordination, and support of the work force is in the best interest of the school district and the employees of the district.

(B) The Employer retains all rights with regard to the establishment of supervisory positions, the qualifications for supervisory positions, and the selection of supervisory personnel. Bargaining unit



members shall have an opportunity to apply for supervisory positions and years of service to the district shall be given due consideration in the selection process.

- (C) Supervisory employees shall not normally perform work within the bargaining unit except:
1. - in cases of an emergency nature arising out of unforeseen circumstances which call for immediate attention.
  2. - for the instruction or training of employees, including demonstrating the proper methods.

(D) Any bargaining unit member who is transferred to a supervisory position or any other position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, shall be credited only with time served in the bargaining unit for the purpose of benefits provided for in this Agreement. Those employees who have left the bargaining unit prior to 3/1/94 shall not be affected by this limit. They shall have unlimited accumulation of seniority under the language in which they left, if they return to the bargaining unit.

#### **ARTICLE 17. CONTRACTING AND SUB-CONTRACTING**

The parties acknowledge and shall abide by the provisions of 1994 PA 112 regarding the rights of the board of education to contract out or subcontract bargaining unit services.

#### **ARTICLE 18. EFFECTS OF LEGISLATION**

If any law now existing, or is hereinafter enacted by the Congress of the United States or the Legislature of the State of Michigan; or any judicial decision, or legal opinion is rendered by a court of competent jurisdiction, or any appropriate state or federal agency shall invalidate any portion of this Agreement, then the portion invalidated shall have no further force or effect and it shall be subject to negotiations thereafter between the parties.

#### **ARTICLE 19. SUCCESSOR'S CLAUSE**

This Agreement shall be binding upon the Employer's successor, or in the event of the Employer's merger or consolidation except in the case where it is prohibited by law, or federal law, or as determined by the Michigan Employment Relations Commission (MERC).

**ARTICLE 20. AGREEMENT OF UNDERSTANDING**

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 21. STRIKES AND WORK STOPPAGES**

Neither the Union nor any person acting in its behalf will cause, authorize or support; nor will any of its employees take part in any strike or stoppage of work for any purpose whatsoever.

**ARTICLE 22. LEAVES OF ABSENCE**

(A) Leave of absence shall be granted for justifiable reason, and without pay as listed below:

1. Serving on any elected or appointed position with the Union for two (2) years maximum, not to exceed one (1) employee at a time.
2. Maternity leave will be treated as a disability as defined by law on a non-discriminatory basis.
3. Illness leave (one year maximum), physical or mental with physician's verification if requested.
4. Prolonged illness in the immediate family, (one year maximum) spouse or dependents, with physician's verification if requested.

(B) The Employer may grant other leaves of absence for reason other than stated above.

(C) All such leave requests shall be submitted, in writing, to the Assistant Superintendent and answered within five (5) working days thereafter. Such leaves may be extended for like cause. All leaves must be approved in writing by the Employer before the employee is eligible for the leave to become effective.

(D) Employees shall retain, and accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them.

(E) Members of the Union elected to attend a function of the International Union or Council, conventions or educational conferences, shall be allowed time off without pay to attend such conferences or conventions, not to exceed two (2) employees at any time.

### **ARTICLE 23. WORK DAYS AND HOURS**

(A) The Employer shall have the right to set the starting time of the regular work day based upon the school activity, provided at least one (1) week's advance notice is given of any schedule change. The regular work day for each classification and/or position shall be as follows:

1. Custodial/Maintenance: The regular work schedule for custodial/maintenance employees shall be Monday through Friday, except for part-time employees. During the times of the year when school is not in session, second shift employees shall normally be scheduled on the first shift and the practice of being able to have a custodian cover scheduled night activities in lieu of his/her working the first shift shall continue.
2. Secretarial: The regular work schedule of secretarial employees shall be Monday through Friday on days when school is scheduled for students and such additional days as shall be authorized by the Employer, except for part-time employees.
3. Aide: The regular work schedule for employees within the aides classification shall be Monday through Friday on days when school is scheduled for students and such additional days as shall be authorized by the Employer, except for part-time employees. Employees within the aides classification shall be paid at the rate established for the job they are hired to perform.
4. Cafeteria: The regular work schedule for cafeteria employees shall be Monday through Friday on such days when school is scheduled and lunches are to be served to students and such additional days as shall be authorized by the Employer, except for part-time employees.
5. Transportation-Mechanics: The regular work schedule for mechanics shall be Monday through Friday. Mechanics may have a regular bus run or runs incorporated with their regular work day. In the event the number of runs from a garage during the shuttle run period is greater than the number of non-mechanic drivers regularly assigned to that garage, the mechanic may have a shuttle run incorporated with their regular work day.
6. Transportation - Bus Driver: The regular work schedule of a bus driver shall be Monday through Friday on those days the runs which have been selected or assigned are scheduled to be operating.

(B) Employees shall be guaranteed a minimum of two (2) hours of pay at the rate of time and one-half their applicable rate for call-in or reporting to work outside of their regular schedule provided such time is not continuous before or after the regular shift or run, except for regularly scheduled building checks. If a building check time is designated by the Employer, employees shall receive a minimum of

two (2) hours at the overtime rate. Employees who check buildings at their convenience shall receive a minimum of one (1) hour at the overtime rate.

(C) At least one (1) week prior to the start of each school year, each driver shall be assigned the run or runs he or she had at the end of the previous school year, the routes as listed and the approximate length of time, unless there has been a substantial change in the run. All new runs or open runs shall be posted, setting forth the route as listed and the approximate length of time. Bus drivers shall be permitted to select them on a seniority basis; provided, however, the driver is qualified for the run or runs. The regular posting procedure shall be used when vacancies or new runs exist during the school year except in the case of a major shift in organization or assignments. In such cases, procedures such as used at the beginning of a school year shall be followed. The above described procedures may be used for other classifications when mutually agreed to by the Union and the Employer.

(D) For all full-time employees, other than bus drivers, two (2) fifteen minute rest breaks are to be scheduled. Cafeteria employees working six (6) hours shall be allowed one (1) fifteen (15) minute break. All work breaks shall be taken on the premises of the school. All lunch half-hours or hours are not considered to be work hours, are unrestricted, and are unpaid except for cafeteria employees and custodian/maintenance employees working the night shift. Lunch periods shall be one-half hour except in the case of mechanics who shall have a one (1) hour lunch period on the days when school is in session.

(E) The Employer agrees that it will maintain as much full-time employment as is possible.

#### ARTICLE 24. DRIVER EXTRA TRIPS AND ADDED TIME

(A) Extra trips, including athletic trips, are those run outside of the regular bus schedule and shall be paid in the following manner:

1. During actual driving, the rate of pay will be the "driving time" rate (actual driving time will be calculated at 2 minutes per mile of actual miles).
2. All other time spent on extra trips will be paid at the "non-drive time" rate (example: after arriving at your destination and unloading until you reload to return back to the district).

(B) Bus drivers while on "down time" due to weather or mechanical failure, upon approval of the Transportation Supervisor, shall receive the hourly rate established for the bus driver (down time).

(C) Bus drivers will be paid at the "non-drive time" rate for time in attendance at inservice sessions required by the Employer.

**ARTICLE 25. TIME AND ONE-HALF AND DOUBLE TIME**

- (A) Time and one-half shall be paid for all hours worked over eight (8) hours per day and for all hours worked on Saturday.
- (B) Double time shall be paid for all hours worked on Sunday and holidays as defined in this Agreement.
- (C) Overtime as above defined shall not be paid where an employee has requested to work overtime to receive time off the regular shift or for special events where the Employer requests of an employee to work overtime and receive time off the regular shift by mutual agreement.
- (D) Any and all overtime must be authorized by the Employer or the proper Employer representative.

**ARTICLE 26. EQUALIZATION OF OVERTIME HOURS**

- (A) For employees other than bus drivers, overtime hours shall be divided as equally as possible among employees in the same classifications, in their buildings.
- (B) Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours. The bus drivers, interested in extra trips within their area, shall sign an overtime list. The list shall be in seniority order at the beginning of each school year; thereafter employees shall be added as they sign the list. All extra trips shall be rotated among employees on the overtime list in attempt to equalize the extra trips.
- (C) For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours or extra trips of employees working during that call-out period. However, at no time shall employees refuse overtime to the extent that work cannot be done. It is understood that all employees are expected to work a reasonable amount of overtime provided reasonable notice is given. Overtime hours will be computed from July 1 through June 30 of each school year.

**ARTICLE 27. HOLIDAY PROVISIONS**

- (A) Each employee covered by this Agreement shall be entitled to the following paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day (if employed during that period), Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day respectively. Employees will be entitled to one (1) additional paid holiday at Easter time. Employees will be paid their current rates based upon their regular scheduled hours per day for said holiday.

(B) Should a holiday fall on a Saturday, Sunday or the day is not applicable because the school is in session the Employer shall substitute another day.

(C) Employees may take the first day of deer season as a day off without pay or use their personal leave day at the employees' option; provided, however, they request the day at least three (3) days in advance.

(D) To be eligible for holiday pay an employee must work his/her last regular scheduled work day before a holiday and his/her first regular scheduled work day after the holiday, except in the case where an employee is on vacation, paid sick leave (physician verified), or on an approved day off.

#### **ARTICLE 28. VACATION**

(A) All twelve (12) month employees covered by this Agreement shall earn credits toward paid vacation in accordance with the following schedule per year:

1. One (1) week after one (1) year of employment.
2. Two (2) weeks after two (2) years of employment.
3. Four (4) weeks after seven (7) years of employment.

(B) All employees working nine (9) months per year, but less than twelve (12) months per year, after one (1) year of employment, shall receive up to a maximum of ten (10) days to be used at Christmas or Easter recess or combination of the periods if Christmas recess does not include ten (10) non-session days.

(C) All employees entitled to vacation shall be paid based upon their regular work week schedule and paid at the current rate in effect during the time of vacation.

#### **ARTICLE 29. VACATION PERIOD**

(A) Vacation will be granted at such times during the year as requested by the employee. Vacation requests submitted for time between the opening of school and summer recess must be made two (2) weeks in advance.

A work force of remaining custodians, not on vacation, may be formed into a work crew or crews and assigned to various buildings during the summer months.

(B) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(C) A vacation may not be waived by an employee and extra pay received for work during that period.



(D) If an employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

(E) If an employee is laid off or retired, or severs their employment, they will receive any unused vacation credit including that accrued in the current year provided, however, in the case of severance of employment, to be eligible for vacation accrued during the current year, the severance must be voluntary and the employee must provide at least one (1) week's advance notice. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from their vacation.

### ARTICLE 30. SICK LEAVE

(A) Each employee covered by this Agreement shall accumulate one (1) paid sick leave day per month, not to exceed twelve (12) days per year. To be eligible for sick leave as above defined, an employee must notify their immediate supervisor at least one and one-half (1 1/2) hours prior to the start of their regular shift except in proper cases, exception shall be made.

(B) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of duties by sickness or injury. Sick leave also shall be granted when a member of the immediate family of the employee is affected with an illness requiring doctor's care and/or hospitalization (spouse, mother, father, son, daughter). Proof of family illness must be given prior to payment being made.

(C) The Employer reserves the right to require verification of sickness the day before or the day after a holiday, the day before or after a vacation, after three (3) consecutive days of illness, or in the case where an employee's record indicates misuse. The Employer further reserves the right to have an employee examined by a physician that is mutually agreed upon between the Employer and the Union, at the Employer's expense, to substantiate qualifications for sick leave payment.

(D)

1. Upon severance other than death or retirement, the employee will be paid one-half (1/2) of their current rate per day for unused (accumulated) sick leave for all days in excess of seventy-five (75).
2. Upon retirement, the employee will be paid one-half (1/2) of their current rate per day for unused (accumulated) sick leave for all days in excess of sixty (60). Retirement shall be defined as entering the Michigan Public School Employees Retirement program or qualifying for the program in all respects other than years of service as defined by MPSERS.
3. In the case of an employee's death, a designated heir will be paid one-half (1/2) of the employees most recent rate per day for unused (accumulated) sick leave for all days in excess of sixty (60).

(E) Employees shall be entitled to use two (2) business days per year; both will be deducted from sick leave. If unused, the Employer will pay the employee for unused business days at the end of the school year at the usual rate of pay for that employee. There will be no deduction from sick leave as a result of such payment. Provided, however, that if an employee has already used all of his/her sick leave days at the end of the school year, he/she will not be eligible for reimbursement for any remaining unused personal business leave days for that year.

### **ARTICLE 31. WORKER'S COMPENSATION**

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation may receive, in addition to his/her Worker's Compensation an amount to be deducted from sick leave sufficient to make up the difference between Worker's Compensation and his/her regular weekly income.

### **ARTICLE 32. FUNERAL LEAVE**

(A) An employee shall be allowed up to three (3) working days with pay as funeral leave days for a death in the immediate family if the three (3) days used directly follow or precede the funeral. The immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, or a member of the employee's household. Additional days may be used, but days beyond three (3) shall be deducted from sick leave. One (1) of the additional days may be used for the funeral of a close friend or relative. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay.

(B) The Local President, or his representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral. Funeral leave days will be deducted from sick leave, unless sick days are exhausted; in that event the above days will be allowed.

### **ARTICLE 33. SCHOOL CLOSING**

(A) The first two (2) days school is closed because of inclement weather or in the case of an Act of God, employees shall not be required to report to work and shall not lose time or pay because of such closing. Additional such days may be made up during or at the end of the school year.

(B) Two (2) snow days may be used by custodial/maintenance employees at the time of their occurrence or may be banked to be used for future snow days ( days saved will be accumulated from year to year.) Custodians will give a good-faith effort to report for work when they are able depending upon road and weather conditions.

(C) If there are changes in State or Federal laws granting additional snow days, the employees will be paid at their regular rate for such days.

**ARTICLE 34. HEALTH, DENTAL, AND DISABILITY INSURANCE**

(A) HEALTH - The Employer agrees to pay, based upon the conditions below, the rate as scheduled below, on behalf of each employee covered by this Agreement for health care coverage (MESSA Super Care I).

1. An employee regularly scheduled to work six (6) or more hours per day shall be eligible for health insurance paid at the current level by the Employer for their appropriate category, as determined by the rules of the effective health insurance policy. An employee regularly scheduled to work three (3) or less hours per day shall be eligible for the minimum amount equal to the single subscriber premium. An employee regularly scheduled for more than three (3) but less than six (6) hours per day shall be eligible for a dollar amount based upon a proration of the difference between the minimum amount and the amount of premium for his/her appropriate family/dependent category.
2. Any employee not scheduled to work a minimum of six (6) hours per day and chooses to have health coverage will be eligible for a dollar amount based upon a proration of their hours worked, and amount of the premium for his/her appropriate family/dependent category as listed below.
3. Effective October 1, 1996 the maximum Board contribution to health insurance premiums in effect for 1995-96 shall remain in effect until October 1, 1997.

1996-97: The maximum Board contribution will be \$447.15. The rates are:

	<u>Super Care I</u>
Member only	180.03
Member & spouse	402.53
Member & child	402.53
Full family	447.15

1997-98: Increase 1996-97 actual Board contribution rate up to a maximum of \$502.37.

	<u>Super Care I</u>	<i>i.</i>
Member only	202.26	
Member & spouse	452.24	
Member & child	452.24	
Full family	502.37	

1998-99: Increase 1997-98 actual Board contribution rate by up to a maximum of 5.0%.

(B) OPTIONS - Employees who are eligible for, but choose not to receive, health insurance benefits under Article 34 (A) will be eligible to receive up to One Hundred Dollars (\$100.00) per month in cash or to apply said amount toward appropriate options offered pursuant to the School District's "cafeteria plan" (as adopted by the Board of Education 10/21/96).

(C) DENTAL - The Employer shall provide MESSA Delta/Dental Care program for all employees covered by this Agreement and their eligible dependents, Plan B with Orthodontic Rider 0-1, including internal and external coordination of benefits.

(D) LTD - The Employer shall without cost to each eligible employee provide MESSA Long Term Disability Insurance as follows: (1) Maximum Monthly Benefit - 60% of monthly earnings subject to a maximum benefit of \$2,000. (2) The qualifying period, regular occupation total disability period, maximum period of payment, Social Security benefits integrated with monthly benefits, Social Security freeze, benefits for disabilities due to pregnancy and benefits during rehabilitative employment are outlined in the schedule of benefits of July 1, 1979, MESSA Long Term Disability Insurance Package. (3) Only those employees who meet the eligibility criteria of the Package will be covered (see paragraph A.)

(E) VISION - The Employer shall provide without cost to each employee covered by this agreement MESSA VSP-1 who meets the eligibility criteria listed above.

(F) PERIOD OF COVERAGE - The Employer shall provide the above coverage for each calendar month of employment commencing with the first month following the date of initial hire in a regular position. Any person employed at the end of a school year who has been employed for at least a 60 day period during the school year shall be eligible to continue to have the above coverage paid through August of that year. Persons whose employment with the district terminates shall be eligible to continue to have the coverage continue through the month following their termination.

(G) EXTENDED COVERAGE - The Employer agrees to provide health and dental coverage specified above for no less than twelve (12) months following the month in which an employee becomes unable to work due to a work related injury (Worker's Compensation) or during the period of an employee illness (or injury) leave of absence.

#### **ARTICLE 35. PAY PERIOD AND PAY DAY**

The pay period for hourly employees, shall be computed from 12:01 a.m. Saturday to 12:00 midnight Friday, bi-weekly (14 calendar days), and pay day shall be the second Friday following the pay period, bi-weekly, (14 calendar days); except for employees working the night shift who shall receive their check on Thursday. Yearly salaries shall be paid in twenty-six (26) equal bi-weekly installments.

Employees in the classifications of aide, cook, or secretary shall, at their option, be allowed to convert their paychecks to twenty-six (26) equal pays. It is understood that the Employer will be required to establish a base for such payment and shall, if any problems develop, meet with the Union to discuss

same. It is further agreed that this program shall be done on a one year trial period and may be terminated by the Employer at the end of that period.

Paychecks will contain all pay earned and what the pay was earned for, to the extent the Employer's computer will allow.

**ARTICLE 36. RETROACTIVITY**

There will be no retroactivity. There will be a signing bonus per the following schedule:

Custodial Maintenance	\$685.00
Secretary	\$665.00
Aides	\$525.00
Tutors	\$525.00
Cafeteria	\$560.00
Transportation	
Drivers above 4 hrs.	\$470.00
Drivers 4 hrs. and below	\$340.00
All Mechanics	\$585.00

Anyone who works in more than one classification will be adjusted for time worked in each classification. This will apply only to those who are currently working in more than one classification.

**ARTICLE 37.**

**CLASSIFICATIONS, POSITIONS AND RATES**

1. The following rates shall be paid for each position within the classification in accordance with seniority from the date of last hire with the Employer, pursuant to Article 11(C) effective, as indicated, through September 30, 1999:

	99 October 1, 1996		2000 October 1, 1997		2001 October 1, 1998	
	After		After		After	
	<u>1st Year</u>	<u>1st Year</u>	<u>1st Year</u>	<u>1st Year</u>	<u>1st Year</u>	<u>1st Year</u>
<b>Custodial/Maintenance</b>						
District Lead	13.67	14.25	14.09	14.68	14.30	14.90
Lead Custodian	11.09	11.95	11.43	12.31	11.60	12.49
Custodian/Maintenance	10.51	11.38	10.83	11.72	10.99	11.90
Custodian	7.67	7.99	7.91	8.23	8.03	8.35
<b>Secretary</b>						
Secondary	11.17	11.74	11.51	12.10	11.68	12.28
Elementary	11.06	11.63	11.40	11.98	11.57	12.16
<b>Aides</b>						
Playground	9.93	10.80	10.23	10.96	10.38	11.12
Utilities	9.77	10.23	9.00	9.14	9.14	9.28
Library	9.77	10.23	10.07	10.91	10.22	11.07
Classroom	9.77	10.23	10.07	10.91	10.22	11.07
Special	9.77	10.23	10.07	10.91	10.22	11.07
<b>Tutors</b>						
Secondary	9.77	10.23	10.07	11.27	10.22	11.44
<b>Cafeteria</b>						
Working Supervisor	10.19	10.70	10.50	11.02	10.66	11.19
Head Cook	9.93	10.40	10.23	10.72	10.38	10.88
Cook	9.83	10.29	10.13	10.60	10.28	10.76
Worker			9.00	9.14	9.14	9.28
<b>Transportation</b>						
Mechanic	12.84	13.42	13.23	13.82	13.43	14.03
Asst Mechanic (w/ license)	12.14	12.72	12.50	13.10	12.69	13.30
Asst Mechanic (w/o license)	11.00	11.58	11.34	11.93	11.51	12.11
Bus Washer	6.00	6.00	8.00	8.00	8.12	8.12
<b>Drivers</b>						
Driving time	10.76	10.76	11.08	11.08	11.25	11.25
Non Driving time			8.12	8.12	8.24	8.24
Down time			8.12	8.12	8.24	8.24



2. During negotiations on the Collective Bargaining Agreement, the parties have agreed to the following items:

(A) All custodians, custodial/maintenance, lead maintenance, and lead custodian positions shall be considered as twelve (12) month positions.

(B) The Employer agrees that to the extent funding is available, it will maintain current levels of custodial/maintenance employees and may reduce that category of employee only through attrition.

(C) It is agreed that custodians will have lock-up duties.

(D) The Employer agreed during negotiations to consider filling lead custodian positions, if given more flexibility in choosing who gets the job. To those ends, the Employer and the Union have agreed that in considering employees for the lead custodian position, the Employer may take into account the employee's ability to get along with other employees and communicate with other employees as part of the qualifications for the position.

3. It is understood and agreed that all bus driving compensation rates set forth in this article are based on a "Route Pay" format, pursuant to which a driver receives the rate listed each time he/she drives the particular route(s) assigned to him/her. It is further understood and agreed that although the rate applied for each route is based on the length of the route in miles, for scheduling purposes the Administration will annually establish a projected "average elapsed time" required to complete the route, and it is agreed that this time is deliberately calculated to allow for contingencies such as inclement weather conditions and other disruptions or delays commonly occurring. Therefore, drivers will not be entitled to any additional compensation merely because he/she took longer than the scheduled "average elapsed time" to complete a particular route on a particular day (nor will drivers generally be docked any pay merely because he/she took less than the scheduled "average elapsed time" to complete a particular run on a particular day). Provided, however, that the Assistant Superintendent may, in his/her discretion, authorize additional compensation for drivers in the event of "exceptional circumstances" not due to the fault or negligence of the driver (such as mechanical break downs) which cause a substantial increase in the time required to complete a run on a particular day.

A. It is understood and agreed that in establishing the projected "average elapsed time" for each route the Administration will use the following factors and rates:

- 1) 25 m.p.h. in all residential areas
- 2) 35 m.p.h. on all gravel roads
- 3) 45 m.p.h. on all blacktop roads
- 4) 25 seconds for each pickup stop
- 5) 5 seconds for each additional student at each pickup stop
- 6) 2 minutes for each turn-around

B. It is understood that if the Administration elects to return to the "double-bussing" format used in the past, the parties will reopen negotiations to determine if a change in compensation format is also necessary and appropriate.

**ARTICLE 38. EXPENSES AND REIMBURSEMENT**

- (A) Employees required to work at more than one location during a day shall be reimbursed at the rate established by the district for miles traveled between locations during working hours when it is necessary that a private vehicle is used.
- (B) The Employer agrees to reimburse a regular employee for the cost of renewal of his/her chauffeur's and CDL license when the license is required for the job assignment. The Employer agrees that upon the employee submitting proof of passing the test for the CDL, it will reimburse that employee on the next regular paycheck.
- (C) The Employer agrees to provide an annual tool allowance of two hundred dollars (\$200) for each mechanic, and fifty dollars (\$50) for each assistant mechanic.
- (D) The Employer agrees that it will fully pay for any physical examinations required as a condition of continued employment and will provide the doctor to perform the physical examination. If the employee chooses to use a doctor of his/her choice, the Employer agrees that it will pay the same rate for the employee's doctor that it pays for its own doctor to give the physical examination, that is including all TB tests required. The Employer agrees that it will publish and post in each bus garage the physical examination rate that is being paid.
- (E) Employees may attend workshops or in-service sessions when such sessions are connected with their job responsibilities, or performance. Payment of fees and lost time is contingent upon proper approval by the Employer.
- (F) The Union agrees that school term employees are not eligible for unemployment compensation during normal school breaks, i.e., summer recess, Christmas, spring or Easter break.
- (G) DRUG FREE WORKPLACE POLICY - The parties agree to and subscribe to the concept of a drug free workplace. To these ends, it is understood that any employee of the Chippewa Hills School District who is found to be in possession or under the influence of an illegally controlled substance (drugs or alcohol) may be subject to discipline, up to and including discharge.

The parties further agree that in the event that either party feels that a problem exists at the Chippewa Hills School District in relationship to an employee's involvement with illegally controlled substances (drugs or alcohol), that by the request of either party they will meet and discuss the possible implementation of an employee assistance program. This paragraph by no means obligates either party to the implementation of said program.

**ARTICLE 39. MISCELLANEOUS PROVISIONS**

- (A) CETA: It is understood between the parties to this Agreement that the training, employment and/or assignment of CETA workers within the district will be allowed so long as applicable State

and/or Federal guidelines, including written concurrence, are met and maintained when CETA participants are being trained, employed, or assigned in occupations covered by this Agreement.

(B) Job Descriptions: The Employer agrees to meet and confer on a regular basis (e.g., semi-annually) with employees in the various classifications for the purpose of describing and clarifying the qualifications and characteristic responsibilities of the jobs covered by this Agreement, subject to final determination as provided in Article 39 (L).

(C) Annuities: An employee may at his/her option choose to have a portion of their pay deducted to be paid into an annuity program. Annuities will be available from Metropolitan, Farm Bureau, American United Life, MEFSA and SAFECO.

(d) Jury Duty: An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay, provided proof is given.

(E) Veterans: The re-employment rights of employees and probationary employees who are veterans will be in accordance with all applicable laws and regulations.

(F) Bulletin Boards: The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

(G) Safety Committee: A safety committee of employees and the Employer representatives is hereby established. This committee will include the Stewards and shall meet at mutually agreed upon times, for the purpose of making recommendations to the Employer.

(H) Computation of Benefits: All regularly scheduled hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

(I) Athletic Shuttle: The athletic shuttle bus run operated to aid those students participating in extra-curricular activities shall be operated as follows:

1. The route shall be scheduled as a regular shuttle--one driver assigned based upon seniority from the bus garage where the route originates.
2. Route to originate at the point that is determined to be most efficient by the bus supervisor.
3. The route shall be compensated based upon the Agreement between the Board of Education and Local #1904 under the rate for "noon runs", but only for the days actually run.

(J) Snow plowing will be done at the Employer's discretion and the employer may determine the employee to do snow plowing from within the custodial/maintenance classification only.

(K) A committee shall be established to review runs and settle disputes regarding times allowed for shuttle runs, whether or not two minutes per mile is an adequate allowance. This article may become moot if/when bus drivers become hourly employees.

(L) The Union and the Employer have agreed to form a classification committee to re-write and update all job qualifications and descriptions covered by this Agreement. Upon completion of this work, such qualifications and descriptions will be submitted to the bargaining unit for ratification.

(M) All letters of agreement are hereby incorporated into the Agreement, including that of 30 November 1984.

#### ARTICLE 40. TERMINATION AND MODIFICATION

This Agreement shall become effective October 1, 1996 and shall remain in full force and effect until 12:00 midnight September 30, 1999.

(A) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(B) If neither party shall give such notice, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

(C) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

(D) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Agreed upon this date, May 29, 1997.

CHIPPEWA HILLS SCHOOLS

AFSCME LOCAL #1904

\_\_\_\_\_  
*Thomas J. Pillar*  
\_\_\_\_\_  
*Bruce J. Johnson*  
\_\_\_\_\_

\_\_\_\_\_  
*Edward H. Bates (Pres)*  
\_\_\_\_\_  
*Robert Ryan*  
\_\_\_\_\_  
*Donald E. Meeker*  
\_\_\_\_\_

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Constance K. MacKenzie

Casty Van Dyck

William E. Phillips

LETTER OF AGREEMENT

Pursuant to a discussion between representatives of Chippewa Hills School District board of Education and the AFSCME Local 1904 this letter of agreement is executed and incorporated into the Master contract:

1. A maximum of three (3) days per year without pay will be allowed and the employer will pay the benefits.
2. The employer agrees to allow up to two (2) personal days to be used in conjunction with the three days of leave without pay.
3. No other leave without pay will be allowed except those covered in Article 22 of the master agreement.
4. Anyone who has been off work without pay since July 1, 1994 and paid their benefits shall be reimbursed for up to three (3) days of benefits.

AFSCME 1904

CHIPPEWA HILLS SCHOOL DISTRICT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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LETTER OF AGREEMENT

IT IS AGREED that for all purposes for which "classification" of a position is relevant under the collective bargaining agreement, the following list of individual classifications will be followed (and all necessary modifications of language in the expired agreement will be made upon ratification of a successor agreement upon mutual agreement):

- A. AIDES (1 classification with the following sub categories)
  - 1. Playground Aide
  - 2. Utility Aide
  - 3. Library Aide
  - 4. Classroom Aide
  - 5. Special Aide
  
- B. TUTORS (1 classification with the following sub categories)
  - 1. Secondary Tutors
  
- C. CAFETERIA EMPLOYEES (1 classification with the following sub categories)
  - 1. Working Supervisor
  - 2. Head Cook
  - 3. Cook
  - 4. Worker
  
- D. SECRETARIAL EMPLOYEES (1 classification with the following sub categories)
  - 1. Secondary Secretary
  - 2. Elementary Secretary
  
- E. TRANSPORTATION EMPLOYEES (1 classification with the following sub categories)
  - 1. Mechanic
  - 2. Assistant Mechanic (with license)
  - 3. Assistant Mechanic (without license)
  - 4. Driver
  - 5. Bus Washer
  
- F. CUSTODIAL/MAINTENANCE EMPLOYEES (1 classification with the following sub categories)
  - 1. District Lead
  - 2. Lead Custodian
  - 3. Custodian / Maintenance
  - 4. Custodian

Dated: \_\_\_\_\_, 1997

FOR CHIPPEWA HILLS SCHOOL EMPLOYEES  
CHAPTER OF LOCAL NO. 1904/MICH  
COUNCIL #25, AFSCME AFL-CIO

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 1997

FOR BOARD OF EDUCATION OF  
CHIPPEWA HILLS PUBLIC SCHOOLS

By: \_\_\_\_\_

By: \_\_\_\_\_

## LETTER OF AGREEMENT

It is understood and agreed that, during the term of the 1996-97 collective bargaining agreement, the Board of Education may in its discretion exercise its reserved managerial authority to restructure the custodial / maintenance department. It is presently anticipated that the department will be restructured into the following classifications:

CLASSIFICATION	NUMBER OF POSITIONS
District Maintenance	
Custodian II	3
Custodian I	5
Janitor	6
Groundskeeper	5
	1

Immediately upon the effective date of the restructuring described above, the appropriate changes in all relevant provisions of the Master Agreement, including Article 11(G) and Article 37.

It is understood and agreed that the above restructuring may be implemented by the Board of Education without prior negotiations with the Union, except that the Board agrees to negotiate with the Union as to the wage rate for all of the newly-created classifications.

