

6/30/2000

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AGREEMENT

between

THE BOARD OF EDUCATION

and

LOCAL #160, COUNCIL #25, AFSCME

1996 - 2000

SCHOOL DISTRICT OF THE CITY OF FERNDALE

725 PINECREST

FERNDALE, MICHIGAN 48220

Ferndale Public School District



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AGREEMENT

This Agreement is made and entered into this 24th day of March 1997, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF FERNDALE, hereinafter called the "Board", and LOCAL #160, COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union."

ARTICLE 1

RECOGNITION

- 1.1. The Board recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for all custodial, maintenance, cafeteria and bus driver employees, excluding the Supervisor of Maintenance and Transportation, Safety Coordinator, Unit Supervisor, Supervisor of Cafeterias, Superintendent, and Superintendent's assistants, teacher aides, secretaries, clerks, all certified staff members, adult education teachers, student trainees and temporary or part time employees including substitutes who work less than ninety (90) consecutive scheduled work days. Cafeteria and bus driving employees who regularly work an average of at least three (3) hours during scheduled work days shall be considered regular part time employees.
 - A. Adult Education custodial and van driver employees: See Appendix C attached hereto.
- 1.2. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, as amended, for the duration of this Agreement.

ARTICLE 2

BOARD RIGHTS

- 2.1. The management and operation of the school district, the control of its properties, the maintenance of order and efficiency is solely a responsibility of the Board. Other rights and responsibilities belonging solely to the Board are hereby recognized, prominent among which, but by no means wholly inclusive, are: the right to decide the number and location of work sites, stations, etc., work to be performed within the unit, maintenance and repair, the amount of necessary supervision, machinery and tool equipment, methods, schedules of work, direction of work, together with the selection, procurement, designing, engineering, and the control of building equipment and materials, and the right to purchase services of others, contract or otherwise, except as it may be otherwise specifically limited in this Agreement.
- 2.1. It is the responsibility of the Board to select and direct the work forces, including all members of the bargaining unit, and it is the responsibility and right of the Board to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, subject to the provisions of this Agreement.

ARTICLE 3

UNION SECURITY

- 3.1. As a condition of employment, each member of the bargaining unit must, within thirty (30) calendar days of the effective date of this Agreement or thirty (30) calendar days after employment in the bargaining unit (whichever is later), and monthly thereafter during the life of this Agreement, tender to the Union either membership dues and assessments (limited to one assessment authorization per year) uniformly required or in the alternative a service fee in an amount equivalent to the uniformly required union dues.
- 3.2. The effective date for termination of employment of any employee who fails to comply with this Article shall be thirty (30) calendar days after receipt of written notice to the Board as provided in Section 3.B. of this Article.
- 3.3. No employee shall be terminated under this Article unless:
- A. The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Union Dues or the service fee in an amount equal to the periodic and uniformly required Union Dues, and specifying the current amount of such delinquency, and warning that unless such dues or service fee or a properly executed authorization are tendered within fourteen calendar days of such notice, he/she will be reported to the Board for termination as provided in this Article, and
 - B. The Union has furnished the Board with a copy of the letter sent to the employee and notice that he/she has not complied with the Union's request. When requesting the Board to terminate the employee, the Union shall further specify the following by written notice:

"The Union certifies that _____ (name) _____
_____ has failed to tender either the periodic
uniformly required Union Dues or Service Fee
required as a condition of continued employment
under the Collective Bargaining Agreement and
demands that, under the terms of the Agreement, the
Board shall terminate this employee."
- 3.4. The Board agrees that, within five working days of the next regular Board meeting following the receipt of the notice provided in Section 3.B, it shall notify the employee that his services shall be terminated.
- 3.5. The Union agrees to indemnify and save the Board, each individual school board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs, that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.
- 3.6. As a group, the Union shall have a maximum fifteen (15) scheduled work days per school year of release time as paid personal days to allocate to its members for Union business. Members will apply for such release time on the regular personal leave application form in the usual manner; however, the application form must have the signature of the Local 160 president before it is submitted to the building administrator for approval.

ARTICLE 4

CHECK OFF

- 4.1. During the life of this Agreement, the Board will deduct current periodic Union Dues or Service Fee from the pay of each employee who voluntarily executes and delivers to the Board either of the Authorization Forms attached to this Agreement as Schedule A and Schedule B.
- 4.2. The Union shall notify the Board in writing of any dues certified by the Union as the current periodic dues required of members of the bargaining unit and the Board will act in accordance with the written certification twice a year, once in August and the second in February.
- 4.3. Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month; provided, however, the initial deduction for any employee shall not begin unless a properly executed "Voluntary Authorization for Deduction of Union Dues" or "Voluntary Authorization for Deduction of Service Fee" has been delivered to the Board at least fifteen (15) calendar days prior to the last pay day of the calendar month. Changes in the amount of the Union Dues or Service Fees also must be delivered to the Board at least fifteen (15) calendar days prior to the last pay day of the calendar month in which the change is to become effective.
- 4.4. An employee may revoke the "Voluntary Authorization" for deduction of Union dues or Service Fee at any time during the last two weeks of June by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Union. Payroll deductions shall terminate when a revocation has been delivered to the Board at least fifteen (15) calendar days prior to the payday when such revocation is to become effective.
- 4.5. All sums deducted by the Board shall be remitted to the Union Financial Officer once each month by the fifteenth (15th) calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom deductions were made.
- 4.6. The Board shall not be liable to the Union by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay of the employee. In addition, the Union shall indemnify and save the Board harmless from any and all claims, demands, suits and other forms of liability by reason of any action taken or omitted by the Board for the purpose of complying with the provisions of this Article.

ARTICLE 5

REPRESENTATION

- 5.1. The employees, for the purpose of collective bargaining, shall be represented by a Bargaining Committee of not more than six (6) employees including the president of the local. Employees on this committee shall be seniority employees of the Board and their selection as committee members can be in any manner determined by the Union. The International Union can be represented by a staff representative. An alternate may be appointed to serve on the committee during the absence of a committeeman.
- 5.2. The Board will recognize that each Committeeman from the Grievance Committee will serve as the Committeeman for two (2) elementary and/or junior high schools and will provide Union representation in the two (2) assigned schools. The assignment of two (2) schools to each Committeeman can be in any manner determined by the Union.
- 5.3. The following employee groups - Ferndale High School, Maintenance, Ferndale High School Cafeteria and Bus Drivers - shall each elect a steward from their employee group who shall be a seniority employee of the Board and further, that a Chief Steward be elected by the total employee group who shall be a seniority employee of the Board. The election procedure shall be by determination of the Union. These stewards will provide union representation for their group and in the first step of the grievance procedure.
- 5.4. The president may review and prepare grievances not settled in step one of the grievance procedure. The president of the Union will be permitted to leave his/her work to attend grievance committee meetings, special conferences, or other local union business within the Ferndale School District, but he/she shall first request and secure the approval of his/her supervisor before he/she leaves his/her job to attend the meeting.
- 5.5. Committeemen and stewards shall have full time work to perform during their scheduled working hours. They may be permitted, without loss of pay, to investigate and present grievances within the area of their jurisdiction, but they shall first request and secure approval of their supervisor. The supervisor may grant sufficient time to the committeemen or stewards to leave their work for these purposes. The privilege of leaving their work during scheduled working hours is subject to the understanding that the time will be devoted to the prompt handling of grievances and will not be abused.
- 5.6. In no event shall any Union representative leave a job where the health, safety or general welfare of the schools, teachers, students, or property shall be in danger or jeopardized, nor shall any such leaving occur when damage to school property or equipment might occur.
- 5.7. Whenever an employee is absent from his/her job because of attending a mutually scheduled negotiating session, or an arbitration proceeding, the Union will arrange with that employee, or other union members, to assure that the missed work is covered or made up, without additional cost to the Board.

ARTICLE 6

NO STRIKE - NO LOCKOUT

- 6.1. Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slow-down, in any property of the Board or in any curtailment of work or interference with the operation of the Board during the term of this Agreement, or during any period of time while negotiations are in progress between the Union and the Board for the continuance of renewal of this Agreement. In the event of a work stoppage, other curtailment of or interference with production, the Board shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the same has ceased; nor shall the Board be required to enter into any arbitration while such strike, sit-down, stay-in or slow-down shall be in progress.
- 6.2. In the event of a work stoppage, or other curtailment, the Union president or next ranking officer present shall, within eight (8) hours, instruct the involved employees in writing that their conduct is in violation of this contract, and that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.
- 6.3. The Board shall have the right to discipline up to and including discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.
- 6.4. The Board will not lock out any employees during the term of this Agreement.

ARTICLE 7

GRIEVANCE PROCEDURE

- 7.1. A grievance is a complaint by a member of the bargaining unit, or the Union, involving the meaning, interpretation, application, or alleged violation of any provision of this Agreement.
- 7.2. A grievance may be filed and presented by a member of the bargaining unit, or by the Union acting through its representatives. Any individual employee may present his/her grievance and have the grievance adjusted without intervention of the Union if the adjustment of the grievance is not inconsistent with the terms of this Agreement, is non-precedent setting and the Union has been given an opportunity to have a Union representative present at such adjustment.
- 7.3. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving complaints involving the application or interpretation of this Agreement.

7.4. All grievances shall be presented in accordance with the following procedure:

Step One: An employee claiming a grievance shall discuss the matter with his/her immediate supervisor within ten (10) working days of the event upon which the grievance is based. Within three (3) working days after presentation of the grievance, the supervisor shall give an answer orally to the employee.

Step Two: If the grievance is not disposed of at Step One, it may be submitted within three (3) working days, after the supervisor's answer is communicated, to the Director of Human Resources on a written "Statement of Grievance" signed by the aggrieved employee. A copy shall be given to the supervisor involved at the same time. The "Statement of the Grievance" shall name the employee involved, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, and shall indicate the relief requested.

The Director of Human Resources shall render a decision, in writing, within three (3) working days after meeting with the aggrieved employee, the Union steward, and the Union president or his/her designee. A copy of the decision shall be furnished to the aggrieved employee and the Union president.

Step Three: If the grievance is not disposed of at Step Two, the decision of the Director of Human Resources may be appealed in writing, to the Board within three (3) working days after the date such decision was rendered.

A Committee of the Board shall meet with the aggrieved employee and the Union within fifteen (15) working days after the date the written appeal is filed with the Board. Arrangements for the meeting shall be made between the employer and the Council staff representative. The Board shall render its decision within five (5) working days after the meeting. The decision of the Board shall be communicated, in writing, to the grievant and to the Union.

Step Four: If the grievance remains unresolved at the conclusion of Step Three, it may be submitted to arbitration provided written notice of the intent to arbitrate is delivered to the Board within ten (10) working days after the receipt of the decision under Step Three.

Following the written notice of the intent to arbitrate the Council and a representative of the Board shall attempt to select an arbitrator within thirty (30) days. If mutual agreement on the selection of an arbitrator cannot be reached within thirty (30) calendar days after the date of receipt of the intent to arbitrate, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the Rules of the American Arbitration Association.

7.5. The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establish the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn; provided however the time limits set forth herein may be extended by mutual agreement between the Board, or its representative, and the employee or the union.

- 7.6. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- 7.7. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
- 7.8. It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited by this Agreement, after due investigation, to make a decision in cases of alleged violation or interpretation of the specific articles and sections of this Agreement.
- A. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - B. He/she shall have no power to establish salary structures or change any salary.
 - C. In rendering decisions, the Arbitrator shall give due regard to the responsibility of management as conditioned by this Agreement.
 - D. If the Board disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - E. There shall be no appeal from an arbitrator's decision if within the scope of authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Board. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Union or its members by any other means attempt to bring about the settlement of any grievance.
 - F. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - G. The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed.
 - 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
 - 2. No decision in any case shall require a retroactive wage adjustment in any other case, unless, by mutual agreement, the other case was held pending the outcome of the representative case.
- 7.9. If a grievance affects a group of employees or the bargaining unit as a whole, the Union may submit such grievance in writing to the Director of Human Resources directly, and the processing of such grievance shall be commenced at Step Two.

ARTICLE 8
WORKING SCHEDULES AND CONDITIONS

- 8.1. The normal work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours each (exclusive of an unpaid thirty (30) minute lunch period), Monday through Friday, inclusive. This provision shall not be construed as a guarantee of work. Employees shall not be required to work more than forty (40) hours in any one (1) week, except as hereinafter provided. There shall be a specified starting and quitting time, which shall not be changed without prior consultation with the Union. Time and one-half shall be paid for all work over eight (8) hours in any one day and over forty (40) hours in any one (1) week, and for all hours worked on Saturday. Double time shall be paid for all hours worked on Sunday and holidays provided in this Agreement. Overtime will be allowed only under certain circumstances.
- A. Weekend check of building: For all schools, excluding the high school, one (1) hour on each Sunday. Two (2) hours for the high school. On three (3) day holiday weekends there will be a bulletin sent out from Central Office stating which days the buildings are to be checked. No building checks allowed on days when there is activity scheduled in the building. All or any of this building check schedule is subject to change from Central Office.
- B. Emergency situations which must be given immediate attention, after the usual work hours: Such situations should be reported to the Supervisor of Maintenance and Transportation. If he cannot be contacted, then report the situation to the Business Manager, if possible, before the work is performed.
- C. Activities scheduled by the Central Office of which the employee has written notification and which requires work beyond usual work hours, or on Saturday or Sunday: Examples would include special bus trips, recreation department activities, special events of the schools, and rental situations involving school facilities.
- D. Building check overtime, at high school and junior high school, shall be performed by the Head Custodian, Assistant Head Custodian, Night Foreman or High School Maintenance, or any person acting in the capacity of the above classification.
- 1, When an event requires cleaning time that is in excess of two (2) hours, the employee called in will normally work two hours unless prior approval is obtained by the high school Head Custodian from administration and the custodial employee(s) required are informed. This provision may be modified in emergency situations by the administration, Head Custodian, or a person in a position named in 8.1.D. above.
- E. If the overtime situation in the high school or a junior high school requires only one (1) person, only those employees with a rating above that of custodian I shall be eligible for the overtime.
- F. Partial Work Crews.
During the summer break when a partial work crew is required to work for the afternoon shift (p.m.), a designated Custodial I employee shall be selected from the high school custodial staff. Duties to be performed by this person shall include the opening and closing of the building, ensuring that all work areas are properly cleaned, taking proper precautions and initiative to reduce problems and emergencies and to eliminate those emergencies that occur, and to assist in the work assigned to the partial work crew. The person so selected will receive a fifteen (15) cents per hour bonus for this work to be paid above the shift premium and regular hourly rate.

(8.1.F. continued)

When such a partial work crew is required during other break periods occurring in the school calendar, the partial work crew will be supervised by one of the supervisory class employees recognized by this Agreement.

- G. All other overtime requested by the administration shall be equalized among all employees in appropriate classifications, except cafeteria workers, as well as possible on a building basis.
 - 1. The equalization shall be on hours - at time and one-half, and double time.
 - 2. An annual report from the Head Custodian in each building shall be issued showing the hours worked by each employee at time and one-half and at double time and the hours refused by each employee at time and one-half and at double time. For the purposes of equalization, hours refused shall be counted as hours worked.
 - 3. Each eligible employee shall be, if possible, offered in turn the available overtime, until January 1. From then on until June 30, employees may be asked out of turn in order to achieve the desired equalization.
 - 4. In each building a Union member may confer with the Head Custodian to achieve the highest degree of such overtime equalization.

8.2. Overtime in the Maintenance I, II, and III classifications, other than bus trips, will be divided as equally as possible between the employees who have the qualifications and ability to perform the overtime work.

8.3. All regular and Special Education bus trip (route) assignments will be made within qualified bus driver and maintenance employee classifications (Article 16.1 and 16.4). Fill-in assignments will be made by the Supervisor of Maintenance and Transportation from among all qualified maintenance employees on an as needed basis. Said maintenance employees, as a condition of continued employment, shall maintain their certification to drive all district vehicles. The Board will pay the costs for employees required to recertify for CDL related licenses; Secretary of the State and Third Party testing.

Bus driving overtime will be equalized, insofar as possible, among all bus driver, relief drivers, and maintenance employees who are qualified by the State of Michigan and this contract to drive sixty-six (66) passenger buses.

8.4. When schools are closed because of inclement weather or other acts of God, employees are expected to report for work if it is at all possible, with pay at regular rate, and receive an additional compensatory day off. However, if an employee cannot report for work because of an act of God, he/she shall be paid at his/her regular rate. In order to qualify for a full 8 hour day of compensatory time, the employee must have worked a minimum of 6 hours. An employee working less than 6 hours shall receive compensatory time exactly corresponding to the amount of time worked that shift. Substitutes will not be hired to replace employees using these compensatory days.

The compensatory day off will be granted up to and including June 30th of the following year.

- 8.5. All employees will be guaranteed a minimum of two (2) hours pay for all emergency call-ins on Saturdays, Sundays and holidays, and between the hours of 9:00 p.m. and 4:00 a.m. on weekdays.
- 8.6. All custodial and maintenance employees shall be granted a fifteen (15) minute rest period during the first half of the shift and an additional fifteen (15) minute rest period during the second half of the shift. Earned breaks will be taken at the scheduled work site.
- 8.7. No permanent schedule changes shall be made in the custodial, maintenance and cafeteria departments without prior discussion with the Union. The parties agree that emergency situations may arise where prior discussion will not be possible.
- 8.8. Annexation/Consolidation
In the event that the Ferndale Public Schools are forcibly or voluntarily annexed, consolidated, transferred, or through action taken by the courts, State of Michigan, State Board of Education, Intermediate School District or electorates to or with another district(s), the Board shall use its best effort to protect current maintenance, custodial, cafeteria, and bus driver employment rights as provided in this Agreement.

ARTICLE 9

VACANCIES, TRANSFERS, REDUCTION IN STAFF, RECLASSIFICATION

- 9.1. The word layoff shall mean a reduction in the employee work force due to a decrease in work or a lack of funds. Reduction in the work force shall be affected through the following procedure:
 - A. An employee(s) affected by the elimination of the position in which they are working shall be able to bump into an equal or next lower job classification provided the bumping employee can satisfactorily meet the following criteria: 1) meet the standards developed for the position, 2) possesses the skills and ability to perform the duties of the job without a trial period, and 3) has the greater district seniority. If the employee cannot bump into the next lower classification, the individual affected shall then be subject to sequentially bump into the next lowest classification within the affected section provided the criteria of the first sentence of this paragraph is again adhered to. If the affected employee cannot bump into a lower classification within the employees' job section, the employee may then bump into the next lower section and assume a position for which he meets the criteria outlined in the first sentence of this paragraph. If the employee cannot meet the criteria of the previous sentence the employee will bump down into the custodial I classification as provided in subsection D of this section. A Custodian I affected by the elimination of position may bump into a lower (section 3) classification provided the employee can meet the standards and possesses the skills and abilities to perform the job without a trial period and possesses greater district seniority (per sentence one above).

Whenever bumping into a lower classification takes place the person bumped shall be the person within that affected classification who has the least seniority.
 - B. Probationary employees within the affected classification(s) shall be laid off before seniority employees provided a seniority employee(s) remains who can perform the duties according to the criteria established in sentence one of paragraph A of this section.
 - C. The least seniority employee who remains unplaced after bumping is completed shall be laid off.

D. Classifications, under the provisions of paragraph A of this section are listed in the order of reduction and bumping rights, (equal or lower classification) in Article 16, Section 1, 2, 3, and 4.

- 9.2. Employees who are to be laid off for an indefinite period of time will receive ten (10) work days notice of such layoff. The local Union's president and chief steward shall receive a list of the employees to be laid off from the Board at the time the notice of layoff is issued to the employee(s).
- 9.3. Employees will be recalled from layoff in the order of their district-wide seniority, if they are able to perform the work available in a school or the district.
- 9.4. Notice to an employee that he is being recalled to work shall be sent to the employee's address the Board has on file. The Board shall be entitled to rely on the address they have on file. If an employee fails to report for work within ten (10) calendar days from the date the notice of recall is mailed, he shall be considered a quit. The Board will consider extension or failure to report upon the submission of information satisfactory to the Board.
- 9.5. A vacancy in a job classification, within the Unit, shall be posted on or before the fourth (4th) scheduled working day after the vacancy occurs for a period of five (5) scheduled working days. Two additional successive five (5) day posting periods may be used to fill job vacancies created by lateral transfers. After these two additional lateral transfer opportunities, a person may be hired for the existing vacancy without posting that position.
- 9.6. The Board shall have the right to fill any vacancy in a job classification temporarily. However, the Board agrees to make every reasonable effort to fill the vacancy within thirty (30) days after posting or notify the Union if the job is to be filled or is to be eliminated.

Temporary vacancies shall be filled by the most qualified applicant.

- 9.7. A. It is the intent of these provisions that a posted position would be granted to the person who meets the criteria of the posting. Bidding employees who feel they meet the criteria will be considered by the Board on the basis of their meeting the posted qualifications, their competency, personnel file, and experience; all the foregoing factors being equal, then in the order of their seniority. Should the Board determine that no bidding employee meets the criteria of the previous sentence, the Board may then hire from outside. Bidding Bargaining Unit employees shall be considered for all positions within the Unit before outside hiring considerations are undertaken. An employee who bids on an opening and is not selected, may request that he be given the reason in writing.
- B. Employees who have a poor work record (i.e., as indicated by reprimand(s) or poor attendance notice(s) in their personnel file) shall be excluded from consideration for all purposes related to this section and Section 8 of this Article. Employees denied consideration on the basis of this provision shall be notified in writing by the Board of the reasons for such denial.
1. Employees at the time of the award shall not earn less than their pre-promotion service-in-grade rate unless the bid is for a lower classification. Any employee bidding downward shall enter the new classification at the same step held in the former job.

- 9.7. B. 2. Employees affected by movement will receive classification step increases at one year intervals thereafter, pursuant to the compensation schedule.
3. Employees awarded a bid shall serve a 180 calendar day probationary/trial period. If the employee fails to voluntarily or involuntarily complete the probationary period, the employee will be placed back in the classification from which the employee was promoted without loss of seniority (unless the employee is disciplined for cause). This replacing into the former classification shall reverse any piggyback transfers or promotions.
- C. Employees with less than two (2) years seniority shall not be eligible to bid on open vacancies and transfers outside of their classifications.
- 9.8. Employees in the same job classification who have made application during the posting period shall be eligible for lateral transfer. No more than three (3) lateral transfers shall be made to fill any vacancy in a job classification. Any employee who transfers under these provisions shall, on acceptance of a transfer to the new position, be ineligible to request any further lateral transfer for a period of one year from the date of transfer. Employees hired after 12/21/81 shall not be able nor eligible to laterally transfer until accumulating at least two (2) years seniority.

ARTICLE 10

PROBATIONARY PERIOD

- 10.1. A. New employees hired into year-round (12 month) positions in the bargaining unit shall serve a probationary period of 180 continuous work days during which time they shall be termed "probationary employees."
- B. Less than year-round employees hired into the bargaining unit shall serve a probationary period of 180 work days that are served consecutively except as interrupted by any winter, spring, or summer vacations and other scheduled service breaks. When interrupted, the counting of days for the probationary period will continue when the scheduled work begins anew following the break.
- 10.2. Probationary employees' service with the Board may be terminated at any time by the Superintendent, or the Board representative, in his/her sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- 10.3. During the first 90 continuous work days of the probationary period, an employee shall not be eligible for the negotiated employee Insurance Benefits as found in Article 15, after which time they shall become eligible for these benefits. If the 90 continuous work days are interrupted by the summer break then counting begins again with the start of school in the new school year.
- 10.4. After an employee has served the probationary period of employment (180 continuous work days unless interrupted by a service break), the employee shall become a regular full-time employee or a regular part-time employee.
- 10.5. If continuous work days as used in the Sections above are interrupted by the summer break then the count will be picked up with the start of school. Other service breaks may occur with illnesses or other unusual absences as determined by the Board.

ARTICLE 11

SENIORITY

- 11.1. A. Seniority shall be on a district-wide basis, in accordance with the employee's last date of hire in the district. At the end of the probationary period, persons hired on the same date shall be ranked on the seniority list by representatives of the Board.
- B. Beginning July 1, 1986, regular part-time employees who promote to a regular full-time 8 hour position, will have their regular part-time service pro-rated in establishing their full-time seniority ranking. If this employee later returns to part-time status, their former part-time seniority ranking date will be restored.

The proration will be based on the length of their normal scheduled work day at the time of promotion, over a standard eight (8) hour work day: i.e., 3 1/2 hour part-time day is pro-rated as 3 1/2 divided by 8 equals the proration percentage (44%), to be applied against the years of part-time service.

- 11.2. The Board shall keep the seniority lists up to date at all times and shall provide the employees with up-to-date copies annually in October of each year by posting such information in all schools or places of employment in such a manner that all employees may see their seniority standings.

- 11.3. An employee shall lose seniority for the following reasons:

- A. Quits or retires
- B. Is discharged for just cause
- C. Is absent for three (3) consecutive work days without notifying the Board, unless as a result of physical impossibility
- D. Is absent for three (3) consecutive work days without justifiable reason acceptable to the Board
- E. Gives a false reason to obtain a leave, or fails to return to work upon termination of any leave of absence without an excuse acceptable to the Board.
- F. If laid off for a period equal to his/her seniority at the time of layoff or three (3) years, whichever is the lesser
- G. Separation upon settlement covering total disability

- 11.4. The president, vice-president, financial secretary, recording secretary and chief steward and committeemen of the local Union shall have preferred seniority and head the district-wide seniority list regardless of their position on the master seniority list. They shall be continued at work as long as there is work available in the district and they can satisfactorily perform the work of the job.

- 11.5. When new jobs are added to the bargaining unit or vacancies occur in the existing job classifications on a shift, employees shall be entitled to exercise their classification seniority within their classification to transfer to that preferred shift.

Once each year prior to the beginning of school, employees, within their respective classification, will have the opportunity to exercise their seniority to transfer to a different shift, provided, of course, that the person being bumped is the lowest seniority in the classification, and such employee being bumped shall replace the employee exercising seniority rights under this section.

- 11.6. The high school head custodian position shall be senior to the junior high school head custodian. The junior high school head custodian position shall be senior to the elementary head custodian. The elementary head custodian position shall be senior to the assistant head custodian. The assistant head custodian position shall be senior to the custodian position.

ARTICLE 12

DISCIPLINE AND DISCHARGE

- 12.1. Disciplinary action or measures shall include the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension (notice to be given in writing).
- D. Discharge

If it becomes necessary to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

- 12.2. The Board shall not discharge any employee without just cause. If, in any case, the Board feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and the Union will be notified in writing that the employee has been suspended and is subject to discharge.

Any employee found to be suspended or discharged without just cause shall be reinstated with back wages and with full restoration of all other rights and conditions of employment. Back wages shall be subject to Article 7, Section 8, G (1).

- 12.3. The discharge or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward of the Unit and the Board will make an area where he/she may do so before he/she is required to leave the property of the Board.
- 12.4. If the employer believes that a written reprimand is required, or a suspension is required, or a discharge is required, then a written copy of the employer's action will be provided to the employee and the President and Chief Steward of the Union.

ARTICLE 13

LEAVES OF ABSENCE

13.1. Workmen's Compensation.

Any employee who is injured while performing regularly assigned work and is disabled to the extent that a doctor's statement indicates he/she is not able to work and must be absent from work will have no deduction made from his/her pay, current allowance or sick bank for a period not to exceed seven (7) days from the date of such injury. In the event disability extends beyond the seven (7) day period, the employee may elect to have the difference between his/her regular salary and the amount received from Workmen's Compensation paid from his/her current allowance. Before a disabled employee may return to regular work, he/she must obtain a doctor's statement for the Board to the effect that he/she has been examined by a doctor and the doctor has determined that the employee is able to return to work.

13.2. All second shift employees shall report to the head custodian by 11:00 a.m. on the day of absence. Failure to so notify shall result in the loss of pay for the day, except in the case of extenuating circumstances, subject to approval by the Board of Education or its designee.

Head custodians shall notify the assistant head, who shall notify the maintenance office of the head's absence. The assistant head will work in place of the head custodian on the head custodian's regular shift. The regular custodian will then fill in for the assistant head on the appropriate shift.

13.3. July 1st of each year every twelve month employee who has completed one (1) year of service in the district shall be credited, in advance, with twelve (12) sickness days for that year, such days to be known as the current allowance. Unused current allowance shall be accumulated in a sick bank up to a maximum of fifty-three (53) days. An employee shall be allowed to use current allowance before having to use sick days from his/her accumulated sick bank. Days from the current allowance or the accumulated bank may be used for personal sickness and for sickness or death in the immediate family. If an employee has been paid sick leave from the current allowance for a number of days in excess of the number of months worked during the period from July 1st and leaves active employment in the district the overpayment will be deducted from the employee's final check or other monies owed him/her by the Board.

A. On July 1 of each year all current allowance sick days which are not used to fill the individual accumulated sick bank and/or current allowance sick bank shall be placed into an extended personal accumulation sick bank. The extended accumulation sick bank can be used only when the accumulated bank and current allowance are exhausted. The extended accumulation sick bank cannot be used 1) to extend the initial start day for Long Term Disability or 2) for any other purpose in this contract. There shall be no limit on the number of sick days that are allowed to accumulate in the extended accumulation sick bank.

13.4. The Board may, in appropriate cases, require a doctor's certificate in corroboration of the claimed illness in order to qualify for sick day pay.

- 13.5. An employee may use two (2) days of their current allowance each year for personal business. Personal business leave must be applied for in writing, with specific reason, a week in advance, whenever possible, for the Business Manager's approval or that of the designated representative.

A personal business leave day shall not be granted for the day preceding and the day following holidays or vacations; the first and last day of the work year, except for matters of an emergency nature allowable at the discretion of the Business Manager.

- 13.6. Effective July 1, 1988, two (2) added non-accumulative personal days other than current allowance will be granted employees who were absent five (5) or fewer days during the preceding year. These added days must be requested in writing and will be granted without specific reason.

- 13.7. A leave of absence will be granted an employee called for jury service. The Board shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses for each day on which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work).

- 13.8. Upon the recommendation of a physician, health leave shall be granted for a period up to one (1) year. An extension may be granted only upon the recommendation of the Superintendent. When the employee's health permits his/her return, he/she shall so request the Superintendent, in writing, and submit a statement from a physician certifying fitness to return. The employee shall return to the same or equal position with accumulated seniority.

- 13.9. Childbearing leave shall be granted for a period of up to one year or for any lesser period as approved by the employee's attending physician. If the childbearing leave is brought on prematurely by conditions such as hemorrhage or toxemia, the employee shall be permitted to use sick days from the current allowance.

(1) An employee requesting a childbearing leave shall provide the Board with a written medical statement from the attending physician, no less than four (4) months before the expected birth of the object child and an assessment of the employee's fitness to continue doing her normal work. The statements regarding fitness to continue working shall be provided to the Board on a monthly basis.

(2) The employee shall notify the Board in writing no later than the seventh (7th) month of pregnancy, the estimated date the leave shall begin and terminate, substantiated by a written statement from the attending physician.

- 13.10. An employee, after two years on continuous service with the district, will be eligible for an unpaid leave of absence for a period of up to one (1) year without loss of seniority, for the following purposes:

- 1) Elected or appointed to a union position outside the district.
- 2) Elected or appointed to public office.
- 3) Serious illness in the employee's immediate family requiring constant care by the employee, substantiated by a statement from the attending physician.
- 4) To take educational courses.
- 5) Child Care

13.10. (continued)

Such leave may be renewable for an additional period of up to one (1) year at the discretion of the Superintendent or the designated representative.

All requests for leaves of absence must be submitted in written form.

If requested in writing by the employee at least thirty days prior to the expiration of any leave of 90 days or less, he/she will be reinstated in his/her original or equal position. For leaves of over 90 days, he/she will be reinstated in the first available opening for which qualified.

- 13.11. Employees who enter the Armed Service of the United States while employed by the Board shall be given all of the benefits accorded them by the Universal Military Training and Service Act, as amended.

ARTICLE 14

HOLIDAYS AND VACATION DAYS

- 14.1. The following days shall be recognized and observed as paid holidays:

Independence Day	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	M. L. King, Jr.
	Memorial Day

- 14.2. In addition, the following holiday-related time off with pay shall be granted:

The day following Thanksgiving
The day preceding Christmas or related day
The day preceding New Year's or related day
Good Friday
The day following Easter
Independence Day related day

- A. When July 4th falls on a Monday or a Thursday, July 5th shall be the related holiday;
- B. When July 4th falls on a Tuesday, Wednesday, or Friday, July 3rd shall be the related holiday;
- C. When July 4th falls on a Saturday or Sunday, the following Monday and Tuesday shall be observed as the holiday and holiday-related day.
- D. The parties agree that in the event the language in 2.A., 2.B., or 2.C. above would cause the school district to celebrate the holiday and/or the holiday-related day on a date or dates that are out of sync with local, state or national practice, the Board may schedule the holiday and/or holiday-related day to synchronize the school district with governmental and private employers.

- 14.3. Employees shall be eligible for pay on holidays and holiday-related days provided they shall have worked their last scheduled day prior to and their next scheduled work day following the holiday or holiday-related day, unless they are on vacation, paid sick leave, authorized personal business day, or have pay due during the pay period in which the holiday or holiday-related day falls.
- 14.4. All custodial and maintenance employees shall receive an annual vacation as follows:
- A. All custodial and maintenance employees, during their first five (5) years of employment, shall receive two (2) work weeks of annual vacation with pay for 80 hours (exclusive of legal holidays) after one (1) year of service prior to July 1; those with less than one (1) year of service prior to July 1 shall receive a prorated amount of vacation according to the length of such service.
 - B. All custodial and maintenance employees who have completed five (5) years of employment prior to July 1 shall receive three (3) work weeks of annual vacation with pay for 120 hours.
 - C. All custodial and maintenance employees who have completed twelve (12) years of employment prior to July 1 shall receive four (4) work weeks of annual vacation with pay for 160 hours.
- 14.5. Vacations for custodial and maintenance employees shall be computed from July 1 through June 30. The vacation allowance to which an employee is entitled shall be determined by the number of years of service he has completed by June 30 of a given year and will be posted and scheduled. Vacation allowance shall be prorated during the first year of employment to the nearest half day (based on 5/6 of a day per month of service to June 30).
- 14.6. Vacation allowance may not be accumulated from one year to the next except on the basis of written request which must have the approval of the Superintendent or the Board's representative.
- 14.7. A. Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as it is possible within this limitation vacations shall be scheduled at a time satisfactory to the employee. For the vacation periods at Christmas and Easter, one (1) employee from each elementary and junior high school and one third (1/3) of the employees on a shift from the senior high school may be allowed to take vacation time. When employees in the same building request the same vacation period, preference shall be given to the employee(s) with the greatest district-wide seniority.
- B. Vacation pay will be paid to a requesting employee on the last regular pay day preceding the first day of the vacation period provided notice has been presented to the Business Office, in writing, fourteen (14) calendar days prior to such regular pay day.
- C. All requests for vacations must be submitted to the Business Manager no later than April 1 of each year prior to the period during which vacation is to be scheduled. Scheduling sheets shall be sent to the Head Custodian and the Transportation & Maintenance Supervisor on or before March 1. Finalized vacation schedules will be posted not later than May 1st, subject to receipt of all requests no later than April 1st.

ARTICLE 15

INSURANCE PROTECTION

15.1. Limits of Liability

The Board, by payment of the premium payments required to provide the coverages set forth herein, shall be relieved from all liability with respect to the policy(s) contracted for with the insurance company.

- 15.2. A. The Board will provide insurance protection to the extent outlined below for all eligible employees working thirty (30) hours or more per week. The thirty (30) hours shall be determined solely from hours worked on the employee's regular shift. This provision shall apply to employees hired subsequent to 12/1/81 or who voluntarily transfer. Employees who are bumped into a position working less than thirty (30) hours per week and who have a hire date subsequent to 12/1/81 shall fall under the restrictions of this provision.

Regular part-time employees, as defined in Article I, affected by the above paragraph shall have, to the extent allowed by the insurance carrier(s), the option of electing to pay, at their own expense, for the health insurance plan outlined in Section 3.B below. Prior to this election, the employee must first complete a payroll deduction authorization card that authorizes the district to deduct premium payments.

- B. Bus drivers and relief drivers defined as regular part-time employees will have these options available as referred to in Appendix A.

- 15.3. The Board shall provide eligible employees with hospital-surgical-medical benefits as outlined below. Upon election, the benefits will begin as soon as the providers(s) can institute the program selected. Eligible employees may select from the following:

- A. Community Blue P.P.O. Group Benefit Certificate Plan 1, ASFP, BMT, DC ESRD, GCO, GLE-1, HMN, 1CMP, PTFS, PTS, RAPS, SD, SOTPE, SUBRO2, PREFERRED RX \$5.00 Co-payment, or an equivalent coverage.

OR

- B. Blue Care Network of Southeast Michigan Health Maintenance Organization coverage consisting of certificate BCN5, Waiver of emergency room co-pay rider, sponsored dependent rider, \$2.00 prescription drug rider, dependent child continuation rider, and allergy services rider or an equivalent coverage.

Sponsored dependent coverage shall be provided by the Board upon the employee's completion of necessary payroll deduction forms to cover the cost associated with this coverage.

- 15.4. The Board shall provide group term life insurance, including A.D. & D. benefits, for all non-probationary employee in the bargaining unit. Coverage shall be \$25,000 for each employee. The employee shall enroll and designate his/her beneficiary on the proper form.

Coverage for new employees shall become effective the first of the month following completion of the probationary period, provided the necessary enrollment forms have been filed with the business office. Enrollment forms shall be provided by the employer beginning with the ratification of this 1984/6 Agreement by the parties .

15.4. (continued)

Such insurance shall provide for the following:

- A. If the insured becomes totally and permanently disabled before reaching age 65, premium payments cease and the full amount of insurance will be paid to the beneficiary if death occurs before recovery.
- B. On termination of employment by the insured, the amount of group life insurance may be converted within 31 days to an individual policy on any of the plans then being issued by the insurance company, except term insurance. No medical examination shall be required and the premium paid will be based upon age at time of conversion.

15.5. The Board will provide eligible employees and their eligible dependents with one of the following:

- 1. Blue Cross-Blue Shield Dental Care Network Program 04 with a \$500.00 lifetime maximum juvenile (to age 19) orthodontic rider.

OR

- 2. Blue Cross-Blue Shield regular dental coverage providing 50-50-50 coverage including a \$500.00 lifetime maximum juvenile (to age 19) orthodontic rider.

15.6. The Board will provide each employee (other than probationary employees or those working less than a scheduled thirty (30) hour work week) with Long Term Disability insurance which will provide to an employee a monthly benefit in an amount equalling sixty (60) percent of salary divided by twelve (12) with a monthly benefit payment limit not to exceed seventy (70) percent of the employee's income. (The conditions of the policy shall govern this provision.) The benefits begin three (3) months following the disabling injury or illness and continue until death, age sixty-five (65) or the employee is declared able to return to work, whichever shall occur first.

15.7. A. The Board shall carry Workers' Compensation so that an employee disabled from an injury or disease due to school district employment may receive medical attention and weekly benefits while losing pay. Such insurance shall cover all benefits required by Michigan's Workers' Compensation Act. Probationary employees shall be covered under this Section.

- B. For long term workers compensation claims, at the request of management, the union will sit down with management and the involved employee to work out some type of job that will bring the employee back to work. Each case will be handled individually to suit the situation. Some basic guidelines will be developed by management and the union so the employee is aware of procedures.

15.8. Optical Insurance

The Board will provide Co-Op Optical Plan B vision coverage to eligible employees, their spouse, and eligible dependents.

- 15.9. A. Eligible employees not electing coverage under Board of Education provided health insurance shall be provided the following benefits as an option to 15.3.A. and/or 15.3.B.: Upon the completion of necessary paper work, in order to drop health insurance or not elect to be covered and to provide for Tax Sheltered Annuity (403B) deductions (if elected), the Board will provide a payment of up to \$1200.00 payable in up to ten (10) monthly installments of \$120.00 per month.
- B. Eligible employees not electing Board provided health insurance shall be provided Co-Op Optical Plan A.
- 15.10. Eligible employees electing 15.3.B H.M.O. coverage will be provided the following additional benefits:
- A. The above notwithstanding, the Board will provide a payment of up to \$800.00 payable in up to ten (10) monthly installments of \$80.00 per month, September through June, to all bargaining unit members who elect section 15.3.B. H.M.O. coverage and make their health insurance election on or before September 1 of each school year; otherwise, the \$800.00 payment will be prorated according to the rules of the carrier.
- B. Co-Op Optical Plan A vision coverage to employees, their spouse, and eligible dependents.

ARTICLE 16

COMPENSATION - 1996-97

The parties agree to an absolute freeze including steps during the 1996/97 school year. Any employee whose step was frozen in the 1996/97 school year will automatically move to the appropriate step effective July 1, 1997, for the 1997/98 school year. If the employee was promoted or hired in the 1996/97 school year and not entitled to a step increase, their step will become effective on their anniversary date during the 1997/98 school year. All increases due in the 1998/99 school year shall be paid on the employee's anniversary date in the 1998/99 school year.

During the 1997/98 school year, the union agrees to add additional steps to the compensation schedule; therefore, any employee at Step 0, 1996/97, would move to Step 3. Any employee at Step 1 would move to Step 4, with the exception of the cafeteria which would move to Step 5. Any employee at Step 2 would move to Step 5, with the exception of the cafeteria which would move to Step 6.

Anyone hired in the cafeteria during the 1996/97 school year, or prior thereto, shall be entitled to move to Step 6; however, new hires after the signing of this Agreement shall be placed at Step 1 of the 1997/98 salary schedule and will only be able to achieve Step 5. (See Article 22)

Lastly, the Board agrees that if another District bargaining unit gains a wage benefit increase covering the 1996/97 school year, the percentage increase shall apply to the Local 160 bargaining unit. The parties to this Agreement will meet to discuss any problems that may result from the operation of this language.

ARTICLE 16

COMPENSATION - 1996-97

- 16.1. The hourly rate for personnel for the 1996/97 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>
Maintenance I	\$12.80	\$15.77	\$16.49
Warehouse person	12.80	15.77	16.49
Maintenance/Mechanic II	12.09	14.85	15.58
Maintenance III Handyman	12.25	14.59	15.03

- 16.2. The hourly rate for custodial personnel for the 1996/97 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>
Head Custodian, FHS	\$13.78	\$15.84	\$16.63
Head Custodian, Jr. High	13.06	15.11	15.91
Head Custodian, Elementary	12.51	14.77	15.52
Night Foreman, FHS	12.51	14.77	15.52
Assistant Head Custodian	12.02	14.40	14.85
Custodian I	11.82	14.06	14.61
Laundry	9.44	11.57	12.18
Dispatcher	12.07	13.25	14.85

- 16.3. The hourly rate for cafeteria personnel for the 1996/97 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>
Manager	\$10.59	\$11.95	\$12.83
FHS Range Cook, Satellite Coord.	8.84	10.46	11.10
Baker/Satellite Cook/Salad Maker	8.76	10.38	11.01
Cashier	8.71	10.27	10.93
Baker Assistant	8.46	10.14	10.71
Salad Maker Assistant	8.46	10.14	10.71
Hourly Rated	8.46	10.14	10.71
Utility Worker/Van Driver	9.88	11.57	12.30
Van Driver/Utility Assistant	9.72	11.42	12.00

- 16.4. The hourly rate for bus driver personnel for the 1996/97 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>
Bus Driver	\$12.07	\$13.25	\$14.85
Relief Driver/Aide	9.69	11.34	12.06

ARTICLE 16

COMPENSATION - 1997-98

16.1. The hourly rate for personnel for the 1997/98 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Maintenance I	\$10.75	\$11.50	\$12.93	\$15.93	\$16.65
Warehouse person	10.75	11.50	12.93	15.93	16.65
Maintenance/Mechanic II	10.50	11.25	12.21	15.00	15.74
Maintenance III Handyman	10.25	11.00	12.37	14.74	15.18

16.2. The hourly rate for custodial personnel for the 1997/98 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Head Custodian, FHS	\$11.75	\$12.50	\$13.92	\$16.00	\$16.80
Head Custodian, Jr. High	10.75	11.50	13.19	15.26	16.07
Head Custodian, Elementary	10.25	11.25	12.64	14.92	15.68
Night Foreman, FHS	10.25	11.25	12.64	14.92	15.68
Assistant Head Custodian	9.75	10.50	12.14	14.54	15.00
Custodian I	9.25	10.25	11.94	14.20	14.76
Laundry	7.75	8.50	9.53	11.69	12.30
Dispatcher	10.00	10.75	12.19	13.38	15.00

16.3. The hourly rate for cafeteria personnel for the 1997/98 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Prior to 1996/97</u>
Manager	\$ 8.90	\$ 9.79	\$10.70	\$11.00	\$12.07	[12.96]
Department Heads	7.42	8.16	8.93	9.20	10.56	[11.21]
Assistants	7.32	8.05	8.80	9.06	10.37	[11.04]
Hourly Rated	7.10	7.81	8.54	8.75	10.24	[10.82]
Utility Worker/Van Driver	8.30	9.13	9.98	10.28	11.69	[12.42]

(Effective July 1, 1996, any new hire will only be able to attain Step 5 of this scale.)

16.4. The hourly rate for bus driver personnel for the 1997/98 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bus Driver	\$10.00	\$10.75	\$12.19	\$13.38	\$15.00
Relief Driver/Aide	8.50	9.25	9.79	11.45	12.18

ARTICLE 16

COMPENSATION - 1998-99

16.1. The hourly rate for personnel for the 1998/99 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Maintenance I	\$10.97	\$11.73	\$13.19	\$16.25	\$16.98
Warehouse person	10.97	11.73	13.19	16.25	16.98
Maintenance/Mechanic II	10.71	11.48	12.45	15.30	16.05
Maintenance III Handyman	10.46	11.22	12.62	15.03	15.48

16.2. The hourly rate for custodial personnel for the 1998/99 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Head Custodian, FHS	\$11.99	\$12.75	\$14.20	\$16.32	\$17.14
Head Custodian, Jr. High	10.97	11.73	13.45	15.57	16.39
Head Custodian, Elementary	10.46	11.48	12.89	15.22	15.99
Night Foreman, FHS	10.46	11.48	12.89	15.22	15.99
Assistant Head Custodian	9.95	10.71	12.38	14.83	15.30
Custodian I	9.44	10.46	12.18	14.48	15.06
Laundry	7.91	8.67	9.72	11.92	12.55
Dispatcher	10.20	10.97	12.43	13.65	15.30

16.3. The hourly rate for cafeteria personnel for the 1998/99 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Prior to 1996/97</u>
Manager	\$ 9.08	\$ 9.99	\$10.91	\$11.22	\$12.31	[13.22]
Department Heads	7.57	8.32	9.11	9.38	10.77	[11.43]
Assistants	7.47	8.21	8.98	9.24	10.58	[11.26]
Hourly Rated	7.24	7.97	8.71	8.93	10.44	[11.04]
Utility Worker/Van Driver	8.47	9.31	10.18	10.49	11.92	[12.67]

(Effective July 1, 1996, any new hire will only be able to attain Step 5 of this scale.)

16.4. The hourly rate for bus driver personnel for the 1998/99 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bus Driver	\$10.20	\$10.97	\$12.43	\$13.65	\$15.30
Relief Driver/Aide	8.67	9.44	9.99	11.68	12.42

ARTICLE 16

COMPENSATION - 1999-2000

16.1. The hourly rate for personnel for the 1999/2000 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Maintenance I	\$11.19	\$11.96	\$13.45	\$16.58	\$17.32
Warehouse person	11.19	11.96	13.45	16.58	17.32
Maintenance/Mechanic II	10.92	11.71	12.70	15.61	16.37
Maintenance III Handyman	10.67	11.44	12.87	15.33	15.79

16.2. The hourly rate for custodial personnel for the 1999/2000 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Head Custodian, FHS	\$12.23	\$13.01	\$14.48	\$16.65	\$17.48
Head Custodian, Jr. High	11.19	11.96	13.72	15.88	16.72
Head Custodian, Elementary	10.67	11.71	13.15	15.52	16.31
Night Foreman, FHS	10.67	11.71	13.15	15.52	16.31
Assistant Head Custodian	10.15	10.92	12.63	15.13	15.61
Custodian I	9.63	10.67	12.42	14.77	15.36
Laundry	8.07	8.84	9.91	12.16	12.80
Dispatcher	10.40	11.19	12.68	13.92	15.61

16.3. The hourly rate for cafeteria personnel for the 1999/2000 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Prior to 1996/97</u>
Manager	\$ 9.26	\$10.19	\$11.13	\$11.44	\$12.56	[13.48]
Department Heads	7.72	8.49	9.29	9.57	10.99	[11.66]
Assistants	7.62	8.37	9.16	9.42	10.79	[11.49]
Hourly Rated	7.38	8.13	8.88	9.11	10.65	[11.26]
Utility Worker/Van Driver	8.64	9.50	10.38	10.70	12.16	[12.92]

(Effective July 1, 1996, any new hire will only be able to attain Step 5 of this scale.)

16.4. The hourly rate for bus driver personnel for the 1999/2000 school year, assigned to the following classifications, shall be:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bus Driver	\$10.40	\$11.19	\$12.68	\$13.92	\$ 15.61
Relief Driver/Aide	8.84	9.63	10.19	11.91	12.67

- 16.5. Employees covered by this Agreement who are assigned to the second shift shall be paid a differential rate above their regular rate of ten cents (\$.10) per hour. This differential rate adjustment will commence for employees who start work at 12:01 p.m. or later.
- 16.6. The compensation for all employees shall be paid bi-weekly while they remain in the employ of the district.
- 16.7. When a scheduled pay day falls within the first three days of a school vacation period, paychecks shall be available on the last working day preceding the school vacation period. During school vacation periods, paychecks shall be available during regular working hours on the payroll date.
- 16.8. When an employee is assigned to a higher position to replace an employee on an extended leave he/she shall, beginning on the sixth (6th) working day, receive a pay rate one (1) step higher than his/her regular rate. After having served a total of thirty (30) working days he/she shall receive the pay rate for the position he/she is filling that would have been received if promoted to that position. An employee at the maximum of his/her pay scale shall, on the sixth (6th) working day, receive the pay rate for the higher classification as would have been received if promoted.
- 16.9. Longevity
Beginning July 1, 1987, longevity earnings will be paid to eligible twelve month employees consistent with the amounts listed below. The appropriate longevity payment shall be made on the earliest possible payday in the month of July. The payment made in July is for that fiscal year and is, therefore, made in advance. The first day of the fiscal year, July 1, shall be used to determine years of service for longevity purposes.

Longevity payments shall be given annually upon completion of the 10th, 15th and 20th full years of continuous service, except as otherwise provided herein for pro-rated payment. The payment for the above three (3) steps shall be:

First five payments - \$ 336.00
Second five payments - \$ 840.00
All other payments - \$1512.00

The payments set forth above shall not be cumulative and years of service must be continuous.

Effective July 1, 1987, employees, newly eligible for the first longevity payment who have completed at least 9 years and 6 months of service, but less than 10 full years, shall receive a pro-rated 1st payment of the \$336.00 amount. That pro-ration, based on complete months, shall be at 6/12, 7/12, 8/12, 9/12, 10/12, or 11/12. An employee thus pro-rated for their first payment at the \$336.00 amount shall be similarly pro-rated as they begin the first year at the \$840.00 amount or the \$1512.00 amount.

Since longevity is paid in advance, an employee retiring after July 1 shall only be entitled to a pro-rated part of the July payment, and must return the non-entitled portion to the school district.

Since all eligible regular part time and ten (10) month employees shall continue to earn longevity as prescribed in the 1979-81 "Agreement" except that said employees shall not be paid cumulatively except as outlined in the arbitration decision previously awarded in favor of the Board of Education in case number 54 39 0666 77.

- 16.10. The Board will provide up to 3,000 dollars (\$3,000) per year to fund voluntary in-service training each year for all custodial and maintenance employees. Credit for employees attending the Michigan School Bus Drivers Safety Education classes will be given. A salary advancement for employees participating in these programs shall be granted as follows:
- A. After completion of at least one hundred (100) hours of training, an increase of ten and no/00 dollars (\$10.00) per month.
 - B. After completion of at least two hundred (200) hours of training, an increase to fifteen and no/00 dollars (\$15.00).
 - C. After completion of at least three hundred (300) hours of training, an additional five and no/00 dollars (\$5.00) per month increase (total - \$20.00).
 - D. After completion of at least four hundred (400) or more hours of training, an additional five and no/00 dollars (\$5.00) per month (total - \$25.00).
 - E. The year for in-service training credits shall be from July 1 to June 30. In-service training credits payment shall be based on the number of credit hours earned as of June 30th, and paid the earliest possible pay period in the following December of each year.
- 16.11. The classification entitled "Laundry" shall work a 12-month year. Work performed during vacation and summer periods shall be assigned and supervised by the high school Head Custodian.

ARTICLE 17
MISCELLANEOUS

- 17.1. Special conferences for important matters will be arranged between the local president and the Superintendent, or the designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the council or a representative of the International Union.
- 17.2. Except as otherwise provided, the Board will, by September 30 of each year, provide employees with three (3) perma-press uniforms of the Board's choosing from a Board selected vendor.

Custodial and Maintenance employees have the option every third (3rd) year of giving up one (1) uniform for one (1) heavy pile-lined winter jacket. Bus drivers will be supplied with one (1) heavy pile-lined and one (1) unlined jacket every three (3) years, plus three (3) pairs of slacks or three (3) skirts every year. Employees must wear the uniform while on the job. Failure to wear the uniform will subject the employee to disciplinary action.

- A. All newly hired custodial, maintenance, and cafeteria van driver employees have the option of selecting one (1) heavy pile-lined coat instead of one (1) uniform in their first year and then will revert to the normal three year cycle for coats per 17.2. above.
- B. During warm weather, when school is not in session, an appropriate tee shirt may be worn but, under no circumstances, will a cut-off or tank top be allowed. Custodial employees may alter the length of their uniform pants to the top of the knee and wear said uniform during warm weather. The duration of these privileges shall be determined by the administration in each building.

- 17.3. A. All ten (10) month employees who wish to be considered for summer work shall submit a request in writing to the Supervisor of Maintenance and Transportation. These employees will be given preference for all such summer work.
- B. Any employee working outside their classification pursuant to the 17.3.A. above will be paid at increment steps starting at \$9.00 per hour and increasing at a rate of \$0.25 per hour per year until reaching a maximum of \$11.00 per hour. Employees working within their classification shall be paid their normal hourly rate in existence prior to the vacation period.
- C. Employees who have worked previous summers will be paid at a rate of \$9.75 per hour for 1997-98 summer work.
- 17.4. Employees working pursuant to Section 3 of this Article shall be paid for their normal hours of summer work for the July 4 holiday and holiday-related day provided they are eligible by having worked the last scheduled day prior to and their next scheduled day following the holiday or holiday-related day.
- 17.5. The parties to this "Agreement" agree that should the State of Michigan impose additional new costs on the Board of Education, this contract shall be automatically reopened for the purpose of negotiating to resolve the district's additional new costs. Article 15 and 16 are two of the contract resources available for cost/salary reductions equal to the increased costs imposed by the State.

ARTICLE 18

RETIREMENT

For the life of this Agreement, the following will apply:

18.1. Terminal Leave Benefits

- A. Any regular employee who retires shall be eligible for terminal pay of one day's pay for each full year of active service or major portion thereof in the School District of the City of Ferndale. Time spent on leave shall not be counted as active service.
- B. Effective July 1, 1987, an employee who retires under this section shall, in addition to A. above, be paid for all sick days in the current allowance and/or accumulated sick bank to a maximum of fifty (50) paid days at the rate of \$45.00 for each of these days.
- C. A retiree, to be eligible for terminal pay, must qualify for regular or medical retirement under the Michigan School Employees Retirement System. An employee shall be considered employed for retirement pay purposes if he/she is on the payroll or on a leave when he/she retires.
- D. Should an employee die subsequent to retirement but prior to receipt of the check for this benefit, the Board agrees to pay the benefit to the eligible retiree's beneficiary as listed on the retiree's Board-paid life insurance policy.
- E. Payment shall be made no later than sixty (60) days of request for payment. Such request shall be made within ninety (90) days of termination.

ARTICLE 19

WAIVER CLAUSE

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 20

CONFORMITY TO LAW

This Agreement is subject in all respects to the Constitution and laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be in conflict with State and/or Federal administrative decrees and/or judgments or decrees of a court of competent jurisdiction, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. However, prior to the effective date of compliance to such decrees or judgments (as noted above) related to wages, hours and other conditions of employment, the Board shall give the Union reasonable notice in order to afford the Union the opportunity to consult with the Board as to the same before its effective date. The parties agree that emergency situations may arise where prior notification and consultation are not possible.

ARTICLE 21

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 22

DURATION OF AGREEMENT


This Agreement shall commence March 24, 1997, and shall continue in full force and effect until midnight, 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 60 or more than 90 days prior to June 30, 2000. In any event, this Agreement shall not be extended beyond June 30, 2000, except by written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of March, 1997.

For the Board of Education:



President

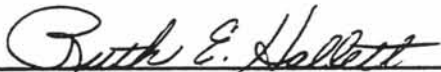


Secretary

For Local #160, Council #25,
American Federation of State,
County, and Municipal Employees, AFL-CIO:



President



Secretary



Staff Representative

VOLUNTARY AUTHORIZATION FOR DEDUCTION
OF UNION DUES

NAME _____ HOME ADDRESS _____
SOCIAL SECURITY NO. _____ CITY & ZIP _____
LOCATION _____ TELEPHONE _____

I request and authorize the Ferndale Board of Education to deduct from my earnings each month an amount sufficient to provide for the regular payment of the current rate of monthly union dues or assessments certified by AFSCME Local Union No. 160, Council 25. The amount deducted shall be paid to the Treasurer of Local Union No. 160 in such manner as may be set forth in the Collective Bargaining Agreement between the Union and the Board.

This authorization shall remain in effect unless terminated by me, in writing, during the last two weeks of June of any year.

(Signature of Employee)

(Date of Signing)

(Date of Delivery to Board)

SCHEDULE A

**VOLUNTARY AUTHORIZATION FOR DEDUCTION
OF SERVICE FEE**

NAME _____

HOME ADDRESS _____

SOCIAL SECURITY NO. _____

CITY & ZIP _____

LOCATION _____

TELEPHONE _____

I request and authorize the Ferndale Board of Education to deduct from my earnings each month a service fee in an amount equal to the current rate of monthly union dues certified by AFSCME Local Union No. 160, Council No. 25. The amount deducted shall be paid to the Treasurer of Local Union No. 160 in such manner as may be set forth in the Collective Bargaining Agreement between the Union and the Board.

This authorization shall remain in effect unless terminated by me, in writing, during the last two weeks of June of any year.

(Signature of Employee)

(Date of Signing)

(Date of Delivery to Board)

SCHEDULE B

APPENDIX A
Special Provisions
for
Bus Drivers and Relief Drivers

Bus drivers are entitled to all provisions of the Master Agreement which are appropriate and these special provisions:

A.1. Bus Drivers

- A. A regular route will consist of a minimum of four (4) hours per day. This route may be made up of a trip in the a.m., and a trip in the p.m. Drivers will be paid for normal, regular hours worked within their classification, for sick days, holidays and vacation times. Field trip drivers will be paid an average six (6) hours. If the Board eliminates field trips, those drivers affected will be paid their normal hours worked.
- B. A driver will normally work a minimum twenty (20) hours on full scheduled five (5) day weeks, except during emergency periods.
- C. Drivers will be allowed one (1) hours pay each week for the washing of their bus and will be reimbursed for any out-of-pocket cost incidental thereof.
- D. Field trips and extra runs will be rotated among properly qualified bus drivers. However, such trips/runs shall not be assigned to a driver if the assignment, in any manner, interferes with the driver's regularly scheduled route. Drivers refusing such assignments will be charged as though they had accepted the additional work.
- E. Drivers shall receive two (2) hours show-up time in the event they are not notified of cancellation.
- F. Drivers electing to accept assignments during any school recess period (i.e., summer and other break periods) must submit a written request for any driving assignments to the Director of Transportation. Such assignments shall be made on the basis of driver qualifications and seniority.
- G. Any driver involved in an extended school year program will keep their runs when the other schools are out and work around their bus runs to make up their four (4) hours. If they request and are granted additional work outside their classifications, they will be paid the appropriate summer wage.

A.2. Relief Drivers

- A. Subsections B, D, E, and F of section 1 above shall apply to Relief Run drivers.
- B. A regular route will consist of a minimum of four (4) hours per day. This route may be made up of a trip in the a.m., and a trip in the p.m. Relief drivers will be paid for four (4) hours per sick day used when sick, on a holiday or vacation, however if the relief driver normally works five (5) or more hours per day they shall receive five (5) hours pay.
- C. Sections 3, 4, 5, 6, and 8 pertain to relief drivers as well as bus drivers.

- A.3. Drivers scheduled to work eight (8) hours per day shall receive payment of one and one-half (1.5) time for work over eight (8) hours per day or over forty (40) hours per week. Time worked on Saturday shall be paid at one and one-half (1.5) time and time worked on Sunday shall be paid at double (2) time.

A.4. Holidays

Drivers will be paid straight time hourly rate for the number of hours they are normally scheduled per day for the following holidays:

Labor Day	Good Friday
Thanksgiving Day	Easter Monday
Day following Thanksgiving Day	Memorial Day
Christmas Day	July 4th (if working)
New Year's Day	July 4 Related Day (if working)
M. L. King, Jr.	

Employees shall be eligible for pay on holidays and holiday related days provided they shall have worked their last scheduled day prior to and their next scheduled work day following the holiday or holiday related day, unless they are on vacation, paid sick leave, authorized personal business day, and have pay due during the pay period in which the holiday or holiday related day falls.

A.5. Vacation Payment

Regular bus drivers shall receive pay for five (5) days, for hours normally worked, if employed for more than six (6) months as of July 1. All employees who have completed four (4) years of service as of July 1, shall be entitled to an additional five (5) days pay. Bus drivers may take vacation anytime provided they request it at least two (2) weeks ahead and it is approved by the Director of Transportation.

A.6. Sickness Days

A. All bus drivers who have completed one (1) year of service in the district shall be credited at the beginning of the school year with ten (10) sickness days. The number of days for that year plus all previously accrued days, not used, shall be known as current allowance. Paid absence will be allowed up to the number of days in the employee's current allowance. New employees shall earn sickness days at the rate of one (1) day for each full month worked. Drivers are also eligible for all appropriate provisions of Article XIII.

B. Effective July 1 of the 1989-90 school year, two (2) added non-accumulative personal days other than current allowance will be granted employees who were absent four (4) or fewer days during the school year. These added days will be defined as that which is regularly scheduled and will be granted as added pay by June 30 each year.

A.7. Insurance Protection for Bus Drivers

Pursuant to the conditions of Section 1 of Article 15, the Board shall provide insurance to bus driver employees as outlined below.

A. Health Insurance:

- 1) The Board will provide fully paid medical benefits, as detailed in Article 15, Section 3.A. or 3.B. for bus drivers and their immediate family members..
- 2) The Board will provide fully paid medical benefits, as detailed in Article 15, Section 3.B. for relief drivers and their immediate family members. Article 15.10 does not apply.
- 3) Bus drivers are also entitled to the provisions of Article 15, Sections 5 (dental) and 8 (optical).

B. Life Insurance:

Bus drivers shall be eligible for life insurance benefits as outlined in Section 1 of Article 15 and Section 4 of Article 15.

A.8. General Provisions

A. Driver Duties and Regulations

The Board will compile duties and regulations for the control of its buses and their proper use for the benefit of drivers, students, and the Board.

B. Health Examinations

1. For the protection of children, it shall be the policy of this Board of Education to require health examinations of new hires and employees as provided by law and Board of Education policy. All costs of examinations shall be paid by the Board.

2. All employees absent for two (2) weeks or more because of illness or injury shall supply a letter from their physician certifying their fitness to return to work. However, the Board may require these employees or employees showing definite signs of impaired physical or emotional health to undergo an additional examination at the Board's expense.

C. In addition to the above, school bus drivers are required by Act 117 of the P.A. of 1957, as amended, to take and pass a physical and mental health examination before driving a bus at the beginning of each school year. The Board shall pay the cost of such examination which shall be performed by a Board sanctioned or appointed physician. Any bus driver who reports for work upon employment or at the beginning of a school year without presenting school bus driver medical examination record shall be required to furnish such test reports before being allowed to drive.

D. All reports from the above shall be filed in the Board of Education Offices, on Board-approved forms, and shall become a part of the employee's confidential personnel records.

E. Bus drivers disqualified from driving because they failed the required State Department of Education Road and Skills test shall be reassigned by the Board for up to thirty (30) work days or until they re-qualify for driving, whichever comes first. The rate of pay for the reassignment shall be the contract rate associated with the new assignment.

Drivers disqualified for any other reason shall be handled by the Board on a case by case basis as required by the Board and/or State law.

ACCIDENT REPORTS

All accidents, however slight, caused by or occurring on or near a motor coach, including any unusual occurrences, such as disturbance by passengers, etc., and all accidents resulting in personal injury or property damage shall be fully, properly, and completely reported by the employee involved upon report blanks provided by the insurance company. Such reports shall be prepared in conformance with insurance company rules and shall be delivered to the Board during the day on which the accident or occurrence took place, if possible, but in no event later than twenty-four (24) hours after the accident or occurrence took place.

ACCIDENT PREVENTION

The Union recognizes that accident prevention work is necessarily incidental to the operation of the Board's transportation system and that safety programs, safety meetings, and general accident prevention work is mutually beneficial both to the Board and its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with the Board in such safety work.

APPENDIX B

SPECIAL PROVISIONS - CAFETERIA

Cafeteria employees are entitled to all provisions of the Master Agreement which are appropriate and these special provisions:

B.1. Working Hours and Conditions

- A. Cafeteria employees will be scheduled and assigned in accordance with the established current procedure.
- B. Overtime work for cafeteria employees shall be apportioned as equally as possible. However, overtime may be apportioned according to the talent and ability of the person to fulfill the assignment. Overtime requiring the service of a person in a specific classification of employees shall be offered to a person in that specific classification in that cafeteria. If the building personnel do not wish to work the required overtime, then employees of the needed classification from other cafeterias shall be offered the work. The overtime thus declined by an employee shall be, for the purpose of apportioning total overtime, charged as though worked, and the overtime account of the person accepting that work shall be so charged. Whenever kitchen facilities in the high school are used for outside group activities, at least two (2) bargaining unit cafeteria workers shall be required to be on duty during the course of the activity.
- C. Cafeteria workers shall be given their lunches. Unpaid lunch periods of thirty (30) minutes shall be allowed cafeteria workers, but such time shall not be included in the basic hours per day of that employee; e.g., a six hour worker shall work six (6) hours exclusive of the lunch period. The time of day of the lunch period will vary with the number of hours in the basic day, but no lunch period shall be taken while student lunches are being served. No employee shall be required to work longer than four (4) hours prior to the lunch period.
- D. Time spent in changing into or out of uniforms is not counted as time worked. Workers shall "sign in", in uniform, at the exact time they report for work. Cafeteria workers shall launder their own uniforms. They shall be supplied, annually, with three (3) aprons at the Board's expense, but laundering of aprons shall be the employee's responsibility. Cafeteria employees will be supplied, annually, with two (2) uniforms at the Board's expense. Cook Managers, Range Cooks and Bakers will be provided with a total of three (3) uniforms each year. Cafeteria employees shall be allowed to keep their uniforms and aprons at the end of the school year if they intend to return for the following year.
- E. Eight hour cafeteria employees shall be paid time and one-half for all work over eight (8) hours in any one day and over forty (40) hours in any one (1) week. The "week" starts always on Monday. All Saturday work shall be paid at time and one-half; all Sunday and holiday work shall be paid at double time.
- F. Cafeteria workers shall receive a fifteen (15) minute rest period each working day. Such rest periods shall be taken at times compatible with assigned duties and as approved by the supervisor.
- G. No permanent schedule changes shall be made in the cafeteria department without prior discussion with the Union. The parties agree that emergency situations may arise where prior discussion will not be possible.

B.2. Holidays

- A. Cafeteria workers shall be paid at their rate for the basic hours in their day for the following holidays and holiday-related time: Thanksgiving, the day following Thanksgiving, Christmas, New Year's, M. L. King, Jr., Good Friday, Memorial Day, Labor Day and the mid-semester Records Day.
- B. Employees shall be eligible for pay on holidays and holiday related days provided they shall have worked their last scheduled day prior to and their next scheduled work day following the holiday or holiday related day, unless they are on vacation, paid sick leave, authorized personal business day, and have pay due during the pay period in which the holiday or holiday related day falls.

B.3. Sickness Days

- A. Cafeteria employees shall, at the beginning of each school year, be credited with ten (10) sickness days but in no event shall they be credited with a greater number of days than the number of months employed. Those employees working thirty (30) or more hours per week will be eligible for the benefits of Article 16, Section 6, with sickness days as noted above. Employees working less than thirty (30) hours per week shall have unlimited accumulation for unused sickness days.
- B. Effective July 1 of the 1989-90 school year, two (2) added non-accumulative personal days other than current allowance will be granted employees who were absent four (4) or fewer days during the school year. These added days will be defined as that which is regularly scheduled and will be granted as added pay by June 30 each year.

B.4. Vacation Payment

- A. Cafeteria employees shall receive pay for five (5) days if employed more than six (6) months as of July 1. This five (5) days pay shall be included in the first payroll following New Year's Day. All employees who have completed four (4) years of service as of July 1, shall be entitled to an additional five days pay. This second five (5) days pay shall be included in the first payroll following the Easter recess.
- B.5. Pursuant to the conditions of Section 1, Article 15, and Article 15.4, the Board will provide life insurance coverage to cafeteria employees.
- B.6. Any newly eligible cafeteria employees will be entitled to Article 15.2. and 15.3.B.

APPENDIX C

Special Provisions for Adult and Community Education Custodians and Van Drivers

The specific provisions outlined below represent the agreement between the parties for the Adult Education employees with reference points back to the Master Agreement, as indicated below. The provisions outlined shall apply to Adult Education custodian, maintenance, and van driver employees as provided by MERC Case Number R96 B-26. Only listed items shall apply to this Appendix C.

Article 1: See 1.1.A. of the Master Agreement

Article 2: As written in the Master Agreement

Article 3: As written in the Master Agreement

Article 4: As written in the Master Agreement

Article 5: As written, with addition 5.2.A.:
5.2.A.: For the duration of this contract the union executive board will appoint a grievance committee member to represent the Adult and Continuing Education employees.

Article 6: As written in the Master Agreement

Article 7: As written in the Master Agreement

Article 8: See 1 and 1.B. All other subsections are eliminated, except 4, 5, 6, 7.

Article 9: Vacancies, Transfers, Reduction in Staff, Reclassification
9.1, 9.2, 9.3, and 9.4 will apply with these exceptions:

Adult Education employees will only have bump rights within their Adult Education classification. K-12 employees will have no bump rights within Adult Education.

9.5. As written, with additions:

- A. All Adult Education employees will be considered before outside hiring occurs.
- B. Bargaining unit seniority will be applied to all Adult Education employees bidding outside of the Adult Education department (See Article 11 of Appendix C)
- C. Seniority for bidding within the Adult Education department will be their original date of hire.
- D. K-12 employees bidding into Adult Education will compete with Adult Education employees on their original hire date.

9.6. As written in Master Agreement

9.7. As written with addition of 9.7.C.1.:

9.7. C.1. Eligibility for the Adult Education employees shall be their original date of hire with the District in their classifications.

9.8. As written in Master Agreement

Article 10: As written with these changes:

10.3. As written except the designation "Article 15" is changed to "Appendix C"

Add 10.6. Any Adult Education employee, hired prior to this agreement will use their original hire date for the purpose of this article.

Article 11: As written below:

11.1. A. Bargaining unit seniority within Adult Education shall be on a district-wide basis and shall begin on the ratification date of this contract with a reference point back to the original date of hire for all currently employed Adult and Continuing Education employees.

11.1. B. Seniority for new hires will be the date of hire

11.3. As written in Master Agreement

Article 12: As written in the Master Agreement

Article 13: As written below:

13.1. As written in Master Agreement

13.2. All employees who are going to be absent must call in their absence prior to 6:30 a.m. to the office to which they report. All second shift employees must report by 11:00 a.m. on the day of absence. Failure to notify shall result in the loss of pay for the day, except in the case of extenuating circumstances, subject to approval by the Board of Education or its designee.

Article 14: Does not apply, except as found in the "Adult Education Employees Benefits" Attachment to Appendix C.

Article 15:

15.1. A. As written in Master Agreement

Remainder of Article 15 does not apply, except as found in "Adult Education Employee Benefits" Attachment to Appendix C

Article 16: Compensation: For hours worked in the following bargaining unit classifications, the compensation shall be:

16.1. For the duration of the 1996/97 school year, wages shall remain the same.

16.2. For the 1997/98 school year, employees will be improved one step as of July 1, 1997.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Custodian	\$ 7.25	\$ 8.30	\$ 9.15	\$10.25	\$11.00
Van Driver	8.50	9.25	10.15	11.55	12.50

16.3. For the 1998/99 school year, the employee will increase one step on their anniversary date. If Step 5, they will stay where they are.

16.4. For the 1999/2000 school year, the employees will increase 1 step on their anniversary date.

16.5. The compensation for eligible employees shall be paid bi-weekly while they remain in the employ of the District.

16.6. When a bargaining unit member works in a classification outside those listed in 16.2. above, the minimum rate shall be \$8.00 per hour.

Article 17:

17.1. The Board will, by September 30 of each year, provide employees with two (2) perma-press uniforms of the Board choosing from a Board-selected vendor.

17.2. Every third year, these employees will have the option of giving up one uniform for one heavy pile lined coat from a Board-selected vendor.

17.3. Employees must wear the uniform while on the job. Failure to wear the uniform will subject the employee to disciplinary action.

17.4. All Adult and Community Education (A.C.E.) employees will be, for the duration of this Agreement, considered 10-month employees and subject to the A.C.E. calendar year.

17.5. Any employee wishing to work during breaks when their buildings are not in session must submit a request, in writing, in advance, to their building supervisors to be considered for available work.

17.6. Building supervisors will determine the work to be done and select qualified employees to work during break times. If there is not enough work for all employees, the supervisor will rotate the work between the qualified employees.

Article 18: Does not apply.

Article 19: As written in the Master Agreement

Article 20: As written in the Master Agreement

Article 21: As written in the Master Agreement

Article 22: As written in the Master Agreement

Schedule A: As written in the Master Agreement

Schedule B: As written in the Master Agreement

ATTACHMENT TO APPENDIX "C"

ADULT EDUCATION EMPLOYEE BENEFITS

Only the benefits outlined below are applicable to Adult Education bargaining unit members:

1. Health Insurance:

- A. During the 1996/97 and 1997/98 school year, the benefit outlined below may be selected by eligible Adult Education employees to the extent allowed by the carrier, if any. Eligibility for benefits in this Appendix C shall be as defined for employees in Articles 15.2.A.

Enrollment shall commence on the first date following the ratification of the Agreement. Coverage shall commence as soon as Blue Cross completes the enrollment process.

The Board will provide to eligible employees fully paid single subscriber HMO health insurance coverage as outlined in Article 15.3.B. The employee may elect to purchase two person coverage or full family coverage and, if purchased, will be responsible for the cost difference between the single subscriber coverage and the cost of coverage selected.

The election of additional coverage is only available to those employees completing payroll deduction authorization cards provided by the Board allowing payroll deduction to occur. The cost of coverage will be prorated to ensure summer payments when the employee elects additional coverage beyond Board provided coverage.

- B. During the 1998/99 and 1999/2000 school years, the benefits outlined below shall be provided to eligible Adult Education employees to the extent allowed by the carrier, if any:

The Board will provide to eligible employees fully paid two person HMO health insurance coverage as outlined in Article 15.3.B. The employee may elect to purchase full family coverage and, if purchased, will be responsible for the cost difference between the two person coverage and the cost of the coverage selected.

The election of additional coverage is only available to those employees completing payroll deduction authorization cards provided by the Board allowing payroll deduction to occur. The cost of coverage will be prorated to ensure summer payments when the employee elects additional coverage beyond Board provided coverage.

- C. Upon the completion of necessary paper work, in order to drop health insurance or not elect to be covered and to provide for Tax Sheltered Annuity (403B) deductions (if elected), the Board will provide a payment of up to \$1200.00 payable in up to ten (10) monthly installments of \$120.00 per month.

2. Vacation Days, Sick Days, Holidays:

Vacation Days: The Board will provide employees, starting in the 1997/98 school year, who have worked the full prior school year, five (5) days of vacation to be used during the Mid-Winter or Easter Break of the School District.

Sick Days: The Board will provide employees, starting in the 1997/98 school year, who have worked the full prior school year, five (5) sick days which, if not used, can be carried over and banked in the following year. The Board may require the employee to provide medical verification pursuant to Article 13.4.

Holidays: The Board will provide holiday pay to employees who work the day before and the day after the following holidays: Labor Day; Thanksgiving Day, Christmas Day, New Years Day, M. L. King Day; Good Friday.

The language of this Attachment to Appendix "C" shall remain operational for the duration of the 1996-2000 "Agreement." The benefits in number 2. above shall continue from year to year until altered or deleted by the parties in the next round of bargaining.