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1993 - 2000 Master Agreement



AFSCME Local 1630 and the Clintondale Board of Education

Clintondale Community Schools

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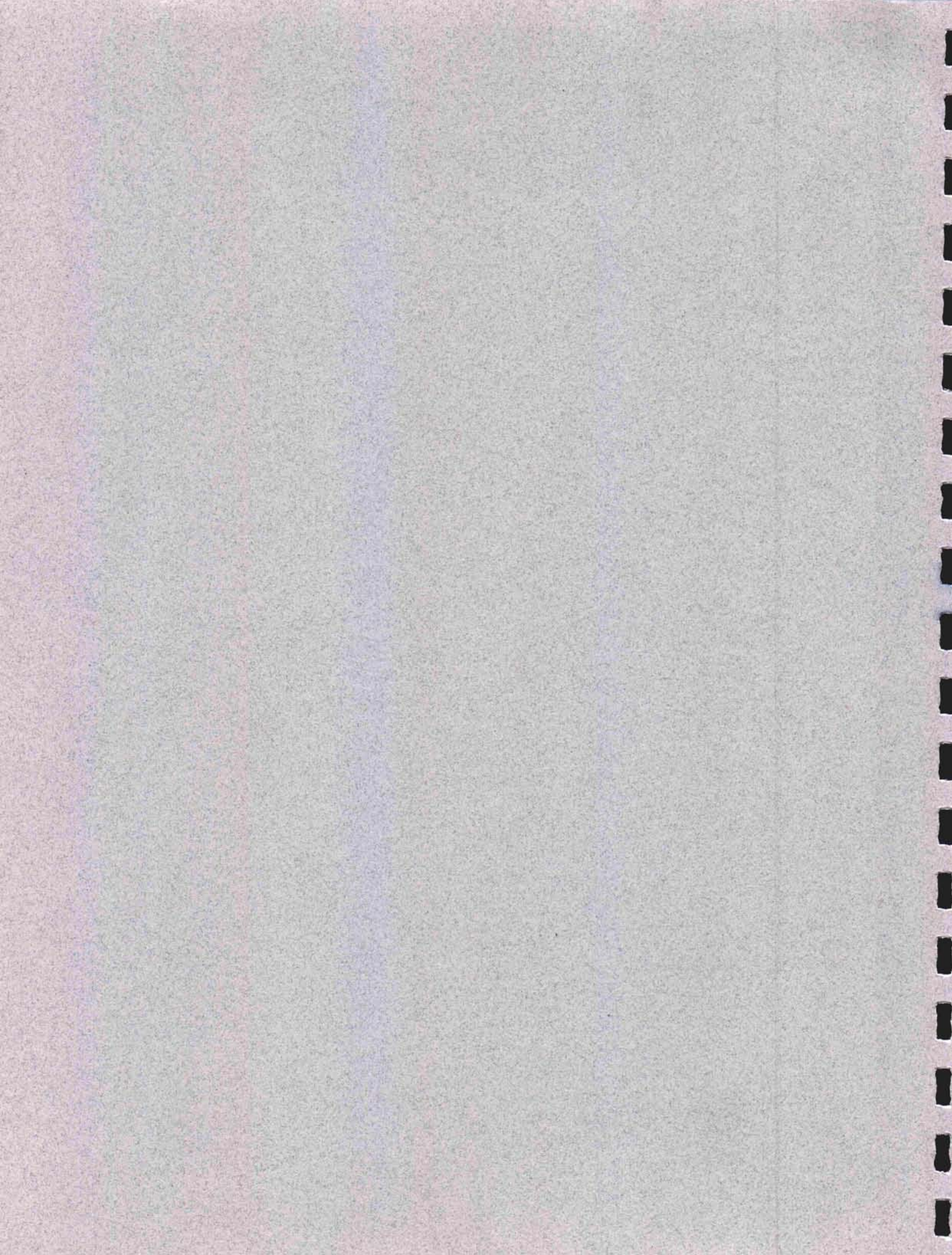


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THIS AGREEMENT entered into this 2nd day of June, 1993 by and between the Board of Education of the Clintondale Community School District, Macomb County, Michigan, hereinafter called the "Board", and the International Union of American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25 and Local No. 1630, the affiliated local Union, hereinafter called the "Union" or the "Employees."

WHEREAS the laws of the State of Michigan (Act 379, P.A. 1965) authorized collective bargaining between public employers and employees with respect to the hours, wages and terms and other conditions of employment; and,

WHEREAS the parties hereto following extended and deliberate collective bargaining have reached understandings which they desire to incorporate into a formal contract;

NOW THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

**ARTICLE I
PURPOSE AND INTENT**

A. It is the general purpose of this Agreement to promote the mutual interests of the School District, its students, and its employees, and to provide for the operation of the School District under methods which will further, to the fullest extent possible, the safety of the students and the employees; cleanliness and efficiency of the schools and equipment; and the protection of property. The parties of this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

B. Also, to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board of Education, and employees and the Union.

C. The parties recognize that the interests of the community and the job security of the employees depend upon the Board of Education's and the Employees' success in establishing a proper service to the community.

D. The Board of Education and the Union agree to share equally the responsibility and the cost of printing this Contract. One (1) copy of this Contract shall be provided for each employee and an additional thirty (30) copies shall be provided to the Union.

E. To these ends, the Board of Education and the Union do encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE II
RECOGNITION**

The Board recognizes the Union as the exclusive bargaining representative of all maintenance employees, custodial employees, clerical and secretarial employees, bus drivers, cafeteria employees, library technical assistants (LTA's), instructional assistants, crossing guards, security guards, and hall monitors. Excluding noon aides, supervisors, confidential, certified employees, para-professional employees and administrators.

**ARTICLE III
MANAGEMENT RIGHTS**

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing rights:

A. To the executive management and administrative control of the school system and its properties and facilities.

B. To establish hiring procedures and qualifications.

C. To establish courses of instruction and inservice training programs for employees and required attendance at any workshop, conferences, etc., by employees, including special programs. Mandatory attendance shall be on the employee's regular shift unless the Superintendent or designee specifically waives this requirement due to an employee's unusual and extenuating circumstances.

D. To decide upon the means and methods of maintenance, the selection of materials, equipment and supplies and the use thereof.

E. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement.

F. It is understood and agreed that the employer has all the customary and usual rights, powers, functions and authority of management except those rights, powers, functions and authority that are specifically abridged or modified by this agreement. This provision shall not preclude nor prohibit the Union from utilizing the Grievance Procedure, provided that the Board of Education is not precluded from raising the provisions of Article III as a defense to a grievance or arbitration. Further, this clause is subject to the provisions of the Grievance Procedure as set forth in Article X.

**ARTICLE IV
STRIKES**

Both parties agree to abide by all public laws regarding strikes and lockouts.

**ARTICLE V
AID TO OTHER UNIONS**

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

**ARTICLE VI
UNION SECURITY/ANNEXATION, CONSOLIDATION
OR OTHER REORGANIZATION OF THE DISTRICT**

A. UNION SECURITY

1. As a condition of continued employment each member of the bargaining union who has completed the probationary period, as outlined elsewhere, shall establish and maintain a membership in the Union (Local 1630) or shall tender to the Union a service fee equivalent to the periodic union dues.
2. Service fee shall not include initiation fees or special assessments. Newly hired, transferred or rehired employees shall, as a condition of employment, join the Union or pay the service fee at the conclusion of their probation. All employees shall execute an authorization for the deduction of Union dues or service fees.
3. Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article if they are not more than sixty (60) days in the arrears in payment of initiation fees, dues and assessments or service charge.
4. Employees who fail to remain in good standing in the bargaining unit shall be terminated within thirty (30) days, provided the Union notifies the Employer when a member of this bargaining unit is in violation of this Article.
5. The Union agrees to protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability resulting from action taken or not taken by the employer in accordance with this Article.

B. ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT:

1. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined, as prescribed by the law.
2. In the event that this district shall be combined with one or more districts, the Board shall use its best efforts to assure the continued recognition of the Union and the continued employment of its members in the consolidated districts. In any event, upon the decision to annex, consolidate, or reorganize, procedures for any changes will be discussed with the Union under the provisions of the Master Agreement in order to ensure a smooth transition.

**ARTICLE VII
UNION DUES**

A. Employees may tender the monthly membership dues by signing the "Authorization for Check-off Dues" form. Check-off form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off Dues hereinafter set forth, the Board of Education or the representative agrees to deduct union membership dues from the pay of each employee who executes or has executed the "Authorization for Check-off Dues" form and filed same with the Board of Education or its representative:

The Union shall indemnify and save the Board of Education harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Board of Education for the purpose of complying with this Article. (The Board of Education will not construe the above as a means of avoiding the collection of dues.)

B. Deductions begin: Check-off deductions under all properly executed Authorization for Check-off Dues forms shall become effective the ninetieth (90th) day after employment date and the Authorization is filed with the Board of Education or its representative and dues shall be deducted, if possible, from the second pay of the month and from the second pay period of each month thereafter.

C. Remittance of Dues: Deductions for any calendar month shall be remitted to the designated treasurer of the local union with a list of those for whom dues have been deducted as soon as possible after the second pay period of each month.

D. Termination of Check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month the employee requests in writing that his authorization and request for check-off be terminated.

**ARTICLE VIII
STEWARDS AND ALTERNATE STEWARDS**

A. In each group classification, employees in the group classification shall be represented by one permanent steward for each shift designated in writing by the Union to the Board of Education or its representative who shall be a regular employee working in that group classification. The Union may also designate a chief steward who may act in place of or in the absence of the steward or *President*. The Union will notify the employer who the officers and stewards are and their term of office within thirty (30) days after election, in writing. During overtime periods, an alternate steward will be appointed if necessary, by the *President* of the Union. The following listing of group classifications and positions pertains only to steward representation and does not pertain to any other purposes of this Agreement:

1. Custodial-Maintenance Employees
Transportation Coordinator
Mechanic
2. Cafeteria
3. Transportation and Dispatcher
Security Guards
Crossing Guards
4. Secretarial-Clerical
Printing Clerk
Library Technical Assistants
5. Instructional Assistants
Hall Monitors

B. Employee classifications shall be listed in the Salary Schedule included in this Agreement. Classifications other than those listed in the Salary Schedule may be added as need is determined by the Board of Education at which time vacancies and wage rates will be posted as provided in this Contract. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure.

C. The *President*, *Vice President* and steward for each classification shall receive copies of grievance responses, notice of leaves of absence, notice of change of positions, transfers and promotions pertaining to employees within that classification, excluding medical information, confidential or personal information. The *President* shall receive a copy of the daily absence sheet listing AFSCME personnel.

**ARTICLE IX
SPECIAL CONFERENCES**

Special conferences for important matters may be arranged between the *President* and the Board of Education or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Board of Education and by not more than two (2) representatives of the Local Union unless additional representation is mutually agreed upon by both parties.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda. Conferences shall be held during normal working hours.

This meeting may be attended by a representative of the council and/or a representative of the International Union.

All proposed supplemental agreements shall be subject to good faith negotiations between the Board of Education or its representative and the Union. Any supplemental agreements resulting from a special conference shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

**ARTICLE X
GRIEVANCE PROCEDURE**

A. Definition - A grievance shall mean a complaint by an employee or group of employees based on an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

B. Procedure - Grievances shall be presented and adjusted according to the following procedure:

STEP I

In the event the matter is not resolved informally, a written grievance may be filed by the Union and/or the employee to the employee's immediate supervisor within ten (10) working days following the occurrence which is the basis of the grievance.

Within ten (10) working days after receipt of the written grievance, the employee's immediate supervisor shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved party and to the Union president or his/her designated representative.

STEP 2

Within five (5) working days after receiving a reply, if the employee or the Union still feels aggrieved, he/she may appeal to the superintendent or his/her designated representative. The appeal must be in writing. A meeting between the Union or the employee and the superintendent or his/her representative will be arranged to discuss the grievance within ten (10) calendar days from the date the grievance is received by the superintendent or his/her representative.

Within five (5) working days after the date of the meeting at which the grievance was discussed, the superintendent or his/her representative shall communicate his decision, in writing, together with the supporting reasons, to the aggrieved party and to the Union.

STEP 3

Within five (5) working days after receiving a reply, if the employee of the Union still feels aggrieved, the employee or the Union may appeal in writing to the Board of Education Grievance Committee. A meeting between representatives of the Union and the Board of Education Grievance Committee will be arranged to discuss the grievance within seven (7) calendar days from the date the grievance is received by the Board of Education Grievance Committee.

Within five (5) working days from the date of the meeting at which the grievance was discussed, the Board of Education Grievance Committee shall communicate its decision, in writing, together with the supporting reasons, to the employee and the Union.

STEP 4

If the Board of Education Grievance Committee and the Union shall be unable to resolve any grievance, and such grievance shall involve an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement, the grievance may be appealed to arbitration within thirty (30) days after the decision or reply of the Board of Education Grievance Committee. Such appeal shall be in writing and shall be delivered to

the Board of Education Grievance Committee within said thirty (30) day period and to the American Arbitration Association within a sixty (60) day period (30 days in cases of discharge) after the Board's decision or reply and, if not so delivered, the grievance shall be abandoned, except in an emergency which is beyond the control of either party. If the parties are unable to agree upon an Arbitrator, he/she shall be appointed under the rules of the American Arbitration Association.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and he/she shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the function of the Board of Education or the proper exercise of its judgment and discretion under the Law and this Agreement.

The decision of the Arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding. The cost of arbitration shall be shared equally between the Board of Education and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

C. Investigation of Grievances - The *President* shall be allowed one (1) hour per working day, when required, without loss of time or pay, and the stewards shall be released upon approval of their immediate supervisor, which approval will not be unreasonably withheld, to perform the following:

1. Investigate a grievance.
2. Present a written grievance to the immediate supervisor.
3. Discuss a grievance with the designated representative of the Board of Education and to attend scheduled special conferences, provided he/she has received permission from his/her immediate supervisor to leave his/her job and has made prior contact and/or appointment with the immediate supervisor and/or designated representative of the Board of Education to conduct any of the above three items.

Additional time may be allowed without penalty if, in the judgment of the immediate supervisor, work performance will not be impaired.

D. Supervisors - For purposes of the Grievance Procedure only, the following is a list of the designated supervisors for each specific classification:

1. The *Director* of Operations shall be the supervisor for the custodial, maintenance and transportation employees, as well as the secretary assigned to the Building and Grounds department, and the stockroom and supply custodian.
2. The Cafeteria Manager shall be the supervisor for cafeteria employees, *crossing guards* and *security guards*.
3. The Building Principal shall be the supervisor for secretarial and clerical employees in his/her building.
4. The Personnel Manager/Designee shall be the supervisor for central office secretarial and clerical employees.
5. The Building Principals and the *Deputy Superintendent* or their designated representatives shall be the supervisors for the library technical assistants (LTA's).
6. The Director of Special Education, *Deputy Superintendent*, or Building Principal, whichever is applicable shall be the supervisor for instructional assistants.

7. The applicable Building Principal shall be the supervisor for hall monitors.

E. General Principles:

1. The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
2. The number of days indicated at each level of the grievance procedure should be considered as maximum, and every effort should be made to expedite the grievance process.
3. It shall be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties.
4. In the course of investigation of any grievance, representatives of the Union will report to the immediate supervisor of the building being visited and state the purpose of the visit immediately upon arrival.
5. It shall be the continued practice of the Board to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.
6. The Union, recognizing the importance of the employee's occupation, expects its members to conduct themselves in all aspects of their employment in an ethical and proper manner, will, upon receipt of notice from the Board of Education or its representatives of any employee who has abused any privilege granted in this Agreement, exert all reasonable efforts to rectify any abuse.
7. A grievance may be withdrawn at any level of the grievance procedure without prejudice.

**ARTICLE XI
COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

ARTICLE XII

DISCHARGE, SUSPENSION AND REPRIMANDS

A. No employee shall be disciplined, including reprimand, suspension, demotion or discharge, with or without pay, without just cause and Union representation, if requested.

B. Discharge or suspension of any employee may be referred, if requested in writing by the Union, to the Personnel Manager/Designee. Such written request must be filed with the Personnel Manager/Designee within three (3)* working days from the date of the discharge or suspension, and the conference shall be held within three (3)* working days from the date the Personnel Manager/Designee receives the written conference request from the Union. A written disposition of the conference shall be issued within three (3)* working days from the date of the conference. If the discharge or suspension is not resolved by the conference, the Union may appeal to the second step of the Grievance Procedure within three (3)* working days from the date of the written disposition.

* except in extenuating circumstances

In the event the discharge or suspension is reversed under the method of adjusting the grievances set forth herein, the employee may receive full compensation for all time lost and full restoration of all other rights and conditions of employment.

C. Written reprimands and other written disciplinary documents on any subject matter which could be construed as detrimental to an employee's future promotion, transfer, present or future employment shall be given to the affected employee at a conference with his/her immediate supervisor or his/her designee if the employee is at work. A copy of the reprimand or other disciplinary document will be given to the Union President. The employee may at his/her option be accompanied by a Union representative. If an employee is not at work, the written reprimand or other disciplinary documents shall be mailed to his/her last known address. For purposes of the Grievance Procedure, the time for filing a grievance concerning written disciplinary action shall commence on the date the written disciplinary document was personally given to the employee or in the event of mailing, on the third day following the date such document was mailed.

D. *Disciplinary documentation* shall be removed from an employee's personnel file after two (2) years from the date of such written *documentation* as part of a progressive discipline procedure. In such a case the letter(s) of *disciplinary documentation* will remain in the file for a period of three (3) years from the date they were issued. It is expressly understood they shall be removed from an employee's file in accordance with this provision on an annual basis (employees' files will be audited once a year).

E. District wide policies shall be given to all new employees by the Personnel Office after 90-day Probationary Period has been completed. These district-wide policies shall be reviewed with the Union and the Personnel Office annually.

**ARTICLE XIII
SENIORITY**

A. Probationary Employees - New employees hired in a permanent position in a group classification shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The probationary employee shall receive the contractual rate of pay but shall not receive any fringe benefits, L.T.D. or holiday pay during the probationary period. The probationary employee may accumulate personal leave days during the probationary period, but may not use them until after successful completion of the probationary period. The ninety (90) calendar days probationary period shall be accumulated within not more than a six (6) month period, excluding summer months when school is not in session for forty (40) to forty-five (45) week employees only. When an employee finishes the probationary period by accumulating ninety (90) calendar days of employment within a six (6) month period, he/she shall rank for seniority from the day ninety (90) days prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in Article II of this Agreement, except that the Board of Education or its representative will have the right of discharge or disciplinary action involving a probationary employee without a grievance filed or processed for other than lawful Union activity.

The employer agrees to notify the Union president and the treasurer when new bargaining union members are hired on a permanent basis and when such employees have completed the ninety (90) day probationary period, except in emergencies. Substitutes shall not acquire or accrue seniority.

B. Seniority shall be on a district-wide basis in accordance with the employee's first day on the job, provided minimum qualifications are met and the work can be performed satisfactorily, and shall prevail for job location, building, shift, vacancy or open jobs. It is understood and agreed that the application of district-wide seniority for job location, building or shift shall be for vacant or open positions and for newly created positions. District-wide seniority shall be applicable to shift changes which occur during the summer months when school is not in session and during winter and spring break periods when school is not in session.

1. If more than one (1) employee is hired on the same day, the last four digits of the employees social security number will be used. The lowest four

digit number employee shall be number one seniority, next higher number employee will be number two seniority and so on, being placed accordingly.

First day in position shall commence the Probationary Period for a period of ninety (90) calendar days. If a probationary employee is absent for any reason (excluding weekends and holidays) those days missed shall be added to their start date and the probationary period shall be recalculated.

This method shall not apply when a seniority employee starts the same day as a new hire in a particular group. Seniority employee shall be considered first.

2. Whenever an employee is promoted, transferred or demoted, he/she shall be put on the salary level according to his/her seniority.

C. Seniority List:

1. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
2. The seniority list on the date of the Agreement will show the names and job classification of all employees of the unit entitled to seniority.
3. The Board of Education or its representatives will keep the seniority list up to date at all times and will provide the local Union with an up-to-date copy at least every three (3) months.
4. A Group Seniority List shall be established in each Group for purposes of bidding within an employee's own group. For purposes of beginning this procedure, each employee will be placed on the Group Classification Seniority List in their respective groups designating their current District-wide seniority.
5. Employees within the bargaining unit who have been transferred under Article XIV but who are outside the Group Classification in which the transfer was made, shall be placed at the bottom of the Group Classification Seniority List; however, shall retain District-Wide Seniority for all other areas of this contract. If the employee leaves the Group Classification, his/her Group Classification will be frozen within the Group Classification.

D. Loss of Seniority - An employee shall lose seniority for the following reasons:

1. Employee quits.
2. Employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. Employee is absent for three (3) consecutive working days without notifying the Board of Education or its representative. In proper cases, exceptions shall be made. After such absence, the Board or its representative will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any case is not satisfactory, the matter may be referred to the grievance procedure.
4. If employee fails to return from sick leave and leaves of absence at the expiration of such leave.
5. Employee gives a false reason for a leave of absence or engages in other employment during such leave, unless the employee has been granted a Career Option Leave in accordance with Article XIX, Section A(9).

ARTICLE XIV LAYOFF

A. The work "layoff" means a reduction in the working force due to a decrease of work or of operational funds. When it becomes necessary to reduce the bargaining unit, the Administration will notify and meet with the Union representatives to inform them of the planned reduction.

B(1) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees within the affected classification will be laid off on a district-wide basis. Seniority employees will have bumping rights within their group classification first, and then district wide if minimum qualifications are met and they can perform the work satisfactorily. Bumping must be requested in writing by employees being laid off within five (5) working days from the date the affected employees are notified of their layoff. The written notification of bumping shall be submitted to the Personnel Office within the five (5) day period. After receipt of the written notification, a meeting shall be arranged with the designated representative from the Personnel Office, the affected employee or employees and a Union representative to discuss bumping. The reallocation

of work or job assignments following a layoff may be accomplished at a meeting which shall be attended by all affected or eligible employees within the classification and the Union representative.

B(2) An employee with seniority, laid off from his/her group level, shall first exercise his/her group classification seniority within his/her group classification as to lateral or lower positions. As to lateral or lower positions within his/her own group classification, the employee does not have to qualify. In the event no lower or lateral position is available within the employee's group classification, the employee may exercise his/her district-wide seniority in a lower or lateral classification on a district-wide basis if the affected employee meets minimum qualifications and is able to perform the work satisfactorily. The order of the classifications and of levels within classifications shall be determined on the basis of the wage schedule. An employee who meets the minimum qualifications and who has exercised his/her district-wide seniority in a lower or lateral position as a result of a layoff shall have twenty (20) workdays to determine whether the employee can perform the work satisfactorily. If the employee cannot perform the work satisfactorily, the employee shall be removed from the position and may exercise his/her seniority rights as to another position for which the employee meets the minimum qualifications and is otherwise eligible in accordance with this provision or, if the employee is not eligible for any other position, the employee shall be laid off. In the event the employee is removed from the position as provided above, written reasons for removing the employee shall be given to the affected employee and the Union representative, and such removal shall be subject to the Grievance Procedure. It is understood that the above twenty (20) workday trial period applies to employees exercising their seniority outside of their group classification due to a layoff, except that employees within the secretarial-clerical group classification must meet the minimum qualifications for any lower or lateral position which they are eligible to bump into due to a layoff. Secretaries who bump into a lower or lateral secretarial or clerical position as a result of a layoff shall be deemed to meet the minimum qualifications of the position into which they bump, but such secretaries shall be required to meet the minimum qualifications for any non-secretarial or non-clerical position into which they bump in the secretarial-clerical group classification, including but not limited to instructional assistants positions or bookkeeping positions. This provision does not apply to ten (10) month employees when school is not in session.

B.(3) Once departmental (group) seniority is exercised and exhausted, district wide seniority will be used for the purpose of bumping.

B.(4) Preferential seniority shall be afforded to *President* and *Vice President*, for as long as these employees serve in these positions.

Under no circumstances, can an employee gain a promotion from a lay-off.

APPLICATION OF PREFERENTIAL SENIORITY - Once a Preferential Seniority employee is to be laid off or he/she has been bumped, he/she will bump first to a position with comparable hours with regular seniority. If the "Preferential Seniority" employee cannot be placed within his/her level/classification using his/her regular seniority, his/her preferential seniority will place him/her into the lowest seniority position with the comparable hours within his/her level/classification.

If the entire level/classification is vacated then the person with Preferential Seniority will bump first in a position with comparable hours with his/her regular seniority. If the Preferential Seniority employee cannot be placed within this level/classification using his/her regular seniority, then his/her preferential seniority will place him/her to the lowest seniority position with the comparable hours, providing he/she is qualified for the position.

If a bid meeting is necessary, then upon approval of the *President* and Management one would be set up.

Once the Preferential Seniority has been exhausted by level/classification within his/her own group, the person can use his/her Preferential Seniority to bump into another lateral or lower group, providing he/she is qualified for the position. First using his/her regular seniority to a position with the same or more hours; and if he/she cannot be placed in a position using his/her regular seniority, then placed into the lowest seniority position with comparable hours within the level he/she desires.

NOTE: "Qualified for the position" shall be defined as meeting the minimum qualifications of the job posting.

C. Employees to be laid off for an indefinite period of time shall receive a notice of layoff by personal delivery or first-class mail at least seven calendar days prior to the layoff. The Union *President* shall receive a copy of the notice of layoff by personal delivery or first class mail. The local Union shall receive a list from the Board of Education or its representative of the employees being laid off on the same date the notices are issued to the employees. In the event no positions are available in the laid off employee's classification, the laid off employee will stay in his/her classification until layoff becomes effective.

D. Employees who have been laid off shall continue to accrue seniority to an amount which shall not exceed one (1) year. Upon recall, the seniority which an employee has accrued while on layoff shall not apply to wage schedule placement and fringe benefit eligibility.

E. An employee's leave days shall be frozen at time of layoff.

**ARTICLE XV
RECALL**

When the working force is increased after a layoff, employees will be recalled according to seniority classification, as defined in Section B, Article XIII. Notice of recall shall be sent to the employee at his/her last-known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to be a quit. It shall be the responsibility of the employee to keep the Board of Education or its representatives notified of his/her correct address. The Union President shall receive a copy of the notice of recall by personal delivery or first-class mail.

If a laid off employee has been recalled to a position which is temporarily vacant due to the illness or disability of the employee normally assigned to the position, the recalled employee shall revert to layoff status upon the return of the employee who has been ill or disabled and shall receive a one (1) day notice that he/she is being returned to layoff status. An employee is not required to accept a recall for temporarily vacant positions. However, if he/she does accept, it is understood that it would be to the position with the least hours vacated as the result of current employees (working less than full-time) shall have the option of the original vacant position.

If the least houred employee does not accept the original vacant position, the recalled employee will only be eligible for the vacant position.

The School District is not required to recall a laid off employee for temporarily vacant positions except as otherwise provided in Article XVI(E).

**ARTICLE XVI
TRANSFERS**

A. Transfer of Employees to Non-Bargaining Unit Positions - If an employee is transferred to a position within the school district which is not included in the bargaining unit, the employee shall accrue up to one (1) year of seniority while working in the non-bargaining unit position and upon returning to a bargaining unit position, the employee shall receive credit for the seniority he/she accrued as a member of the bargaining unit.

Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

B. Transfers Within the Bargaining Unit - Transfer shall mean the reassignment of any employee to any positions not deemed a promotion as provided in this Agreement, and without a reduction in salary, other than shift premium, or an assignment within his/her classification to a different work location or shift.

Any transfer from a part time position to a full time position or promotion shall be subject to a ninety (90) day probation period. This is to determine if said person is qualified to perform full time employment and any additional requirements as contained within said job description that may be associated with said full time position or in the case of promotion to determine if said person is capable of performing all duties and functions required in said position.

Notwithstanding, said employees previous benefits shall not be diminished during said probationary period.

Written evaluations by the school district shall be made on the 25th day, 50th day and 80th day with the final decision being made on or before the 90th day.

C. Request for Transfer - Employees desiring a job transfer to a vacancy or newly created position within the bargaining unit shall submit such a request in writing within four (4) calendar days after the posting of the vacancy or newly created position to the Personnel Manager/Designee, stating the reasons for desiring a transfer. Transfers shall be based on seniority and the ability to perform the work satisfactorily.

D. Newly Created Positions, Vacancies and Short Term Help Assignment:

1. A short term help assignment is defined as a position lasting from 1 to 30 days which is necessitated by a temporary increase in workload which cannot be completed in a timely manner by the regular staff. The administration may hire substitute help to fill short term help assignments by notifying the Union of the need for such help and the anticipated duration of the assignment prior to filling the position. The maximum use of such short term help will not exceed 1,000 hours total in the district per school year. Any additional hours will be mutually agreed upon between Management and Union. Laid off employees, meaning those not presently working for Clintondale, will be considered at all times for those short term assignments that are created in their classification.

A half-time clerk position will be created at the time of ratification of this 1990-1993 Contract. Should this position be eliminated for any reason, the short term help assignment position(s) will also be eliminated until the Clerk position is reinstated.

2. Newly created positions and regular vacant positions, which have not been terminated or eliminated, shall be posted and filled in accordance with the provisions of this Article and Article XVII, if applicable. Regular vacant positions, which have not been terminated or eliminated, shall be filled within twenty (20) days if filled by a current union member or thirty (30) days if filled from outside the unit. These days shall be counted from the date such positions become vacant, subject, however, to the following provisions regarding vacancies which are due to the excused absences of employees.
 - a. Vacancies Due to Excused Absences of 30 Days or Less - Vacant positions which have not been terminated or eliminated and which have been created due to an excused absence shall be filled during the first thirty (30) days or less under Article XVI(E) - (Temporary Assignments), if applicable.
 - b. Vacancies Due to Excused Absences of More than 30 Days, but Less than 120 Days - In the event the vacancy referred to in Paragraph (a) above lasts more than thirty (30) days, the positions shall be posted in accordance with this provision as a temporary vacancy for the period between the 30th day and the 120th day from the date the vacancy commenced. If the person whose excused absence caused the vacancy returns prior to the expiration of the 120 days, the person who has accepted the temporary vacant position shall revert to his/her previous position.
 - c. Vacancies Due to Excused Absences Lasting More than 120 Days - In the event the vacancy referred to in Paragraph (a) above lasts more than 120 days from the date the vacancy occurred due to an excused absence and the position has not been otherwise terminated or eliminated, the vacancy shall be filled as a regular vacancy in accordance with this Article or Article XVII, if applicable.
3. Posting - All newly created positions, temporary vacant positions and other vacant positions, which have not been terminated or eliminated, shall be posted in a conspicuous place in each building in the School District for a period of

four (4) work days prior to the filling of a newly created position, temporary vacancy or vacancy within the bargaining unit. An employee wishing to apply for posted positions will apply in writing to the Personnel Director's office prior to expiration of posting. In the event an employee is accepted for a vacancy or a newly created position, his/her position will, in turn, be posted as a vacancy and filled from within the bargaining unit, the newly created vacancy shall, likewise, be posted as a vacancy.

4. Summer Months Notification - During the summer months when school is not in session, notices of vacant and new positions will be mailed to all employees in the classification in which the vacancy or new position occurred. Employees receiving such notice shall have ten (10) working days from the date of mailing of the notice to apply for the vacant and newly created position. Employees in other classifications shall be able to receive notice by calling a designated hot line number where such positions will be posted on Thursdays and remain so posted for a period of four (4) work days. Employees will have ten (10) working days from the date it is first put on the hot line to apply for the vacant and newly created position.
5. Calendar Days - The listing of days set forth in this section is in terms of calendar days, except as otherwise stated.

E. Temporary Assignments - After a position has been vacant for ten (10) working days due to the absence of the employee regularly assigned to that position, an employee who has been laid off from the classification and who meets the minimum qualifications for the position (the employee must be laid off and not working in another classification) shall be recalled to fill the position on a temporary basis. The employee who is recalled to fill a temporary vacancy shall receive the rate of pay for the position but shall not receive any fringe benefits while filling the temporary vacancy. An employee who is notified of his/her recall to fill a temporary vacancy lasting thirty (30) calendar days or less is not required to accept the recall.

In the event no laid off employee is available for recall in accordance with this provision, a temporary assignment for the purpose of filling such vacancy will be granted to the senior employee within the classification who meets the requirements for such position and performs the same satisfactorily. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. The position of the employee who is temporarily assigned to the vacant position may be filled by a substitute or the temporary assignment of another employee. This Article shall only apply to vacancies lasting thirty (30) calendar days or less. The past practice of temporary assignments for cafeteria employees will not be changed by this new language.

SEASONAL HELP

- F. The Building and Grounds Department will use seasonal help throughout the year.
1. The winter seasonal help will be posted on an as needed basis for snow removal purposes only. *All affected bargaining unit members will revert back to previously held position(s) at the end of the time frame.*
 2. The summer seasonal help will be posted each year as per Section D.3. *The term of each position will be agreed upon by both Union and Management. The positions that are being vacated will be posted as seasonal help replacements and offered up by seniority within the group classification first. Then the final seasonal vacancy posted will be paid \$1.00 per hour above the substitute wage for the person outside of the group classification.*
- G. 1. The Board will only use students as summer and seasonal employees between April 15th and the 1st of September of each year.
2. It is agreed that the hiring of the above mentioned shall in no way infringe upon the rights of the bargaining unit members.
 3. It is agreed that such employees shall not be paid wages at more than the State or Federal minimum wage scale.

ARTICLE XVII PROMOTIONS

A. Bargaining Unit Promotions - Promotions within the bargaining unit shall be made first on the basis of the seniority and qualifications of employees in the group classification where the vacancy exists, and second, on the basis of the seniority and qualifications of employees within the bargaining unit.

Employees from within the bargaining unit who have been granted a promotion but who are outside the group classification in which the vacancy exists shall be placed at the bottom of a group classification seniority list; however, shall retain District-Wide Seniority for all other areas of this contract. If the employee leaves the group classification, his/her group classification seniority will be frozen within the group classification. Job vacancies will be posted for a period of four (4) work days, setting forth the minimum requirement for the position in a conspicuous place in each building. Employees within the bargaining unit interested shall apply within the four (4) work day posting period. The employee applying for the promotion and who meets the minimum requirements shall be granted a trial period of ninety (90) workdays, excluding vacations, holidays, and personal leave days, and for ten (10) month employees, the summer break period when school is not in session to determine:

A. (1) His ability to perform the job satisfactorily under the duties and qualifications of the job description.

B. (1) Maintenance Position - The Clintondale Board of Education will have three (3) levels of maintenance personnel, with the minimum employment of two maintenance personnel in Level (1); two maintenance personnel in Level (2); and, one Maintenance Foreman in the Level (3) position. (See job description for duties and qualifications.) If no bargaining unit member has the qualifications to promote into the open level of a maintenance position, the Board of Education will have the right to fill the Level from outside the bargaining unit to the general public.

B. (2) Pre-qualifications - Level 1 will have a pre-qualification test consisting of 25 questions at four points per question, with a minimum of a 76% passing rate to qualify for the Level (1) Maintenance position. The test will be prepared by Union and Management. The Senior applicant receiving a 76% or better score on the test will have the right to the promotional ninety (90) day trial period.

C. The Clintondale Board of Education will employ one Certified State of Michigan Bus Mechanic according to the negotiated job description as of August 1, 1992.

D. REASONS FOR DENIAL OF PROMOTION - In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to the Union President.

E. TRIAL PERIOD - During the trial period, excluding vacations, holidays, personal leave days, and for then (10) month employees, the summer break period when school is not in session, the employee shall have the opportunity to revert back to his/her former position. If he/she returns voluntarily, he/she shall not be permitted to bid again under Article XVII, until all employees within the classification affected have been given the opportunity to bid for a promotional position. If the employee is unsatisfactory in the new position, notice

and reasons shall be submitted to the Union in writing by the Board of Education or its representative with a copy to the employee. During the trial period, employees will receive the rate of the job they are performing.

F. TEMPORARY PROMOTION - Employees required to work in a higher classification, based on seniority and qualifications, shall be paid the rate of the higher classification. This is not to be used by the Board of Education or its representative in such a manner as to be taking advantage of an employee or used by an employee in such a manner as to prohibit the performance of his/her duties.

Note: When an employee voluntarily promotes to a position within the bargaining unit and within two years thereafter voluntarily demotes to another group, said employee shall enter said demotion level position at a wage level equal to the same pay schedule that said employee would have been at had said employee not previously promoted.

ARTICLE XVIII VETERANS

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such services shall receive all rights provided by law.

ARTICLE XIX LEAVES OF ABSENCE

A. The Board or its representative may, upon written application, grant a leave of absence for periods not to exceed one (1) year, without loss of seniority, in accordance with the following provisions:

1. Leaves of absence with pay chargeable against the employee's allowance for leave days shall be granted for the following reasons:
 - a. Five (5) days of the annual leave day allowance may be used for a critical illness in the employee's immediate family, defined as mother, father, spouse, children, brother and sister.
 - b. Two (2) days of the annual leave day allowance may be used for an emergency illness in the employee's family, where such illness requires the employee to make arrangements for necessary medical and nursing care.
 - c. One (1) day of the annual leave day allowance may be used for attendance at the graduation

of a son, daughter, husband or wife, except when travel requires additional time.

- d. Days chargeable against the annual personal leave day allowance may be used to conduct personal affairs which cannot normally be accomplished outside working hours, such as religious obligations, medical and dental appointments cannot be scheduled at other times, attendance at the funeral service of a person whose relationship warrants such attendance, and the taking of the selective service examination.
2. Leaves of absence with pay not chargeable against an employee's annual allowance for leave days shall be granted for the following reasons:
 - a. Six (6) days per school year may be used for a death in the immediate family, as defined in Section A, 1(a), of this Article. Three (3) days of the six (6) days per school year may be used in the event of the death of a grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law.
 - b. Court appearances connected with the employee's employment with the School District, including school proceedings to which the employee has been subpoenaed.
 - c. Jury Duty - Employees covered by the terms of this Agreement who serve on jury duty during their work year shall be paid the difference between their pay for jury duty and their regular pay for each of their workdays served on jury duty in the following manner: While on jury duty, such employees shall pay their jury duty pay to the School District and will, in turn, receive their normal pay. In the event the employee's jury duty pay exceeds the employee's regular pay, the employee shall retain the jury duty pay and not receive his/her regular, normal pay while on jury duty.
 3. Child Care Leave - A child care leave of absence shall be granted to any employee for a period not to exceed one (1) year without pay and without fringe benefits for the purpose of caring for the employee's child or children, subject to the provisions of this Article. Eligible employees may

make arrangements to pay the premiums for the Blue Cross and Blue Shield Hospital Plan and the life insurance program through the employer at the prevailing group rates, provided such an arrangement is acceptable to the insurance carriers.

4. Military Leaves of Absence - A leave of absence without pay for service in the military shall be granted to full-time employees in accordance with the applicable state and federal laws.
5. Employees will not be charged leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment, from the following list:
 - a. Mumps
 - b. Measles
 - c. Chicken Pox
 - d. Scarlet Fever
 - e. Impetigo
 - f. Rubella
 - g. Head Lice
 - h. Scabies

A physician's statement shall be submitted to the Personnel Department as soon as possible.

6. Temporary Leaves of Absence - Union members who are elected or appointed to positions by the Union which require the employee to leave his/her employment with the School District may, upon request, receive a temporary leave of absence without pay for a period not to exceed one (1) year, with said leave to be renewable for one (1) additional year upon application to the Board.
7. Conference Leave - The president of the Union or his/her designated representative shall be allowed five (5) days per school year without loss of time or pay to attend union conferences or educational conferences upon written request. In addition, the *President and Vice President* will be allowed one (1) hour per day for Union Business upon notification to their immediate supervisor.
8. Medical Leave of Absence - Any employee who has been absent from his/her position for one hundred-twenty (120) consecutive calendar days for medical or disability reasons shall on or before the one hundred-twentieth (120th) day apply for a medical leave of absence in accordance with the provisions of this Article.

At the time of application, the employee shall submit a physician's statement. Employees returning from a medical leave of absence shall

submit a physician's statement authorizing their return to work at the time their written notice of intent to return is filed. Upon mutual agreement between Management and Union, employee will have the right to try to return to the same position up to one week without any loss or gain of benefits.

9. Career Option Leave - A career option leave of absence may be granted to any employee for a period not to exceed one (1) year without pay and without fringe benefits for the purpose of seeking alternate career opportunities, subject to the provisions of this Article.
10. The Board will approve up to twelve (12) weeks of Family and Medical Leave during any (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA).

All requests for such leave will be made to the Director of Personnel. In the event, the need is foreseeable, advance notice of thirty (30) days shall be provided prior to the start of the FMLA leave. If it is not possible for the employee to provide thirty (30) days advance notification, the employee must provide as much as is practical. Proper certification of the reason for the leave must be provided.

The employee may have the option to utilize available accrued vacation and/or leave time for all or part of the duration of the FMLA leave but any balance of time shall be without pay.

B. Leave Request Procedure - Employees desiring a leave of absence in accordance with this Article shall apply to the Board or its representative at least thirty (30) calendar days prior to the effective date of the leave, except in emergencies, and shall specify the facts and reasons for the leave.

C. Return From Leave - Upon return from a leave of absence, the employee shall be assigned to the same position in which he/she previously worked. When an employee returns from a Worker's Compensation Leave or a Medical Leave he/she shall return to their position held prior to going on said leave and all employees who transferred because of said leave shall revert back to their former position(s). The above shall apply to employees on Worker's Compensation for up to two (2) years from date of leave and for Medical Leave for up to one (1) year from date of leave.

If time has elapsed as prescribed above, then returning employee from said leave shall exercise their bumping rights as prescribed in Art. XIV.

When an employee returns from any other kind of approved leave besides

those mentioned in Article XIX, Section C, he/she shall exercise their bumping rights as prescribed in Article XIV (excluding Family Medical Leave Act).

To prevent a lengthy bidding process, a bid meeting will be held within thirty (30) days prior to the employee's return whereby all affected positions will be bid upon by seniority. The personnel manager/designee, the President, the involved stewards, and all employees in the group classification who have the same or less seniority than the returning employee will be present at said meeting.

If the returning employee's position has been eliminated, a bid meeting will be held as outlined in this Article.

With the exception of a "Medical Leave" and a "Workers Compensation Leave", no employee shall return to work prior to the expiration of his/her leave unless the Board or its representative has consented to such early return from the leave. Employees returning from a "Medical Leave" or "Workers Compensation Leave" shall return upon submission of a physician's statement regarding the employee's ability to perform his/her work duties. Any employee who fails to return from a leave of absence shall lose his/her seniority and his/her employment shall be terminated.

The School District reserves the right to send employees returning from medical leave or workers compensation leave to a physician of the school district's choice for review of the employee's ability to perform his/her work duties at no cost to the employee.

If there is a conflict of physician's statements, the parties will agree to the selection of a third physician with the cost divided between employee and the school district, if not in conflict with our existing insurance policy or coverage.

D. General Provisions - Unless otherwise indicated, all leaves of absence shall be subject to the following provisions:

1. All extended leaves of absence shall be limited to one (1) year.
2. Leaves of absence shall not be granted to enable the employee to realize financial gain with the exception of an approved Career Option Leave of Absence granted in accordance with Section A(10) of this Article.
3. Salary increments shall not accrue during a leave of absence.
4. Accumulated leave days shall be maintained during a leave, but shall not accrue or increase.

5. An employee's eligibility for a leave of absence, with the exception of child care leaves of absence, shall be based upon a minimum of one (1) year of employment in the District. Employees shall be eligible for a child care leave of absence after six (6) months of continuous employment in the District.
6. Written notice of intent to return from a leave of absence or resign shall be given to the superintendent or his designee thirty (30) days prior to the expiration of the leave (*exclusive of the Family Medical Leave Act.*)
7. The granting of a leave of absence, with the exception of military leaves, shall be subject to the Board's ability to secure qualified replacements.
8. All requests for extended leaves must be submitted to the Board thirty (30) days prior to the commencement date of the leave.
9. *Whenever a question of health, safety or welfare of an employee who is pregnant exists or is perceived by management to exist, upon the request of the Superintendent or his/her designee, said employee shall submit a physicians statement regarding the employee's ability to perform her work duties and/or any restrictions required for the health, safety or welfare of the employee and/or child.*
10. Except as otherwise provided in this Article, all leaves of absence shall be without pay and without fringe or insurance benefits. A medical leave of absence shall be without pay (except worker's compensation benefits or income protection benefits, when applicable, and subject to the terms of this Agreement), but the following designated fringe or insurance benefits shall be provided to the employee during the medical leave of absence for a period not to exceed two (2) years, provided that the employee was otherwise eligible for and was receiving such benefits prior to the leave of absence: Medical Insurance, Life Insurance and Dental Insurance pursuant to the provisions of Sections A, B and E, respectively, of Article XXVI. This provision does not apply to employees on medical leaves of absence as of September 1, 1982.

**ARTICLE XX
LEAVE DAYS**

A. A yearly allotment of Leave days will be given on the 1st day of July of each year. Leave days shall be granted to employees by classification in accordance with the following schedule:

1. Custodial and Maintenance Employees - Custodial and maintenance employees shall receive fourteen (14) leave days annually, which may be accumulated to 100 days to a maximum of 800 hours total. These revisions are for new hires after 7/1/98 only.

0 thru 90 days	No leave days
91 days thru 1st year	1 day per month
1st year thru 2nd year	10 days per year
2nd year thru 3rd year	11 days per year
3rd year thru 4th year	12 days per year
4th year thru 5th year	13 days per year
5th year and after	14 days per year

Note: All days shall be equivalated to hours as per individual regular shift.

Current employees shall not loose any leave days allotted under the 1997/98 schedules.

2. Secretarial, Clerical Employees, Instructional Assistants and Library Technical Assistants (LTAs):
 - a. Secretarial and clerical employees who work fifty-two (52) weeks per year shall receive fourteen (14) leave days per year, which may be accumulated to a maximum of one hundred (100) days to a maximum of 800 hours.

Same as A2.

- b. Secretarial, clerical employees, instructional assistants and library technical assistants (LTAs) who work forty (40) to forty-five (45) weeks per year shall receive twelve (12) leave days per year, which may be accumulated to a maximum of one hundred (100) days to a maximum of 800 hours.

These revisions are for new hires after 7/1/98 only.

0 thru 90 days	No leave days
91 days thru 1st year	7 days per year
1st year thru 2nd year	8 days per year
2nd year thru 3rd year	9 days per year
3rd year thru 4th year	10 days per year
4th year thru 5th year	11 days per year
5th year and after	12 days per year

Note: All days shall be equivalated to hours as per individual regular shift.

Current employees shall not loose any leave days allotted Under the 1997/98 schedules.

3. Bus Drivers:

a. Bus drivers who work four (4) or more hours per day shall receive twelve (12) leave days per year, which may be accumulated to a maximum of one hundred (100) days to a maximum of 900 hours.

Same as 2b.

b. Bus drivers who work less than four (4) hours per day shall receive eight (8) leave days per year, which may be accumulated to a maximum of one hundred (100) days to a maximum of 800 hours.

These revisions are for new hires after 7/1/98 only.

0 thru 90 days	No leave days
91 day thru 1st year	6 days per year
1st year thru 5th year	7 days per year
5th year and after	8 days per year

Note: All days shall be equivalated to hours as per individual regular shift.

Current employees shall not lose any leave days allotted under the 1997/98 schedules.

c. Transportation Dispatcher shall receive thirteen (13) leave days per year which may be accumulated to a maximum of one hundred (100) days to a maximum of 800 hours.

These revisions are for new hires after 7/1/98.

0 thru 90 days	No leave days
91 days thru 1st year	8 days per year
1st year thru 2nd year	9 days per year
2nd year thru 3rd year	10 days per year
3rd year thru 4th year	11 days per year
4th year thru 5th year	12 days per year
5th year and after	13 days per year

4. Cafeteria Employees:

- a. Cafeteria employees who work four (4) hours or more per day shall receive twelve (12) leave days per year, which may be accumulated to a maximum of one hundred (100) days to a maximum of 800 hours.

Same as 2b.

- b. Cafeteria employees who work less than four (4) hours per day shall receive eight (8) leave days per year, which may be accumulated to a maximum of one hundred (100) days to a maximum of 800 hours.

Same as 3b.

- 5. Crossing Guards shall receive six (6) leave days per year which may be accumulated to a maximum of one hundred (100) days to a maximum of 800 hours.

These revisions are for new hires after 7/1/98 only.

0 thru 90 days	No leave days
91 days thru 4th year	6 days
4th year thru 5th year	7 days
5th year and after	8 days

All days shall be equivalated to hours as per individual regular shift.

Current employees shall not loose any leave days allotted under the 1997/98 schedules.

- 6. Security Guards shall receive ten (10) leave days per year which may be accumulated to a maximum of one hundred (100) days to a maximum of 800 hours.

Same as 2b.

- 7. Any employee having worked a 52 week work schedule shall receive the benefit package for a 52 week employee. Any employee having worked a 40-45 week schedule shall receive the benefit package for a 40-45 week employee. A seasonal help work schedule shall not be considered in computing either a 40-45 week work schedule for a 52 week work schedule.

B. Redemption of Accumulated Leave Days - After eight (8) continuous years with Clintondale, an employee may annually redeem any unused leave days over thirty-five (35) days and/or over sixty (60) days at the following rates:

1. Over thirty-five (35) days, the redemption rate shall be fifty (50%) percent of the employee's daily rate per unused leave day.
2. Over sixty (60) days, the redemption rate shall be sixty (60%) percent of the employee's daily rate per unused leave day.
3. Upon resignation in good standing or upon retirement in accordance with the Public Employee State Retirement Act, any employee may redeem all unused leave days at fifty (50%) percent of the employee's daily rate per unused leave day up to one hundred (100) days.

C. General Provisions

1. Leave Days:

- a. In the event an employee is absent for three (3) consecutive working days for reasons of illness or physical disability, the Superintendent or his designee may request the employee to furnish a written statement from his/her physician, verifying the illness and the anticipated length of absence. In the case of prolonged illness, the Superintendent or designee may request such additional statements from the employee's physician as are deemed necessary.
- b. Requests for extended leave must be submitted (3 consecutive days or more) to and approved by the Superintendent or his/her designee. A statement from the employee's physician may be required at any time, and the Board, at its own expense, may require the employee to submit to a physical examination by a specialist designated by the Board in order to determine whether leave is warranted.
- c. The position of those employees who have exhausted their leave days will be held open as long as it is possible to do so without interference with normal school functions or so long as an unfair burden is not placed upon the employees.
- d. *For informational purposes accumulated leave time shall be listed on an employees check quarterly.*

Said personal leave time shall be credited to the employees account as of July 1 of each school year. Notwithstanding, said time shall be deemed earned monthly at the applicable number of annual days pro-rated monthly. In the event an employee terminates employment for any reason prior to earning all personal leave time credited to his/her account on July 1 for the school year, the employees last paycheck shall be adjusted to reflect reimbursement to the school for any personal leave time used, but unearned.

- e. A leave day will be granted the last scheduled work day immediately before and the first scheduled work day immediately after holidays and vacation days with prior written approval of the immediate supervisor.
- f. Notwithstanding paragraph E. employees who use six (6) or less leave days during a twelve (12) month period July 1 through June 30th shall be allowed use of two (2) leave days the following year at his/her discretion with proper notification.

ARTICLE XXI

WORKING HOURS, STANDARD WORK WEEK AND OVERTIME

A. Working Hours and Standard Work Week - The working hours and standard work week for employees in each of their respective classifications shall be as follows:

1. Custodial and Maintenance Employees - The regular work week shall consist of forty (40) hours per week, consisting of five (5) eight (8) hour days, with thirty (30) minutes allowed for lunch not included in the eight (8) hour day.
2. Secretarial, Clerical Employees, Instructional Assistants and Library Technical Assistants (LTAs) - The regular work week shall consist of thirty-seven and one-half (37-1/2) hours per week consisting of five (5) seven and one-half (7-1/2) hour days.
3. Cafeteria Employees - The regular work week and hours for cafeteria employees may be less than the standard work week and work day. Hours of employment for such employees shall be those necessary for the adequate performance of the school lunch program. Head cooks, second cooks and helpers who are assigned to work three and one-half (3-1/2) or more hours per day will be allowed to

work on two (2) teacher in-service days each school year.

Management and Union agree that the present rotation system is to continue and agree to bidding procedures under seniority and qualifications for the cafeteria helpers, cashiers, bakers, ala carte, serving lines and dishwasher.

Extra time hours and special event hours will be kept on two (2) separate lists. The purpose for maintaining two lists is to give all cafeteria employees equal opportunity to work extra time over their regular scheduled hours. Refusal will be charged to the employee.

4. a. Bus Drivers - The regular work week and hours for bus drivers may be less than the standard work week and work day. Hours of employment for such employees shall be those necessary for the adequate performance of the school transportation program. Bus drivers will be paid for attendance in classes authorized by the administration. Drivers shall be paid according to bid sheet.

b. The regular work week and hours for bus drivers may be less than the standard work week and work day. Hours of employment for such employees shall be those necessary for the adequate performance of the school transportation program. Bus drivers will be paid for attendance in classes authorized by the administration. Drivers shall be paid according to bid sheet. Layover time will be paid for sixty (60) minutes or less on regular runs only.

5. Crossing Guards and Security Guards - The regular work week and work day for crossing guards and security guards shall be determined by the employee's immediate supervisor.

6. Regular part-time employees shall be defined to mean those employees who work less than the regular work day or less than a regular work week, as set forth in this provision, on a regular basis, either forty (40) to forty-five (45) weeks per year or fifty-two (52) weeks per year. The applicable wages for such employees shall be prorated based on the number of hours worked. In addition, regular part-time employees who are assigned to work thirty (30) or more hours per week shall receive the applicable fringe benefits for the classification in which they are working.

It is understood that this provision shall not be utilized to split a regular full-time position which has not been otherwise terminated,

eliminated or reduced in hours by the Board. (This provision applies to positions which are restored after being terminated or eliminated) among two (2) or more regular part-time employees.

This provision is not intended to apply to cafeteria employees, bus drivers or crossing guards.

B. Overtime/Extra Hours:

1. Any hours worked after eight (8) hours in any day and forty (40) hours in any one (1) week and all hours worked on Saturday shall be compensated for at the regular rate of one and one-half (1-1/2) times the regular hourly rate. Any hours worked on Sundays shall be compensated for at the rate of two times (double time) the regular hourly rate in addition to holiday pay.
2. Overtime/Extra Hours for secretarial, clerical employees, instructional assistants, and library technical assistants (LTA's) shall be paid after seven and one-half (7-1/2) hours in any one day or thirty-seven and one-half (37-1/2) hours in any one week at the rate of one and one-half (1-1/2) times the regular hourly rate. Time worked on Saturdays, Sundays and holidays shall be compensated for as provided herein.
3. Overtime/Extra Hours will be on a rotating basis by seniority in order to equalize overtime hours whenever possible within job classifications. After an employee has been absent for four (4) consecutive weeks {twenty (20) workdays}, such employee shall be rotated on the overtime list and charged with overtime hours occurring during the period of consecutive days of absence following the four (4) week period. This provision shall not apply to employees who are on vacations or to the summer period for employees who are not scheduled to work during that period.

**Substitutes working overtime, Union and Management must mutually agree prior to any overtime hours worked.*

**Substitutes shall mean anyone who replaces an employee who is absent from their normal duties.*

4. Overtime/Extra Hours will be distributed by building; however, if no building employee is

available, overtime may be distributed on a district-wide basis.

1. High School/Administration
 2. Middle School
 3. Community Center/Auditorium/Pool**
 4. McGlennen Elementary
 5. Parker Elementary
 6. Rainbow Elementary
 7. Continuing Education Center
 8. Raymond Contesti Library
- ** (Certified Pool Operator shall have exclusive rights for Pool Overtime).

Note: If an employee works in a position that consists of two or more buildings, the building in which their normal scheduled hours are greater shall be the building for tabulating overtime. If the hours are the same, then the building in which the shift starts shall be considered their building. The other building(s) shall then become the secondary building(s). Employee shall only be asked to work overtime in secondary building if everyone in building has refused to work said overtime or a need for additional help is deemed necessary.

5. For the purposes of computing overtime to be paid for Saturdays, Sundays and holidays, a shift which covers two (2) calendar days (third shift) shall be treated as worked on the day on which the shift begins, provided this work period is part of the normal forty (40) hour week.
6. (a) Notice of Field Trip Departure - Bus drivers shall be given not less than twenty-four (24) hours notice prior to a field trip departure. In the event less than twenty-four (24) hours notice of a field trip departure is provided, the driver may refuse the field trip and not have the overtime charged against him/her. However, bus drivers agree that they will not unreasonably refuse to accept field trips if the notice of departure is provided less than twenty-four (24) hours prior to departure.
7. Extra Hours and Overtime Records - The Board of Education will continue to keep hourly records and extra hours records for all non-certified personnel. A copy of overtime hours and extra hours may be requested by the Union president every thirty (30) days.
8. Notice of Scheduled Overtime (Custodial-Maintenance) - Subject to the following provisions and except in emergencies,

custodial and maintenance employees shall be notified of scheduled overtime prior to the scheduled lunch break occurring during their previous day's shift.

- (A) This provision shall not apply to call-in situations or to snow removal.
- (B) Custodial and maintenance employees agree that they will not unreasonably refuse to accept overtime if notice of overtime is not provided in accordance with the above provision.
- (C) In the event notice of overtime is not provided in accordance with the above provision and the overtime is refused by a custodial or maintenance employee, the overtime will not be charged against the employee.

9. Call-in Pay - Employees covered by the terms of this Agreement who are called in to work before or after their regular shift shall receive a minimum of two (2) hours pay for two (2) hours or less work, subject to the following:

Call-in pay shall not apply to the extension of the employee's normal shift nor shall it apply when an employee is required to report to work two (2) or less hours prior to the beginning of a shift. Employees may be assigned work for the entire two (2) hour call-in period. If the employee is not assigned to work the entire two (2) hours, the employee may leave work and shall receive the two (2) hours call-in pay.

c. Shifts:

1. All employees scheduled for and commencing work between the hours of 4:00 a.m. and 10:59 a.m. shall be on the first shift.
2. All employees scheduled for and commencing work between the hours of 11:00 a.m. and 6:59 p.m. shall be on the second shift.
3. All employees scheduled for and commencing work between the hours of 7:00 p.m. and 3:59 a.m. shall be on the third shift.
4. Starting times of employees will not be scheduled for the purpose of avoiding the payment of shift premium.

Employees are expected to be at their regularly assigned building or department at their scheduled starting times. Employees are not to leave their work stations prior to quitting time without permission of their immediate supervisor (*excluding lunch break*).

- D. When a special event or function is requested to be held at any school and is granted by the Building Use Committee, a waiver request, if deemed necessary by this committee, should be sent to the Cafeteria Manager and one to the Cafeteria Steward. The waiver request should be in the hands of the Cafeteria Manager and Cafeteria Steward no later than two (2) weeks before the event is to take place. The waiver request should contain the following information:
1. Where and when the event is to take place (include date and starting time and ending time).
 2. What cafeteria facilities are to be used and what utensils are to be used.
 3. People serving food are to have current required health tests.
 4. The number of cooks and/or helpers needed will be determined jointly by the Cafeteria Manager and the Cafeteria Steward.
 5. All events are to be listed on the Building Use Schedule and a copy of same sent to the Cafeteria Steward.

ARTICLE XXII HOLIDAYS

A. Custodial and Maintenance Employees - The following days each year are recognized as holidays with pay for permanent personnel only, who have worked the scheduled work day immediately prior to, and the scheduled work day immediately after the holiday:

- | | |
|-------------------|---------------------------|
| a. New Year's Day | f. Labor Day |
| b. Good Friday | g. Thanksgiving Day |
| c. Easter Monday* | h. Christmas Eve Day |
| d. Memorial Day | i. Christmas Day |
| e. Fourth of July | j. New Year's Eve Day |
| | k. Martin Luther King Day |

When a holiday falls on Thursday, then, Friday shall be part of the holiday.

B. Secretarial, Clerical Employees, Instructional Assistants, Transportation Dispatcher and Library Technical Assistants (LTAs) - The following days each year are recognized as holidays with pay for permanent personnel only, who have worked the scheduled work day immediately prior to and the scheduled work day immediately after the holiday:

1. Forty (40) to forty-five (45) week employees:

- | | |
|-------------------|---------------------------|
| a. New Year's Day | f. Thanksgiving Day |
| b. Good Friday | g. Christmas Eve Day |
| c. Easter Monday* | h. Christmas Day |
| d. Memorial Day | i. New Year's Eve Day |
| e. Labor Day | j. Martin Luther King Day |

When a holiday falls on Thursday, then, Friday shall be part of the holiday.

2. Fifty-two (52) week employees:

- | | |
|-------------------|---------------------------|
| a. New Year's Day | f. Labor Day |
| b. Good Friday | g. Thanksgiving Day |
| c. Easter Monday* | h. Christmas Eve Day |
| d. Memorial Day | i. Christmas Day |
| e. Fourth of July | j. New Year's Eve Day |
| | k. Martin Luther King Day |

When a holiday falls on Thursday, then, Friday shall be part of the holiday.

C. Cafeteria Employees, Bus Drivers, Crossing Guards and Security Guards - The following days each year are recognized as holidays with pay for the permanent cafeteria, bus driver, crossing guard and security guard only, who have worked the scheduled work day immediately prior to and the scheduled work day immediately after the holiday. In addition, bus drivers, security guards and cafeteria employees who work five (5) or more hours per day regularly shall have Memorial Day, Thanksgiving and the Friday after as paid holidays.

- | | |
|-------------------|---------------------------|
| a. New Year's Day | d. Labor Day |
| b. Good Friday | e. Christmas Day |
| c. Easter Monday* | f. Martin Luther King Day |

D. General Provisions:

1. Non-instructional personnel are to receive holiday pay on the basis of their regular prorated wage rate at the time of the holidays.
2. Should a holiday fall on a Saturday, Friday will be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the

holiday.

3. If a person is absent before or after a holiday on a day which is a scheduled work day, he/she must submit written evidence of medical illness or he/she shall not be paid for the holiday or holidays. In extenuating circumstances, exceptions may be made by the Superintendent or his/her designee, if documented evidence is furnished by the employee per Section C.1,e of Article XX.
4. President's Day unless in conflict with school calendar. If a conflict with the school calendar occurs, one (1) holiday will be scheduled by mutual agreement between the Union and Superintendent or his/her designee at a time when school is not in session.
5. Any holiday changed by state or federal government shall be adjusted accordingly.

*Easter Monday shall be granted as a paid holiday provided that school is not in session. In the event that school is in session, the holiday otherwise scheduled for Easter Monday will be rescheduled to another time which does not interfere with the operation of the school and upon mutual agreement between the Union and the Board.

ARTICLE XXIII VACATIONS

A. Employees shall be eligible to receive accrued vacation benefits in their respective classifications after attaining seniority and shall earn credits toward vacation for a fiscal year July 1st to June 30th in accordance with the following schedule.

Effective for the 1995/96 school year all personal and vacation days will be converted to hours. Personal and vacation days will be accumulated and tabulated by hours. Vacation day and personal day hours will be earned on a monthly basis and awarded on the first day of each month.

For all eligible employees, twenty four (24) hours will be advanced on July 1st of each year. Use of personal time will be allowed on an hourly basis, however, use of vacation time will only be allowed in four (4) hour or full day increments.

An employee shall earn credits towards vacation with pay in accordance with the following schedule, based the fiscal year, July 1st through June 30th.

1. Custodial and Maintenance Employees and Printing Office Clerk - An employee shall be eligible to

receive accrued vacation benefits after attaining seniority employment as a full-time permanent, twelve (12) month classified employee.

These revisions are for new hires after 7/1/98.

<i>0 thru 90 days</i>	<i>0 days</i>
<i>91 days thru 1st year</i>	<i>1/2 day per month</i>
<i>1st year thru 2nd year</i>	<i>8 days per year</i>
<i>3rd year thru 5th year</i>	<i>10 days per year</i>
<i>After 5th year</i>	<i>15 days per year</i>
<i>After 10th year</i>	<i>18 days per year</i>
<i>After 15th year</i>	<i>20 days per year</i>
<i>After 20th year</i>	<i>21 days per year</i>
<i>After 25th year</i>	<i>22 days per year</i>

Current employees shall not lose any vacation days allotted under the 1997/98 schedule.

2. *Secretarial, Clerical Employees, Instructional Assistants, Transportation Dispatcher and Library Technical Assistants (LTAs):*

a. *Fifty-two (52) week employees shall be eligible to receive accrued vacation benefits after attaining seniority employment as a full-time, permanent, twelve-month classified employee.*

Same as A-1.

b. *Forty (40) to forty-five (45) week employees and library technical assistants shall be eligible to receive vacation with pay after the first year of employment, to be taken at the end of the employee's work schedule, as follows:*

These revisions are for the new hires after 7/1/98.

<i>0 thru 90 days</i>	<i>0 days</i>
<i>91 days thru 1st year</i>	<i>1/2 day per month</i>
<i>1st year thru 3rd year</i>	<i>5 days per year</i>
<i>3rd year thru 5th year</i>	<i>6 days per year</i>
<i>After 5th year</i>	<i>8 days per year</i>
<i>After 10th year</i>	<i>9 days per year</i>
<i>After 20th year</i>	<i>11 days per year</i>
<i>After 25 years</i>	<i>12 days per year</i>

Current employees shall not lose any vacation days allotted under the 1997/98 schedule.

3. Cafeteria Employees, Adult Education Clerk, Bus Drivers and Crossing Guards who work less than six (6) hours per day - no vacation with pay.
4. Cafeteria Employees, Bus Drivers and Security Guards who work six (6) hours or more per day shall be eligible to receive one (1) week vacation with pay after the first year of employment, to be taken at the end of the employee's work schedule.

These revisions are for new hires after 7/1/98 only

<i>0 thru 90 days</i>	<i>0 days</i>
<i>91 days thru 1st year</i>	<i>1/2 day per month</i>
<i>1st year thru 3rd year</i>	<i>5 days per year</i>
<i>3rd year thru 5th year</i>	<i>6 days per year</i>
<i>After 5th year</i>	<i>8 days per year</i>

Current employees shall not lose any vacation days allotted under the 1997/98 schedule.

B. General Provisions:

1. Vacation days will be taken, providing that such scheduling does not interfere with the operation of the department concerned. Upon the written approval of the Personnel Manager/Designee, exceptions to this provision may be granted.
2. When a holiday is observed by the Board of Education during a scheduled vacation, the vacation of the employee will be extended one (1) day continuous with the vacation.
3. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, the employee may, upon certification of such illness, elect to utilize leave days in lieu of his/her vacation. The employee's vacation will then be rescheduled.
4. A vacation may not be waived by an employee without the written approval of the Personnel Manager/Designee. The maximum number of vacation days which may be waived upon approval is five (5) days for a period not to exceed one (1) year. During the one (1) year period, the employee may be paid the five (5) days which have been waived in lieu of taking those five (5) days as vacation days upon the written approval of the Personnel Manager/Designee.

5. Employees will be paid their current rate of pay, based on their regular scheduled pay while on vacation and will receive any benefits provided for in this Agreement.
6. If an employee is laid off, retired or terminated, he/she will receive any unused vacation credit, including that accrued in the current fiscal year.
7. Vacations will be granted at such times during the year as suitable to the efficient operation of the employee's department and in consideration of his/her wishes, provided his/her request is submitted to the Personnel Manager/Designee fifteen (15) days, except in cases of emergency as determined by the Personnel Manager/Designee, prior to the anticipated vacation.
8. Custodial and maintenance employees shall be eligible to use vacation days over the Christmas break period when school is not in session, subject to the following:
 - a. This provision shall not apply and vacations may be canceled in cases of emergency.
 - b. Adequate building coverage must be maintained.
 - c. *The Board has the right to have up to five (5) custodial employees and one (1) maintenance employee on the job during applicable working hours (excluding holidays) during this time period. Notwithstanding all regularly scheduled employees have the option to work during this time.*

In the event additional employees are deemed necessary to work during this time period, the employer shall notify the Union in writing, on or before November 1st of said need and reasons thereof, prior to scheduling required staff.
 - d. Vacation days used by an employee under this provision shall be credited against the vacation days an employee has earned under Section A(1), and these days shall not be in addition to the days provided under the vacation schedule.
 - e. The determination of which employee may use vacation days under this Section shall be on a seniority basis.

9. Employee affected by layoff may, in writing, to the Personnel Manager/Designee, freeze his/her vacation time at the date of layoff.

**ARTICLE XXIV
PAY ADVANCE**

A. If an employee's regular pay day falls during his/her vacation, he/she may receive that paycheck in advance before going on vacation, providing he/she files with the Board of Education or its representative, a written request for payment of that check at least three (3) weeks before commencement of his/her vacation. Should an employee change his/her vacation, he/she must make a request for his/her check two (2) weeks before leaving if he/she desires to receive it in advance.

B. Employees will be paid their current rate based on their scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

C. If an employee retires, dies or resigns, he/she or his/her beneficiary will receive any unused vacation or longevity credit on a prorated basis, accrued during the fiscal year. If an employee dies, his/her beneficiary shall receive any unused leave days on a prorated basis accrued during the fiscal year.

**ARTICLE XXV
BULLETIN BOARD**

The Board of Education or its representative agrees to provide a designated section of a bulletin board in each building which may be used by the Union for posting notices of the following types:

1. Notices of Union elections
2. Notices of Union recreational and social events
3. Notices of Union meetings
4. All postings and other employee information will be posted in the main office of each individual building.

**ARTICLE XXVI
INSURANCE**

Beginning on July 1, 1995, new hires will be provided an HMO Health Plan. This plan will cover the employee and his/her family for five (5) years.

At the conclusion of the five (5) years, the employee may elect to convert to the then existing health care coverage for employees who have reached the top salary step. For existing employees at July 1, 1995, the district agrees to MEBS Star 4 Plan effective July 1, 1995.

A. Medical Insurance -Beginning September 1, 1997 and every September 1st thereafter, employees who have had medical coverage under the Master Medical Plan in the immediate year preceding September 1st, that employee has the option of selecting their medical coverage from the following two plans: Master Medical or HMO. The employee who has chosen HMO will also receive a deferred income insurance plan in the amount of seventy-five (\$75.00) dollars per month.

As of 7/1/97 and thereafter, this option is not available for those employees who are receiving the deferred income insurance plan for not electing medical coverage. If at a time in the future an individual who receives this monthly deferred income insurance plan decides to choose medical coverage, the employee must demonstrate a qualifying event (qualifying event shall be defined as the termination or cancellation of medical insurance coverage previously covering said employee and/or his/her dependents and/or spouse through no fault of their own.) Not only at open enrollment, but any time during the school year. After demonstrating the qualifying event the employee will be offered the option of receiving HMO Plan plus the \$75.00 monthly deferred income insurance plan or the Master Medical Plan.

Notwithstanding, any employee hired after July 1, 1995 who has not been employed with the district for over five (5) years may only choose the HMO Plan or the \$75.00 deferred income until five (5) years of employment have been completed. Thereafter said employee may choose to receive the Master Medical, continue under the HMO Plan; or receive the \$75.00 deferred annuity plan.

B. Life Insurance -The Board of Education agrees to pay the full cost of a group life insurance policy in the face amount of thirty Thousand (\$30,000.00) Dollars, which shall provide coverage for accidental death in the aggregate amount of **Sixty Thousand** (\$60,000) Dollars and for dismemberment (according to the terms of the policy), in an amount not to exceed Thirty Thousand (\$30,000.00) Dollars, for employees who work thirty (30) or more hours per week.

All employees who work less than thirty (30) hours per week, at their option, shall be eligible to participate in the above group life insurance program with the cost of participation to be shared between the Board and the employee on a pro rata basis.

Each retired employee shall be insured for an amount equal to twenty-five percent (25%) of the amount in force prior to retirement not to exceed Ten Thousand Dollars (\$10,000.00). Coverage for retired employees shall cease at age seventy (70).

C. Optical Insurance -The Board of Education shall pay for an eye care optical program for all full-time employees who work thirty (30) or more hours per week and their families. Employees who work less than thirty (30) hours per week shall receive this benefit on a pro rata basis.

A new hire will not be eligible for dental/optical coverage for six (6) months

D. Dental Insurance - The Board of Education agrees to pay the full costs of a group dental insurance plan described as Delta Plan E, which includes a fifty percent (50%) Orthodontic Rider, for employees who work thirty (30) or more hours per week, subject to the terms of the policy. Employees who less than thirty (30) hours per week shall receive this benefit on a pro rata basis.

Those employees who work less than thirty (30) hours per week and elect to receive optical, life and/or dental insurance shall do so on a pro rata basis. The employee's share for the cost of coverage shall be paid on September 1 of every school year. If an employee is unable to pay the full amount on September 1, arrangements will be made so the employee's portion is paid in full by June 30 of the same school year.

80/80/1500 Dental coverage will be implemented beginning July 1, 1998.

If an employee has requested a payment plan, payment is due by the 15th of every month or until the balance is paid in full by June 30th. If an employee does not make the required payment by the 15th, he/she will be notified as such by the end of the same month. If the requested payment is not made by the 5th of the next month, the employee will automatically be dropped from the plan and will not be reinstated until open enrollment occurs in September of the next school year.

E. Employees who are eligible to receive the Blue Cross-Blue Shield plan but who elect not to receive such plan can receive a Deferred Income Insurance Plan in the amount of Seventy-five (\$75.00) Dollars a month and an additional Fifteen (\$15.00) Dollars a month if they decide not to take the Optical Insurance and the Dental Insurance. Employees shall write a memo to the Personnel Manager/Designee informing him/her of their desire to change their option. With the exception of an emergency, employees must wait for the open enrollment period to elect to return to the Blue Cross option.

The employee cannot get the money for the Deferred Insurance Plan and be on the Blue Cross-Blue Shield Insurance Plan for the same month.

The employee Deferred Insurance Plan will then be frozen at the date requested.

F. The Board shall have the option of selecting the current carrier or Michigan Employee Benefit Services Incorporated (MEBS) for Medical, Optical, Dental and Long Term Disability Insurance. However, the level of benefits shall not be changed.

In following years should the premium cost increase in excess of five (5%) percent, the parties agree to meet and mutually agree upon a carrier.

**ARTICLE XXVII
WORKER'S COMPENSATION**

A school employee who is injured in the line of duty shall receive such compensation as is prescribed by the Worker's Compensation Law of the State of Michigan. Such compensation shall be supplemented with sufficient amounts to maintain his/her regular salary for a period not exceeding his/her leave accumulations. Such accumulation shall be charged only for a portion in excess of the compensation payment. The Union President will be notified of all bargaining unit members who apply for Worker's Compensation.

If employee is working under Worker's Compensation restrictions and is still seeking treatment, every effort will be made to schedule office visit(s) during non-working hours. If this is not possible there shall be no loss in pay or need to make up loss time. Employee will notify Management of all appointments prior to.

**ARTICLE XXVIII
INCOME PROTECTION**

The Board of Education agrees to pay the full cost of an Income Protection Plan which pays sixty-six and two-thirds (66-2/3%) percent of an employee's salary after sixty (60) calendar days of illness or disability to age seventy (70). The LTD cap will be determined by sixty-six and two thirds(66 2/3%) of the highest base pay of an AFSCME employee, rounded to the nearest \$100 per month for all employees who work thirty (30) or more hours per week subject to the terms of the policy.

**ARTICLE XXIX
COMPULSORY RETIREMENT**

A. Compulsory retirement age of non-instructional employees in the School District shall be seventy (70) years of age. June 30th shall be the date of retirement following the seventieth (70th) birthday. However, on written application to the Board of Education, employment of an individual employee may, in the discretion of the Board, be extended beyond the retirement date on a year to year basis.

B. Should any employee reach the age of retirement and still need additional time to qualify for retirement compensation under the accepted State Public Employee's Retirement Law, he/she may make application for an extension of the employment period. The Board shall consider the application and take such action as it deems best.

C. The Board reserves the right to retire an employee prior to the compulsory age if the employee is judged medically incompetent by the Board's physician. The employee has the right to appeal the Board physician's decision by obtaining a statement from the employee's physician. If the decisions of the two physicians are in conflict, a mutually agreed upon physician may be employed. Both parties agree to abide by the decision of the

third physician.

- D. Upon retirement, the employee shall receive the following:
1. Vacation Days - based on accumulation.
 2. Longevity Pay for the year in which the retirement occurs - based on a prorated basis.

**ARTICLE XXX
MEDICAL EXAMINATION AND FEDERAL/STATE MANDATE**

A.. All employees shall be required to meet all applicable local, State or Federal requirements for medical examinations and tests.

B. Transportation employees shall be required to pass a physical examination by a qualified physician prior to beginning employment in September of each year.

C. The Board agrees to pay the cost of the medical exams required in paragraphs A and B of this Article provided that the employee and Board agree on the need for the exam and the medical provider prior to the exam.

D. Board pays for physical exams for maintenance employees.

E. *If at any time Federal/State Mandates are dropped and an employee is receiving a renumeration for said Mandate, the Board has the right to discontinue payment at the expiration of this particular license.*

All employees who are affected shall receive all updated information that may pertain to their position or duties.

**ARTICLE XXXI
BARGAINING UNIT WORK**

It is recognized that several cooperative work-education programs in the schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary employees referred to as students in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement entered into between the parties do not apply to these temporary student employees.

Students who are being used to work in work areas and assignments recognized by this Agreement for disciplinary reasons except in extenuating circumstances and not in conflict with the efficient operation of the school district, shall first be subject to mutual agreement between the President, union stewards and deputy superintendent.

When a supervisor performs work normally done by employees covered

by this Agreement, it shall be deemed a violation of this Agreement. The employee disregarded shall be compensated at his/her normal hourly wage. However, a supervisor may perform work normally done by bargaining unit employees in order to demonstrate a job or work to the employees, and further may perform such work in emergency situations, which shall be defined to mean work which requires immediate action. In the event an emergency lasts more than thirty (30) minutes, the appropriate bargaining unit member shall be called in to perform the work arising from the emergency.

ARTICLE XXXII
Welfare to Work

In the event, the Welfare Reform Act is implemented during term of this Master Agreement, the parties shall immediately meet to exchange information, discuss and negotiate any issues to the extent required and/or allowed by applicable laws, orders and Regulations as a result of this legislation.

ARTICLE XXXIII
LONGEVITY

Longevity pay shall be paid to all regular fifty-two (52) week custodial and secretarial employees according to the following schedule, based on the years of service with the Clintondale Community Schools:

<u>After Completion of Successful Employment</u>	<u>1993/98</u>	<u>1998/00</u>
5 years	\$850	\$1250
10 years	\$950	\$1350
15 years	\$1050	\$1450
20 years	\$1100	\$1500
25 years	\$1150	\$1550
30 years	\$1250	\$1650

Full time employees other than fifty-two (52) week employees shall receive longevity pay on a pro rata basis. If the employee works thirty (30) or more hours per week, the longevity pay shall be prorated based on the ratio of the number of months an employee works to twelve (12) months. For employees who work less than thirty (30) hours per week, longevity pay shall be based not only on the ratio of months worked, but also on the ratio of the hours an employee works per day to eight (8) hours.

Longevity payments shall be made by separate check in the following manner: If an employee's employment anniversary date occurs between July 1 and December 31, the longevity payment shall be made during the FIRST pay period in December or if an employee's employment anniversary date occurs between January 1 and June 30, the longevity payment shall be made during the LAST pay period in June.

**ARTICLE XXXIV
MISCELLANEOUS PROVISIONS**

A. Reporting During Inclement Weather:

1. Under extreme and unusual conditions, when school is forced to close because of such circumstances as bad weather, breakdown of equipment, etc., the Superintendent/Designee may declare working conditions unsuitable, and the affected employees may be excused from work without loss of pay.
2. Under conditions of bad weather, all employees are to report to work if it is feasible and practical to do so at their regularly scheduled time or as soon as possible thereafter. If it is feasible and practical for an employee to report to work, and the employee does not report to work at his/her regularly scheduled time or as soon as possible thereafter, time loss will be deducted from the employee's pay at the discretion of the Superintendent of Schools. Employees must contact their supervisor to the effect that it is unfeasible and impractical for them to report to work and obtain permission to remain away from work. Such permission will not be unreasonably withheld if reporting for work is unfeasible and impractical.
3. When an employee reports for work, and there is no work in his/her classification to be performed, the individual may be assigned to other duties not outside of their job description.

B. Budget Information - The Board agrees to make available a copy of the preliminary and final budget information after they have been completed and made public information. This information may be requested by the Union president from the Board office.

C. Use of Personal Car - Any employee that is required to use his/her motor vehicle for school purpose shall have a valid Michigan license and maintain all State required insurance necessary to operate a motor vehicle.

The school shall not be responsible for any liability as to third parties resulting from acts of gross negligence, recklessness or wanton disregard for rights of others on the part of the employee in the use of his motor vehicle.

In the event an employee is required to use his/her car for employment and said car is damaged by a third party during working hours, then the school district shall be responsible for repairing same

or paying any deductible required under employees insurance whichever is less to the school district. If said car is damaged by a negligent act of the employee, the school district shall not be responsible for repairing same.

D. Employees who are required to obtain any State or Federal licenses and/or certifications for the performance of other duties for the school district shall receive reimbursement for all fees/costs imposed by State or Federal agencies for said licenses and/or certificates. (This does not apply to regular driver's license.) Notice of any State or Federal mandates and/or subsequent effect the employment qualifications and/or responsibilities of any bargaining unit member shall be posted upon the AFSCME BULLETIN BOARD, by the school district upon receipt of same by the school district.

E. Uniforms:

1. Custodial, mechanics and maintenance employees covered by the terms of this Agreement shall receive, at the expense of the Board, three (3) uniforms which shall be selected by the Board. In addition to the three (3) uniforms, maintenance employees and outside tractor custodians shall receive two (2) sets of coveralls; mechanics, five (5) sets of coveralls. Each employee receiving a uniform shall have the responsibility of maintaining and cleaning such uniforms. The annual replacement of uniforms shall be on the basis of need and shall not exceed three (3) uniforms per year. The replacement of uniforms shall take place at the beginning of the school year, except in emergencies.
2. Cafeteria employees shall receive a shoe allowance of One Hundred (\$100.00) Dollars annually and uniforms will be purchased by the district as follows: two (2) uniforms for helpers and hostesses; three (3) uniforms for cooks and bakers. In addition, all cooks shall receive an additional annual shoe allowance of Twenty-five (\$25) Dollars.
3. Bus Drivers that are newly hired shall receive a winter jacket. Bus drivers shall receive new winter jackets every two (2) years. In addition, Bus Drivers shall receive one button down sweater, as needed.
4. Truck Drivers shall receive one (1) set of coveralls and replacement will be on an "as needed" basis.

5. Crossing guards who are newly hired shall receive boots and shoes, three (3) pair of pants, three (3) shirts, one (1) tie, one (1) hat, one (1) whistle, one (1) light weight jacket, one (1) heavy winter jacket, one (1) pair orange mittens, one (1) raincoat and one (1) button down sweater. These items will be replaced on an "as needed" basis.
6. Security guards that are newly hired shall receive three (3) pair of slacks, five (5) shirts, one (1) pair of boots and one (1) pair of shoes, one (1) light weight jacket, one (1) heavy winter jacket, one (1) hat, two (2) ties, and (1) raincoat, and one (1) button down sweater, and annually, they shall receive three (3) pair of slacks, four (4) shirts and jackets/boots and shoes shall be replaced on an "as needed" basis.
7. Employees shall wear uniforms furnished by the School District in accordance with the above provision, except in extenuating circumstances. In addition to the annual replacement of uniforms as provided above, custodians shall receive one (1) additional replacement uniform in the event their annual replacement uniform is damaged beyond repair while performing their duties for the School District. Maintenance employees, outside tractor custodians and mechanics shall receive two (2) additional replacement uniforms per year in the event one or two of their annual replacement uniforms are damaged beyond repair while performing their duties for the School District. To receive annual replacements of uniforms in accordance with this provision, employees must submit their old uniform or uniforms for marking and identification purposes. The Union will be consulted regarding uniform materials. Union and Management will agree to the procedures for implementing the Union Subparagaraph E.

F. Coffee Break - Custodial, maintenance, security guards, instructional assistants, LTAs and clerical employees covered by the terms of this Agreement shall be entitled to one (1) fifteen (15) minute coffee break preceding his/her lunch break and one (1) fifteen (15) minute coffee break following his/her lunch break. The time during which a coffee break is taken by each employee shall be determined by the employee's immediate supervisor.

In the event an employee is unable to take his/her coffee break at the scheduled time due to an emergency, the employee shall be entitled to his/her coffee break at the first available opportunity. Cafeteria employees who work four (4) hours but less than six (6) hours per day

shall receive one (1) fifteen (15) minute coffee break and those who work six (6) hours or more shall receive two (2) fifteen (15) minute coffee breaks, which shall not interfere with the cafeteria program.

G. Lunch Break - Clerical, instructional assistants, LTAs, security guards, maintenance and custodial employees covered by the terms of this Agreement shall, except in emergencies, be entitled to a thirty (30) minute duty free lunch break, not to be included in the employee's regular work day. (The regular work day for security guards, custodians and maintenance employees is eight (8) hours per day and for clerical employees, instructional assistants and LTAs, is seven and one-half (7-1/2) hours per day.) Any cafeteria worker working seven (7) hours or more per day, shall receive a thirty (30) minute duty-free lunch.

H. Continuing Education - In the event the Board or its designee authorizes in writing that an employee covered by the terms of this Agreement take, participate in and/or attend educational conferences, workshops, courses or classes related to the employee's job, work or classification, the employee shall be reimbursed for books, tuition, conference fees and certain expenses which have been specifically authorized by the Board or its designee. If the employee does not successfully complete any conferences, workshops, courses or classes for which authorization has been given, the employee shall reimburse the School District for the tuition, books, fees and expenses associated therewith. Any employee who has received written authorization in accordance with this provision and who has received a passing grade (*Passing grade shall be defined as a "C" or grade point equivalent*) in a course or class of not less than one (1) semester's duration shall receive the sum of One Hundred (\$100) Dollars within thirty (30) days from the date written verification of a passing grade received from the appropriate institution. Payment of the above sum shall be made only once for each course or class taken pursuant to this provision. This provision shall not apply to the experimental maintenance apprenticeship program or to maintenance employees, unless otherwise authorized by the Superintendent/designee, and shall not be implemented during the term of the Agreement.

I. *If Management and the Union agree that a bid meeting is necessary to accelerate the filling of a vacancy or changes within a group, it shall be scheduled with a minimum of a 48 hour notice. In order to allow those employees within that said group time to review all changes or vacancies.*

ARTICLE XXXV SUBCONTRACTING

Any work presently assigned to the bargaining unit which is normally performed by Unit Members shall not be sub-contracted out to other firms, business entities, and governmental units except those projects, which because of their size, uniqueness, time limitations, or

complexities, reasonably require sub-contracting. The Employer may also sub-contract work out in emergencies or short duration. Sub-contracting shall be permitted in order to preserve or obtain warranties relating to fixtures, equipment or other capital improvements to be installed. Sub-contracting must not be intended to deprive the employees of the unit the right to perform work normally performed by unit members during regular work hours provided the employer may permit the work to be done on overtime.

The Employer shall inform the Union of their intent to sub-contract. Such notification shall not be construed as an acknowledgment or admission that proposed work is work normally performed by unit members or requires union consent or approval prior to such sub-contracting. The whole intent of this article is for the parties to work together to promote efficiency and cost effectiveness as it relates to this sub-contracting issue and the operation of the school district.

**ARTICLE XXXVI
FIELD TRIPS**

When general fund monies are utilized to pay for transportation of School District students, bus drivers will have exclusive rights to all field trips.

When any other funds are utilized, the School District will promote and encourage all groups to consider the use of our District Transportation services. In order to insure that our transportation department will get proper consideration, all groups must first submit the standard field trip form to the transportation department.

However, it is expressly understood that groups using funds other than General Fund Monies maintain the option to use other transportation services.

The *President* or designee shall receive written notice of all final decisions.

**ARTICLE XXXVII
CLASSIFICATIONS**

Group A: Care and Operation of Plant

- Level 1 - Regular Part-Time
- 2 - Custodian
- 3 - Maintenance - Transportation Coordinator
- 4 - Supplemental Positions
 - Pool Attendant Custodian
 - Stockroom and Supply Custodian
 - Outside Tractor Custodian
 - Bus Mechanic
 - Maintenance Foreman
 - Custodian/Truck Driver

Group B: Cafeteria Employees

- Level 1 - Helper
- 2 - Hostess
- 3 - Second Cook
- 4 - Head Cook - Head Baker

Group C: Bus Drivers
Transportation Dispatcher

Group D: Secretarial - Clerical Employees

- Level 1- Elementary Office Assistant
- Level 2 - General Office Clerk
Switchboard Clerk
- Level 3 - Substitute Assignment/Switchboard Operator
Communications/Marketing Clerk
- Level 4 - Secretary I
 - Elementary Principal
 - Middle School Counselors
 - High School Counselors
 - Assistant Principals
 - Directors
 - High School Attendance/Child Accounting
- Level 5- Secretary II
 - High School Principal
 - Middle School Principal
- Level 6 - Secretary III
 - Director of Finance
 - Director of Building & Grounds
 - Director of Special Education
- Level 7 - Accountant I
- Level 8 - Accountant II
- Level 9 - Accountant III
- Level 10 - Business Office Coordinator

GROUP D: Supplemental

The Secretary to Elementary Principal classification shall be increased ten cents (\$.10) per hour above the pay scale agreed to for other Secretary I positions.

Computer/Word Processing System - Effective July 1, 1989, a Three Hundred Dollar (\$300.00) annual stipend will be paid to those Group D employees whose work involves the use of a computer/word processing system (system unit, display screen, keyboard and printer) as a necessary part of their positions on a regular basis. This stipend shall be paid no later than June 30th of each year.

The computer/word processing system annual stipend provision shall not apply for new clerical and secretarial hires after July 1, 1995 or for new instructional assistants whose job description requires said skills.

Tests - Clintondale Schools will schedule typing and shorthand tests once every other month. Tests shall begin no later than ninety (90) days from ratification of both parties. The time of the test will depend on the availability of a Certified Instructor. Interested employees should notify the Personnel Office in writing on or before the first of any month. Employees tested during working hours will not suffer any loss of pay. Successful test results will be placed in the employee's personnel file.

In Lieu of Testing - Successful completion of a class in typing or shorthand from Clintondale Schools or Macomb Community College as evidenced by an official certificate or transcript (which notes the "letter" grade), and test results from the instructor, certifying the skill levels shall fulfill qualification requirements in lieu of testing by the Personnel Office of Clintondale Schools.

52-Week Scheduling - If any "less than 52 week employee in Group D only" is requested by the School District to work a 52-week schedule during any one year:

1. A minimum of one (1) month advance notice will be given to the employee.
2. The employee will earn all benefits commensurate with the 52 week positions outlined in the Master Agreement.

If this practice continues for a third year, the employee will be deemed a permanent 52 week employee.

Group E: Library Technical Assistants

Group F: Print Shop Clerk

Group G: Safety
Crossing Guards
Security Guards

Hall Monitors

Group H: Instructional Assistants

GROUP H: Instructional Assistants Supplemental:

1. A Three Hundred Dollar (\$300.00) annual stipend will be paid for those Instructional Assistants whose work involves the use of a computer/word processing system (systems unit, display screens, keyboard and printer), as a necessary part of their position provided that such employees take and pass a test directed by the Personnel Office, which will demonstrate that the employee knows and can use basic computing skills and has a working knowledge of the basic programs they will be expected to use in this job classification.

2. Recognition for Skill Development:

Certificates and/or Recognition of in-service training conferences shall be placed in each employee's personnel file. Continuing Education Units (approved by the State Board of Education) will be awarded. In addition, each conference that is Management approved will carry the equivalent of one (1) Continuing Education Unit. All C.E.U.s will be recorded in the employee's personnel file. When the accumulated number of C.E.U.s reaches seven (7), the employee shall receive an annual One Hundred Dollar (\$100.00) stipend, payable each year on the last pay in June. The annual stipend will not exceed Two Hundred Dollars (\$200.00) in any one year.

- a. Administrative initiated training will be offered to those employees who are working in conjunction with the subject matter of the training. The employees shall provide a report to the Administration and/or Board of Trustees. Lost wages and costs shall be reimbursed.
- b. Employee initiated training will be allowed providing prior Management approval is granted. These training sessions shall be limited to two (2) annually per employee. The employee shall provide a report to the Administration and/or Board of Trustees. Lost wages and costs shall be reimbursed.
- c. Employees shall have the option of attending unapproved training sessions without reimbursement for wages or costs. In this instance, only C.E.U.s approved by the State Board of Education will be awarded and recorded in the employee's personnel file; the employee shall provide a report to the Administration and/or Board of Trustees.

(NOTE: Two present employees will be grandfathered in.)

APPENDIX A

PREAMBLE

- A. Commencing with the 1993-96 contract for all new employees and transferees, a graduated wage scale in every department (except the crossing guards) consisting of a probation level and five (5) steps is hereby created. Said scale shall range from a probation pay level to a Step 5 pay level for each group classification. After the ninety (90) day probation period, progression from Step 1 to Step 5 shall be made one step. Increment date will be July 1 of each year.

New hires up to December 31 will have the following July 1 as an increment date.

New hires after December 31 will have July 1 of the following year as an increment date. Each Step is an incremental increase in the base wage as reflected in Appendix A.

- B. At Management discretion, after conferring with Union, Management may bring in an employee above a Step 1 level based on experience and qualification.
- C. Any employee who shall demote shall be placed in the step of the new group classification that provides the least reduction in wages. Employees who laterally transfer shall be placed in the same step of the wage schedule as set forth in Appendix A. Employees who promote shall be placed in the step of the new group classification which provides the next level of wage increase.
- D. It is not the intent of this section to interfere with the current wage level and the normal progression of wage increase that any current employee would be entitled to in the 1993/94 school year.

WAGES

Salary Increase: It is agreed that base salary of all bargaining unit members shall be increased for the 1996/97 contract by the amount of one (1%) and in the 1997/98 contract year by the amount of three (3%) percent.

Effective July 1, 1998 a salary increase of 2 1/2%
Effective July 1, 1999 a salary increase of 2 1/2%

The following wage schedule shall be in effect during the term of this Agreement (July 1, 1996 to June 30, 2000):

GROUP A: Custodian and Maintenance Employees

1. Regular Part-Time

(SEE WAGE SCALE #2 BELOW)

Regular part-time employees shall be defined to mean those employees who work less than eight (8) hours per day on a regular basis fifty-two (52) weeks per year. Such employees who work thirty (30) or more hours per week shall receive the fringe benefits paid to regular full-time custodians. Those regular part-time employees who work less than thirty (30) hours per week shall receive fringe benefits on a pro-rata basis. Fringe benefits paid in accordance with this provision shall not be retroactive.

2. Custodian	1997-98	1998-99	1999-00	2nd* Shift Premium	3rd** Shift Premium
90 Days	10.69	10.96	11.23	0.21	0.31
1.	10.98	11.25	11.54	0.21	0.32
2.	11.82	12.12	12.42	0.23	0.34
3.	13.22	13.55	13.89	0.25	0.38
4.	14.63	15.00	15.37	0.28	0.42
5.	15.66	16.05	16.45	0.30	0.45

3. Maintenance (Level 1), Trans. Coord.- Bus Mechanic

90 Days	15.19	15.57	15.96
1.	15.75	16.14	16.55
2.	16.31	16.72	17.14
3.	16.87	17.29	17.72
4.	17.44	17.88	18.32
5.	17.92	18.37	18.83

Maintenance (Level 2)

1.	16.95	17.34	17.75
2.	17.51	17.92	18.34
3.	18.07	18.49	18.92
4.	18.64	19.08	19.52
5.	19.12	19.57	20.03

Maintenance (Level 3) - Foreman

1.	17.95	18.34	18.75
2.	18.51	18.92	19.34
3.	19.07	19.49	19.92
4.	19.64	20.08	20.52
5.	20.12	20.57	21.03

4. Supplemental Pay

Seasonal Help shall receive 16 cents per hour over custodial rate for all hours worked.

All supplemental positions shall be considered full time.

Pool Attendant -
 15 cents per hour over custodial schedule per year.
 State Certified Commercial Pesticide Applicators shall receive 15 cents per hour over custodial rate.
 Certified Pool Operator shall receive an additional 15 cents per hour over Pool Attendant rate.
 Maintenance Foreman/Level 3
 Stockroom and Supply Custodian -
 16 cents per hour over custodial rate.
 Outside Tractor/Custodian Truck Driver -
 16 cents per hour over custodial rate.
 Bus Mechanic - State Certified
 Note: The Board will attempt to maintain a staff of four (4) but shall not be bound thereby.

*Second shift receives 2% of the 1995/96 wage scale over their hourly rate shift premium in addition to their regular pay.

**Third shift receives 3% of the 1995/96 wage scale over their hourly rate shift premium in addition to their regular pay.

1997-98 1998-99 1999-00

GROUP B: Cafeteria Employees

1.	Helper			
	90 Days	7.03	7.21	7.39
	1.	7.31	7.49	7.68
	2.	7.96	8.16	8.36
	3.	8.17	8.37	8.58
	4.	8.74	8.96	9.18
	5.	9.52	9.76	10.00
2.	Hostess			
	90 Days	7.88	8.08	8.28
	1.	8.12	8.32	8.53
	2.	8.46	8.67	8.89
	3.	8.77	8.99	9.21
	4.	9.24	9.47	9.71
	5.	10.00	10.25	10.51
3.	Second Cook			
	90 Days	8.16	8.36	8.57
	1.	8.38	8.59	8.80
	2.	8.98	9.20	9.43
	3.	9.25	9.48	9.72
	4.	9.72	9.96	10.21
	5.	10.60	10.87	11.14

	<u>1997/98</u>	<u>1998/99</u>	<u>1999/00</u>
4. Head Cook/Head Baker			
90 Days	9.56	9.80	10.04
1.	10.24	10.50	10.76
2.	10.37	10.63	10.89
3.	10.69	10.96	11.23
4.	11.16	11.44	11.72
5.	11.97	12.27	12.58
GROUP C: Transportation			
Bus Dispatcher			
90 Days	14.63	15.00	15.37
1.	15.02	15.40	15.78
2.	15.42	15.81	16.20
3.	15.80	16.20	16.60
4.	16.21	16.62	17.03
5.	16.60	17.02	17.44
Bus Drivers			
90 Days	12.55	12.86	13.19
1.	12.94	13.26	13.60
2.	13.33	13.66	14.00
3.	13.73	14.07	14.43
4.	14.12	14.47	14.83
5.	14.52	14.88	15.26
GROUP D: Secretarial & Clerical Employees			
Elementary Office Assistant			
90 Days	6.50	6.66	6.82
1.	6.75	6.92	7.09
2.	7.00	7.18	7.36
3.	7.25	7.43	7.62
4.	7.50	7.69	7.88
5.	7.75	7.94	8.14

Commencing July 1, 1997, all current assistants shall be placed on the Step 1 level.

*Second Shift receives 2% of the 1995/96 wage scale over their hourly rate shift premium in addition to their regular pay.

**Third Shift receives 3% of the 1995/96 wage scale over their hourly rate shift premium in addition to their regular pay.

General Office Clerk

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>
Switchboard Clerk			
90 Days	8.16	8.36	8.57
1.	8.77	8.99	9.21
2.	9.45	9.69	9.93
3.	10.22	10.48	10.74
4.	11.17	11.45	11.74
5.	12.57	12.88	13.21

Substitute Assignment/Switchboard Operator/Comm.Mktg.Clerk

90 Days	9.28	9.51	9.75
1.	9.90	10.15	10.40
2.	10.52	10.78	11.05
3.	11.37	11.65	11.95
4.	12.71	13.03	13.35
5.	15.08	15.46	15.84

Secretary I

Elementary Principals

Middle School Counselors

High School Counselors

Assistant Principals

Directors

High School Attendance/Child Accounting

90 Days	9.28	9.51	9.75
1.	9.90	10.15	10.40
2.	10.52	10.78	11.05
3.	11.53	11.82	12.11
4.	12.89	13.21	13.54
5.	15.64	16.03	16.43

Secretary II

High School Principal

Middle School Principal

90 Days	10.12	10.37	10.63
1.	10.69	10.96	11.23
2.	11.17	11.45	11.74
3.	12.36	12.67	12.99
4.	14.13	14.48	14.85
5.	16.19	16.59	17.01

Secretary III

Director of Finance

Director of Building & Grounds

Director of Special Services

90 Days	14.63	15.00	15.37
1.	15.19	15.57	15.96
2.	15.72	16.11	16.52
3.	16.25	16.66	17.07
4.	16.78	17.20	17.63
5.	17.31	17.74	18.19

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>
<i>Accountant I</i>			
90 Days	10.12	10.37	10.63
1.	10.69	10.96	11.23
2.	11.17	11.45	11.74
3.	12.46	12.67	12.99
4.	14.13	14.48	14.85
5.	16.19	16.59	17.01
<i>Accountant II</i>			
90 Days	11.54	11.83	12.12
1.	11.99	12.29	12.60
2.	12.36	12.67	12.99
3.	13.58	13.92	14.27
4.	14.78	15.15	15.53
5.	18.56	19.02	19.50
<i>Accountant III</i>			
90 Days	12.38	12.69	13.01
1.	12.69	13.01	13.33
2.	13.07	13.40	13.73
3.	14.28	14.64	15.00
4.	15.48	15.87	16.26
5.	19.24	19.72	20.21
<i>Business Office Coordinator</i>	24.82	25.44	26.08
GROUP E: Library Technical Assistants			
90 Days	10.12	10.37	10.63
1.	10.69	10.96	11.23
2.	11.17	11.45	11.74
3.	12.36	12.67	12.99
4.	14.13	14.48	14.85
5.	16.19	16.59	17.01
Non Certified Library Technical Assistants			
90 Days	8.16	8.36	8.57
1.	8.77	8.99	9.21
2.	9.45	9.69	9.93
3.	10.22	10.48	10.74
4.	11.17	11.45	11.74
5.	12.57	12.88	13.21

NOTE: Library Technical Assistants shall be classified as certified or non-certified. Non certified Library Technical Assistants shall be paid according to the wage schedule of a Group D General Office Clerk. Certified Library Technical Assistants shall be paid according to the wage schedule of a Group E Library Technical Assistant.

To be classified as a Certified Library Technical Assistant, one must have completed a formal post high school Library Technical Program holding either a one year program certificate or a two year degree in Library Technology. Additionally, said person must have minimum typing/computer competence necessary for the normal demands of the job.

	<u>1997/98</u>	<u>1998/99</u>	<u>1999/00</u>
GROUP F: Print Shop Clerk	15.35	15.73	16.13
GROUP G: Safety			
Crossing Guard	11.02	11.30	11.58
Crossing guards shall be eligible to receive the same prorated benefits for employees who work less than thirty (30) hours per week. Uniforms to be furnished to crossing guards.			
Security Guards			
90 Days	10.64	10.91	11.18
1.	10.87	11.14	11.42
2.	11.09	11.37	11.65
3.	11.32	11.60	11.89
4.	11.55	11.84	12.13
5.	11.78	12.07	12.38
GROUP H: Instructional Assistant			
90 Days	8.88	9.10	9.33
1.	9.66	9.90	10.15
2.	10.60	10.87	11.14
3.	12.01	12.31	12.62
4.	12.18	12.48	12.80
5.	12.39	12.70	13.02
Hall Monitors	7.76	7.95	8.15

BOARD PAID RETIREMENT

The Board shall pay the employee's state retirement contribution to the State School Employees' Fund in the amount of five (5%) percent of the employee's wages as determined from the above schedule.

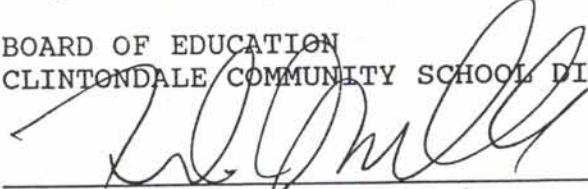
**ARTICLE XXXVIII
TERMINATION AND MODIFICATION**

This Agreement shall commence July 1, 1993, and shall continue in full force and effect until June 30, 2000, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to June 30, 2000. In the event the parties to this Agreement have not reached a new Agreement by July 1, 2000, this Agreement shall thereafter be extended unless either party notifies the other party in writing that the Agreement is terminated ten (10) days prior to the desired termination date.

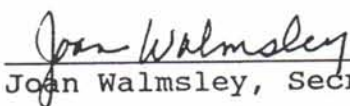
IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

The Master Agreement between AFSCME Local 1630 and the Clintondale Board of Education will be extended through June 30, 2000 as amended by those changes agreed to during expedited bargaining.

BOARD OF EDUCATION
CLINTONDALE COMMUNITY SCHOOL DISTRICT

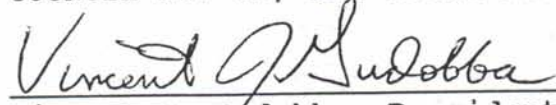


Francis J. Marella, President



Joan Walmsley, Secretary

INTERNATIONAL UNION OF AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, AND METROPOLITAN
COUNCIL NO. 25, AND LOCAL NO. 1630



Vincent J. Gudobba, President
AFSCME Local 1630



SHARLENE MYERS-KRUPNIK
FIELD STAFF REPRESENTATIVE

Michigan AFSCME Council No. 25

Ratified by the Board of Education of the Clintondale Community School District on June 19, 1997

Ratified by the International Union of American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25 and Local No. 1630, on June 23, 1997.

MEMORANDUM OF UNDERSTANDING
TRANSPORTATION DEPARTMENT

DRIVER ANNUAL BID

At the commencement of the school year in September, all drivers will bid their runs on a seniority basis. Between the 30th and 60th day from the first pupil day of the school year, all drivers will be given the opportunity to rebid runs on a seniority basis.

Any additional runs that begin after the regular runs are bid will be posted and bid by available *senior driver*.

Summer positions shall be posted, bid and filled by seniority personnel.

DEFINITIONS FOR PROCEDURE TO EQUALIZE EXTRA HOURS:

ASSIGNED DRIVER - A certified driver who reports for work and has a regular daily route.

ASSIGNED OPEN DRIVER - A certified driver who reports for work and has a regular daily route, but not a midday run.

UNASSIGNED DRIVER - A certified driver who reports for work and is on standby daily.

SUBSTITUTE DRIVER - A certified driver who is called in when needed to replace one of the above three drivers - ONLY.

MIDDAY RUN - A midday run is a daily scheduled run between morning and evening runs. (Kindergarten, Preschool, Vocational, Enrichment Programs, etc.)

ENRICHMENT PROGRAMS - A short-term run that starts and ends between the school year. (Swim, Planetarium, etc.)

FIELD TRIP - A field trip is a run scheduled in advance for an away activity. (Athletic, Learning Experience, Club Outings, etc.)

FIELD TRIP HOURS - *Field trip hours* are hours earned or charged for field trips only.

EXTRA HOURS - *any hours over and above a regular route including field trip shuttles that are not bid.*

DISTRIBUTION OF EXTRA HOURS - FIELD TRIPS:

1. All identification coded field trips and the low extra hour driver bid sheet will be posted on Mondays. Employees must bid by noon, Tuesday. (The week runs from Wednesday to Wednesday.)
2. All field trips will be rotated by low extra hour drivers bidding in succession. An open, unassigned or substitute driver (in that order) will replace a Field Trip Driver when necessary.
3. A driver bidding on 9:00 a.m. - 2:00 p.m. field trip must arrange for a replacement when needed by asking the open senior driver first in line for midday runs on the open assigned driver's chart.
 - a. Any driver wishing a midday run off must comply with the same procedure above.
4. All field trips at 2:30 p.m. are bid the same as above. The Transportation Supervisor will get a replacement driver when needed by utilizing unassigned or substitute drivers first. After all other means have been exhausted, the Transportation Supervisor must notify the Transportation Steward or President before using qualified personnel out of the transportation department.
5. All extra hours will be computed by total time regardless of how paid (straight time, time and one-half, or double-time).
 - a. All time paid for in-service, breakdowns, midday runs, etc., will not be included in the extra hours earned or charged for field trips.
6. If any time is refused, it will be charged by taking the earned hours of the driver listed below you on the bid sheet.
7. If a driver's bid field trip is cancelled, they will not be charged.
8. If any driver is absent and not available to bid, it will be treated the same as a refusal. The Transportation Supervisor will write **ABSENT** next to the driver's name on the bid sheet and initial same. The bid process will then continue.
 - a. If any driver is absent the day of their bid field trip, they will be charged. The driver next in line on the bid sheet will be asked to take the

- field trip. (Twelve {12} hour notice applies.)
- b. Field trips received late will be distributed same as above. (Twelve {12} hour notice applies.)
 - c. Drivers absent for extended time will be charged by taking the driver above and below them on the seniority sheet, totaling their extra hours and dividing by two (2), thus averaging hours.
9. An overnight bus trip driver will be paid a minimum of eight (8) hours per day. If driving time exceeds eight (8) hours, overtime rate applies. Also, reasonable sleeping accommodations plus one meal are to be paid for by the sponsor.
10. An overnight field trip bus driver will be paid a minimum of eight hours (8) per day for each day of traveling time to their destination and eight (8) hours per day for each in between day (24 hour day) at said destination. Pay for the return trip shall be for actual driving time only.

BOARD OF EDUCATION
CLINTONDALE COMMUNITY SCHOOL DISTRICT

BY: 

Frank Marella, President

INTERNATIONAL UNION OF AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, AND METROPOLITAN
COUNCIL NO. 25 AND LOCAL NO. 1630.

BY: 

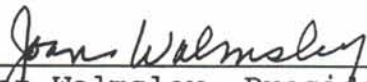
Vincent J. Gudobba, President

(Continued from 1982-83 Agreement)

1993/96 LETTER OF UNDERSTANDING

In settlement of Grievance Number 16-92 and negotiation of the 1993/1996 Collective Bargaining Agreement, Management and Union agree that Management shall be entitled to an additional confidential secretarial/clerk position to the Deputy Superintendent.

Based upon same, union will withdraw its grievance and any M.E.R.C. petition that may be pending to the additional confidential position of secretary/clerk to Deputy Superintendent.



Joan Walmsley, President



Vincent J. Gudobba, President

PRICE DRIVE AGREEMENT

Clintondale Schools and Local 1630 do hereby agree to eliminate one secretarial position (52 week) and one full time secretary (52 week) and one part time position (45 week/4 hours) from Price Drive to another location which will be determined at a later date. It is agreed there will be no layoffs as a result of this specific agreement and said Union employees will have bumping rights according to the Master Agreement.

This Agreement will take effect July 1, 1997 and may be reviewed annually prior to July 1 of each year. If either side determines conditions have changed which no longer support the purpose and intent of this Agreement, they can request that the above original positions be reinstated.

In the event conditions have changed from those conditions giving rise to this Agreement, Local 1630 will not be precluded from using their grievance rights under the Master Agreement.



