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6/30/99

**Agreement between the  
BOARD OF EDUCATION OF THE  
LIVONIA PUBLIC SCHOOLS  
SCHOOL DISTRICT**

**and**

**AMERICAN FEDERATION OF  
STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**LIVONIA COMMUNITY  
EDUCATION ASSOCIATION**

**July 1, 1996 through June 30, 1999**

*Livonia Public Schools*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY



**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF**

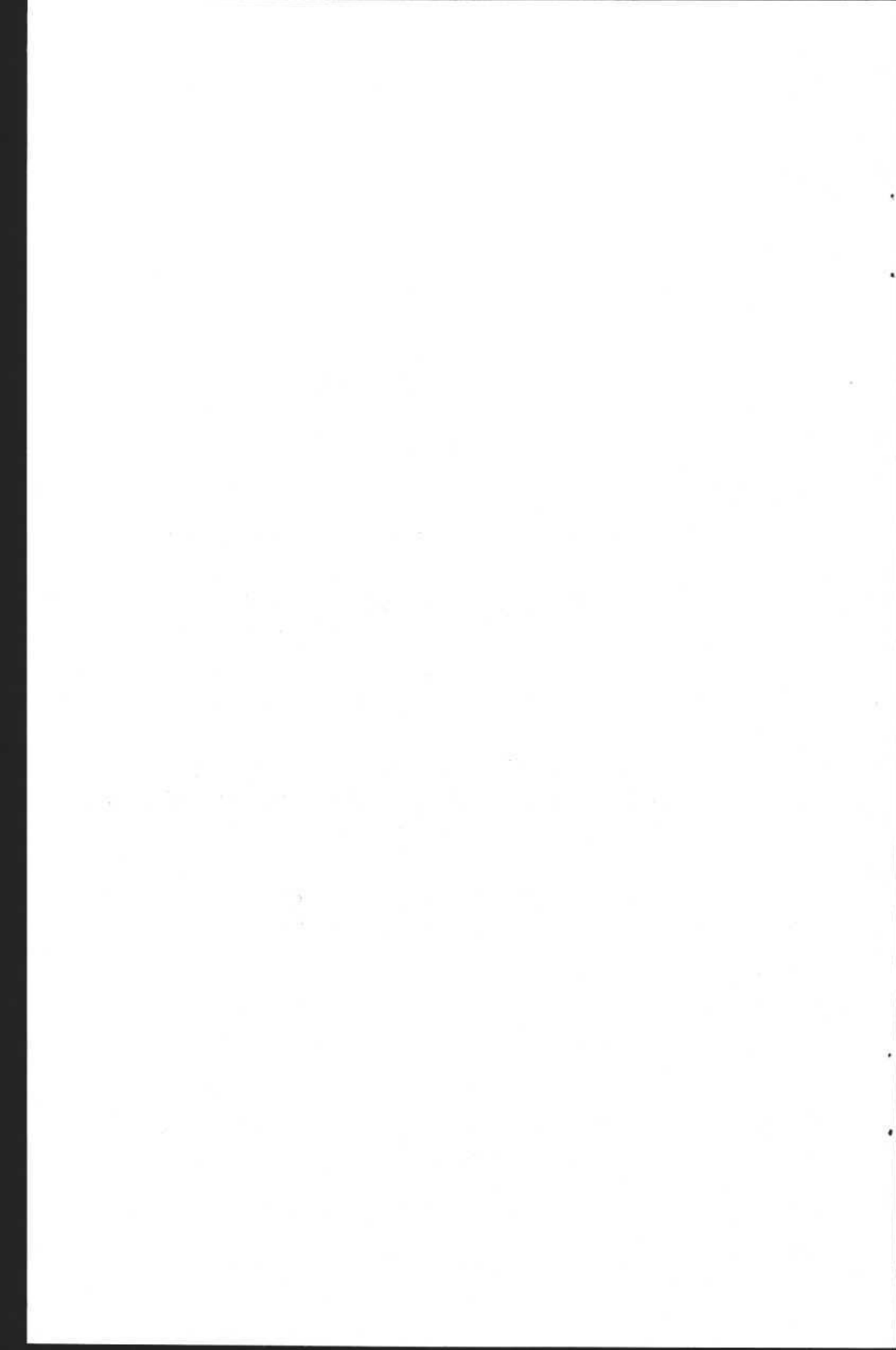
**LIVONIA PUBLIC SCHOOLS  
SCHOOL DISTRICT**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

**LIVONIA COMMUNITY EDUCATION  
ASSOCIATION**

**July 1, 1996 through June 30, 1999**



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**AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION OF  
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO  
LIVONIA COMMUNITY EDUCATION ASSOCIATION  
July 1, 1996 through June 30, 1999**

**AGREEMENT**

This Agreement, entered into this 19th day of May 1997, between the Livonia Public Schools School District, hereinafter referred to as the "DISTRICT," and Local 118 affiliated with Council 25, American Federation of State, County and Municipal Employees, AFL-CIO, Michigan AFSCME Council 25, AFL-CIO, hereinafter referred to as the "UNION."

**PREAMBLE**

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote the orderly and peaceful labor relations for the mutual interests of the DISTRICT, the employees, and the UNION.

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

To these ends, the DISTRICT and the UNION encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

NOTE: The heading in this Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.

## ARTICLE I - RECOGNITION

**Section 1.** The DISTRICT recognizes the UNION as the sole and exclusive bargaining representative for employees regularly scheduled to work more than one (1) hour per day and/or more than five (5) hours per week employed in the Community Education Department as child development assistants in SACC, Head Start, Pre-School Enrichment, Jackson - Child Care, 5+, Child Care Wrap-Around. Excluding: instructional employees, supervisors, managerial employees, clerical employees, substitutes, and other employees not currently covered by this Agreement.

**Section 2.** A change in job title and/or classification will not in itself exclude individuals who perform this work (the non-instructional support services for Community Education Services) from the provisions of this Agreement.

## ARTICLE II - UNION SECURITY

### Section 1. Agency Shop

- A. All employees who are members of the UNION on the effective date of this Agreement shall remain members for the duration of this Agreement.
- B. Employees who are not members of the UNION on the effective date of this Agreement shall, as a condition of employment, either join the UNION or pay to the UNION a monthly service fee established by the UNION and shall do so within thirty (30) days of the signing of this Agreement. Employees who fail to comply with these requirements shall be discharged by the DISTRICT within thirty (30) days after receipt of written notice from the UNION of non-compliance.
- C. Employees hired, rehired, reinstated, or transferred into the bargaining unit shall, as a condition of employment, become members of the UNION or pay a monthly service fee established by the UNION within thirty (30) days of their hiring, rehiring, reinstatement, or transfer into the unit. Employees

## ARTICLE II (Cont'd)

who fail to comply with these requirements shall be discharged by the DISTRICT within thirty (30) days after receipt of written notice from the UNION of non-compliance.

### Section 2. Union Dues Checkoff

- A. The DISTRICT agrees to deduct UNION membership dues and initiation fees or service fees (established by the UNION) from non-members once each month. Deductions shall be made from the pay of those having signed, or those who may sign, authorization cards or forms. Individual authorization forms shall be furnished by the UNION and, when executed, filed by the UNION with the appropriate DISTRICT office. The amount to be deducted shall be certified to the DISTRICT by the Treasurer of the UNION, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the tenth (10th) of the succeeding month after deductions are made.
- B. All payroll deductions or changes in deductions shall be supported by signed employee authorization slips.
- C. UNION dues deduction changes and special assessments authorized by a vote of the UNION membership shall be made upon written request of the UNION President.
- D. No deductions from an employee's pay shall be made without his/her advance notice.
- E. Termination notices of employee authorized deductions shall be submitted in writing at least fifteen (15) days in advance of the effective date for which deductions are to be discontinued. A copy of an authorization to stop UNION dues deductions shall be forwarded to the UNION Treasurer within ten (10) days of its receipt by the Accounting Department.



**ARTICLE II (Cont'd)**

F. The DISTRICT shall notify the UNION Treasurer of the names and departments of all new hires, rehires, transfers, or terminations of bargaining unit employees. The Personnel Office shall present to each new hire, rehire, or transfer employee, UNION dues authorization forms at the time of hiring and the Payroll Department shall commence deductions of all authorized dues or service fees thirty (30) days after signing of the forms.

**Section 3. Save Harmless Clause**

The UNION shall indemnify and save the DISTRICT harmless against any claims, demands, suits, and other forms of liability that may arise by reason of the DISTRICT complying with the provision of this Article.

**ARTICLE III - MANAGEMENT RIGHTS CLAUSE**

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the DISTRICT, except those which are clearly and expressly relinquished herein by the DISTRICT, shall continue to vest exclusively in and be exercised exclusively by the DISTRICT. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment, and its operation and to direct the working forces and affairs of the Livonia Public Schools School District.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel; determine the number of personnel and scheduling of all the foregoing; and the right to establish, modify, or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge

**ARTICLE III (Cont'd)**

employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees, but not conflict with the provisions of this Agreement.

- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distribution, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods, and processes of carrying on the work; and the institution of new and/or improved methods of changes therein.
- E. When possible, the DISTRICT will seek input from the UNION leadership in the formulation of work rules and/or regulations and distribute and/or notify employees of said rules prior to enforcing the same.
- F. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof; and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
- G. Determine the place of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- H. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- I. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the DISTRICT shall not abridge any rights from employees as specifically provided for in this Agreement.

### **ARTICLE III (Cont'd)**

- J. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria and not in conflict with this Agreement.
- K. Nothing in this Agreement shall limit in any way the right of supervisors to perform production and maintenance work in a training, supervisory, instructional, or emergency capacity as they have in the past.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the DISTRICT; the adoption of policies, rules and regulations, and practices in furtherance thereof; and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

### **ARTICLE IV - UNION REPRESENTATION**

**Section 1.** Employees covered by this Agreement shall be represented by a UNION Bargaining/Grievance Committee. This committee shall consist of the President and two (2) stewards. Such persons must be seniority employee members of the bargaining unit. A council or international representative may also attend any meeting between the DISTRICT and the UNION.

**Section 2.** The stewards shall represent members of the bargaining unit at the initial steps of the grievance procedure. The President and one steward shall represent the employees when the grievance reaches the DISTRICT level.

**Section 3.** It is expressly understood and agreed to by the UNION that the members of the grievance committee are required and expected to fulfill their work duties as employees of the DISTRICT. Upon receiving permission from their immediate supervisor or the Labor Relations Director, a steward or the local UNION president may leave his/her job to investigate reported grievances and

#### **ARTICLE IV (Cont'd)**

present grievances to the DISTRICT as provided for in this Agreement. If permission is granted and a steward leaves his/her job, then they are excused from that portion of caring for children and will not be expected to make up this work. If permission is granted, there shall be no disruption or interference with the orderly operation of the DISTRICT.

**Section 4.** Members of the Bargaining/Grievance Committee shall not lose time or pay when it is necessary to process a grievance under this Agreement. The time for such hearings will be mutually agreed to by the DISTRICT and the UNION.

Any bargaining unit employee who is required to attend a meeting which is a potentially adversarial situation and in which parents or non-school district people are involved shall be accompanied by the immediate supervisor and/or an administrator.

**Section 5.** Upon mutual written agreement, the DISTRICT agrees to meet in special meetings through its representatives with the UNION bargaining committee, which may, at the UNION's option, include council and/or international representatives of the UNION to consider important matters covered by this Agreement. Such special meetings will be arranged at the mutual convenience of the parties, provided that the party requesting the meeting submits an agenda with the request setting forth the matters of importance to be taken up. The party to whom the request is made may add to the agenda. The meeting shall be confined to consideration of items on the agenda. Members of the bargaining/grievance committee shall not lose time or pay for attending these meetings.

**Section 6.** The UNION, upon the effective date of this Agreement, shall furnish the DISTRICT, in writing, with the names of the two stewards and the local UNION president and shall immediately inform the DISTRICT, in writing, of any changes therein.

## ARTICLE V - SENIORITY/PROBATIONARY EMPLOYEES

**Section 1.** New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment, sixty (60) days of which must be served during the school year. Probationary employees shall not receive or accrue benefits for the first sixty (60) days of their employment. If questions arise during the probationary period as to the suitability of an employee, the DISTRICT may, with the UNION's consent, extend the probationary period up to three (3) additional months. Employees successfully completing the probationary period shall be entered on the seniority list of the unit and shall rank for seniority from the first day of employment in the bargaining unit. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by random drawing.

While the UNION shall represent probationary employees for the purpose of collective bargaining in respect to rate of pay, wages, and hours of employment, it is agreed that the DISTRICT shall have the right to discipline, discharge, or lay off probationary employees and no grievance shall arise therefrom.

**Section 2.** Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service in the bargaining unit.

However, an employee's total length of service with the DISTRICT will be used in the computation of fringe benefits (vacation, longevity, etc.).

### **Section 3. Loss of Seniority**

An employee's seniority shall cease upon the following conditions:

- A. Voluntary quit.
- B. Discharge; unless reversed through the grievance procedure of this Agreement.

## **ARTICLE V (Cont'd)**

- C. Unexcused absence from work for three (3) consecutive working days without notifying the DISTRICT and without having a reasonable and valid cause for such absence.
- D. Failure to return to work upon recall within three (3) working days after having been notified to report for work unless the employee gives a reason satisfactory to the DISTRICT. Such notification shall be by telegram or certified mail, addressed to such employee at his/her last address as filed with the DISTRICT. It shall be the responsibility of each employee to have his/her correct address on file with the DISTRICT.
- E. Involuntary layoff of more than the length of the employee's total seniority at the time of layoff or two (2) years, whichever is less.
- F. Failure to return to work at the end of the authorized period of a leave of absence.
- G. Being gainfully employed while on leave of absence.

### **Section 4. Protected Seniority**

Preferential seniority against layoffs only, shall be granted to all members of the recognized grievance committees, stewards, and to the Local UNION Officers, provided that any employee so retained is qualified to perform the work of the job which is available.

### **Section 5. Transfers or Promotions Out of the Bargaining Unit**

- A. If an employee is permanently transferred or promoted to a position in the DISTRICT not included in the bargaining unit, he/she shall be given a trial period of up to thirty (30) calendar days during which time he/she shall be entitled to transfer back to his/her former job and location, if possible.

## **ARTICLE V (Cont'd)**

His or her seniority will continue to accumulate during this time.

- B. In the event the employee remains on the job beyond the trial period, his/her accumulated seniority on his/her former job will be frozen as of the date of transfer.
- C. In the event he/she returns to the bargaining unit after the thirty (30) day trial period, he/she shall be reinstated in the same group classification, if possible, when an opening occurs. If no opening occurs prior to the annual bidding process, the returning employee may bump the least senior employee within the bargaining unit to which his/her accumulated frozen seniority entitles him/her. However, no former frozen seniority shall be used for promotional or transfer purposes for a one (1) year period. Following this period, the employee shall have the use of his/her full bargaining unit seniority.

## **ARTICLE VI - NEW POSITIONS AND VACANCIES**

### **Section 1. Filling New Positions and Vacancies**

- A. A vacancy is a position in the unit that the DISTRICT desires to fill. If the DISTRICT decides not to fill a position the DISTRICT will notify the UNION of its decision within fifteen (15) working days of the date the position became vacant. When a vacancy or new position occurs, that position will be posted.
- B. When a new job is to be placed in existence which cannot be properly placed in the existing classification and rate structure, the DISTRICT shall schedule a meeting with the UNION. The parties shall attempt to establish the classification and pay rate for the proposed job.

If the parties are unable to resolve the pay rate then the DISTRICT shall establish a rate and fill

## ARTICLE VI (Cont'd)

the position. The UNION may within ten (10) working days following the meeting file a grievance at Step Three of the grievance procedure.

- C. Postings shall be for at least five (5) WORKING DAYS. Each posting shall contain information about the vacancy including, but not limited to, hours per day, weeks per year, and salary classification. Any employee interested in the vacancy needs to apply in writing to the Personnel Office. All applications must be in the Personnel Office by the end of the working day on the closing date specified on the posting.
- D. Final selection for vacancies, except for those within a program, shall be made by the Departmental Director from among the top five (5) seniority applicants.
- E. The person awarded the position shall fill the job within ten (10) working days after the closing of the posting.
- F. The employee selected for the position shall be subject to a trial period of thirty (30) working days during the school year to demonstrate his/her ability to satisfactorily perform the duties of the job. Should the applicant be deemed unsatisfactory during the trial period he/she shall be returned to his/her former job classification and the job shall be re-posted.
- G. Vacancies within a program during the school year will be filled on seniority basis from interested employees in that program. Resulting vacancies will be posted districtwide.

### Section 2. Annual Bidding

- A. On a designated day prior to the fall opening of each year, members of the Unit shall convene for the purpose of selecting available positions within each program. The bid sheets shall set forth the location, the nature of the program, and the days,



**ARTICLE VI (Cont'd)**

as well as hours, of work. Selection within each program shall be based on the total years of continuous service within the bargaining unit within each program. Employees not available for the bid meeting must submit their preference in writing to their supervisor prior to the individual's bid time.

- B. Each program is a separate and distinct entity. Bargaining unit employees wishing to bid for vacancies in another program will do so after all program personnel have made their choices.

The separate programs subject to annual bidding will be those identified in the Recognition Clause plus any new programs created during the life of this Agreement that are represented by the UNION.

- C. Summer Work

All known summer position work will be posted in June 1st. Summer positions will be filled by employees currently in those programs, by seniority. Any vacancies will be open to employees outside those programs. The department director has final say in the selection of employees outside the program for summer employment.

**Section 3. Substitutes**

It is the intent of the DISTRICT to use bargaining unit employees as substitutes for other bargaining unit employees providing that:

- A. The employee has signed a list indicating they want to be put on the substitute list.
- B. The DISTRICT determines there is a need to substitute the position.
- C. The person is available to substitute when needed and has notified the building administrator, or designee, of Jackson Center when they are available.

## **ARTICLE VI (Cont'd)**

- D. Substituting will not push the employee over 40 hours per week.
- E. Employees are required to notify their supervisor in case of an absence due to illness. Employees, however will not be responsible for obtaining substitutes.
- F. A substitute cannot be used to fill a position on a permanent basis in lieu of posting the position. Substitutes can be used until the posting and filing procedures are complete.
- G. If an instructor is absent (out of the building and unavailable for the day) a qualified child care assistant may assume the duties of the instructor as a substitute instructor and receive the substitute instructor's rate per hour.

To qualify as a substitute instructor, the employee must have twelve (12) hours in related instruction or one (1) semester of experience in the program.

### **Section 4. Hours Adjustment**

- A. A higher senior employee who permanently loses one hour per day or more during the year will be able to bump the least senior employee in that specific program which provides them with the most number of hours available but not more than they previously had at the start of each school year.
- B. If on a given day, the enrollment in a room drops due to student absences, a CDA will, under the direction of the program supervisor:
  - 1. Be given the opportunity to voluntarily leave early, with a reduction in pay, or
  - 2. Be reassigned to other tasks within the room or the program, or
  - 3. Be required to leave early with a reduction in pay if the program supervisor determines there

## **ARTICLE VI (Cont'd)**

are no suitable tasks to be performed within the program.

- C. At the beginning of the next school year, staffing will be determined by the administration. No volunteer or co-op positions will be assigned to the room (program) until the bidding process has been completed.

## **ARTICLE VII - DISCIPLINE AND DISCHARGE**

**Section 1.** The DISTRICT shall, within one (1) working day or twenty-four (24) hours, notify the UNION in writing that an employee has been discharged or suspended. Upon receipt of the letter by the UNION, the following procedure shall apply if the UNION chooses to file a grievance:

The first step of the grievance procedure shall be bypassed and the UNION shall, within ten (10) days after receipt of the letter, file a written grievance at Step Three of the grievance procedure.

**Section 2.** The DISTRICT will not discharge or suspend any seniority employee without just cause. Progressive discipline procedures, which includes verbal warning(s), written warnings, and suspensions, will be used if appropriate. This will not prevent the DISTRICT from immediately suspending or discharging an employee where circumstances so warrant.

Discipline conferences and reprimands between the affected employee, UNION representative, and appropriate administrative personnel will be conducted in private.

Any written report of such a conference prepared by the employer shall be signed by all parties indicating only that such a report has been read by the employee. The employee may affix his/her response, reactions, within three (3) working days.

## **ARTICLE VII (Cont'd)**

**Section 3.** Any employee not notified of suspension or discharge personally shall be notified otherwise by certified mail.

## **ARTICLE VIII- GRIEVANCE PROCEDURE**

### **Section 1. Definition**

A grievance is defined as an alleged violation of a specific Article and Section of this Agreement.

### **Section 2. Time Limits**

All specified time limits herein shall consist only of work days within that group classification, unless otherwise indicated. The time limits specified in this Article shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event the UNION fails to properly process a grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the DISTRICT's last answer. In the event the DISTRICT shall fail to supply the UNION with its answer to the particular step within the specified time limits, the grievance shall be automatically appealed to the next step.

### **Section 3. Written Grievance**

The written grievance shall be on a form provided by the DISTRICT and shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all of the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved. When a grievance involves more than one (1) employee or a group of employees, the grievance may be signed by only one (1) of the aggrieved employees, as long as a list of the other involved employees is attached. This list is to inform the DISTRICT of the extent or liability involved in this grievance.

## **ARTICLE VIII (Cont'd)**

### **Section 4. Discussion with Immediate Supervisor**

#### **STEP ONE**

Within five (5) days after the employee knows of the occurrence of the alleged violation, (or if the alleged violation was not known by the employee, then in no event later than thirty (30) days after the occurrence) the employee who may have a grievance shall first contact his/her immediate supervisor and discuss the grievance. The answer to the discussion shall be given to the employee in writing by the immediate supervisor on a form supplied by the DISTRICT.

### **Written Grievance to Line Supervisor or His/Her Designee**

If the employee is not satisfied after the discussion with his/her immediate supervisor, then within ten (10) days after this discussion, he/she shall, in the company of his/her steward, go to his/her line supervisor and present his/her grievance in writing. A UNION steward and/or member of the grievance committee shall be present at this meeting with the line supervisor concerning the complaint. The line supervisor shall give his/her written answer to the employee within five (5) days of the meeting.

### **Section 5. Administrator in Charge of Community Education**

#### **STEP TWO**

If the answer to the grievance from the first step is not satisfactory to the UNION, or if no answer was given within the time limit, the UNION shall present the grievance to the Administrator in charge of Community Education. The written grievance must be received by the Administrator within five (5) days after the answer is given or is due by the line supervisor.

The Administrator in charge of Community Education, or other representative of the DISTRICT, shall meet with the grievance committee on the grievance within seven

## **ARTICLE VIII (Cont'd)**

(7) days after receiving the written grievance. The Administrator in charge of Community Education, or other representative of the DISTRICT, shall submit his/her written answer to the local UNION president and committee person within ten (10) days of the grievance meeting.

### **Section 6. Superintendent for the Board**

#### **STEP THREE**

If the employee and the UNION are not satisfied with the Step Two answer, or if no answer was given within the time limit, they shall present the grievance to the Superintendent or his designee. The grievance must be received by the Superintendent's office within five (5) days after receipt by the local UNION president, or committee person, of the Step Two answer, and must be on a form provided by the DISTRICT, and may state the UNION's position on why it disagrees with the Step Two answer. Grievances presented to the Superintendent or his designee must be signed by both the employee involved and the local UNION president, or Vice-President, or committee person.

The Superintendent, or his designee, shall meet with the aggrieved and/or representative of the UNION within seven (7) days of the receipt of the grievance and shall give a written answer to the local UNION president, or committee person, and the employee within seven (7) days of this meeting. The response of the Superintendent or his designee shall be considered as the response of the Board of Education.

### **Section 7. Arbitration**

#### **STEP FOUR**

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted to arbitration provided written notice for submission to arbitration is received by the Superintendent's office within ten (10) days

## **ARTICLE VIII (Cont'd)**

after the receipt by the UNION of the decision under Step Three. The submission shall contain a statement of the issues to be arbitrated and references to the specific Article or Section allegedly violated, and shall be signed by the local UNION president and the employee involved. Following the written notice of submission to arbitration, the UNION and a representative of the DISTRICT shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached, the UNION shall, within thirty (30) days after receipt by the Superintendent's office of the request to arbitrate, 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.

### **Section 8. Arbitration Rules**

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited by this Agreement, after due investigation, to make a decision in cases of alleged violation of the specific Article and Section of his Agreement.

- A. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. He 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 DISTRICT disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable before rendering a decision on the merits of the grievance. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the

## **ARTICLE VIII (Cont'd)**

parties without decision or recommendation on its merits.

- E. There shall be no appeal from an arbitrator's decision within the scope of his authority as set forth above. It shall be final and binding on the UNION, its members, the employee or employees involved, and the DISTRICT. 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.
- F. The fees and expenses of the arbitrator shall be shared equally by the DISTRICT 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. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have earned from other sources during the back pay period. No decision in any case shall require a retroactive wage adjustment in any other case, unless, by mutual agreement, the other was held pending the outcome of the representative case.

## **ARTICLE IX - PHYSICAL AND X-RAY EXAMINATIONS**

### **Section 1.**

- A. The DISTRICT will pay the cost of the physical examination required for initial employment. Chest x-rays and/or tuberculin tests shall be required tri-annually and the DISTRICT shall endeavor to provide such chest x-ray and/or tuberculin test at a free clinic, or assume the cost.
- B. The DISTRICT will pay the total cost of any physical examinations specifically requested by management for the continued employment of the employee.



## **ARTICLE VIII (Cont'd)**

- C. The DISTRICT will provide for first aid training and/or CPR classes if this training is required for continued employment.
- F. The DISTRICT will reimburse employee fingerprinting fee after one year of employment.

### **Section 2. Challenge of Examination Report**

In the event the report of the employee's attending or examining physician is challenged by the school administration, or if the UNION challenges the report of a DISTRICT doctor's examination, then the following procedure shall be followed:

- A. The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice, at the protesting party's expense.
- B. If the reports of the two examining physicians are in disagreement or conflict, the respective grievance committee shall meet and endeavor to reconcile the difference.
- C. In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and, instead, the affected employee shall be examined at the equally shared cost of the DISTRICT and the UNION by an appropriate specialist in the area of controversy for final determination in the matter, which shall be binding on the parties.

## **ARTICLE X - INSURANCE**

### **Section 1. Tax Annuities**

All tax annuity plans approved by the DISTRICT shall be made available to employees within the limits as set by DISTRICT policy.

## **ARTICLE X (Cont'd)**

### **Section 2. Workers' Compensation**

Each employee covered by this Agreement shall be covered by workers' compensation insurance.

### **Section 3. Injury on the Job**

When an employee is injured on the job, he/she will use regular sick time for the first seven (7) days, if he/she has them in his/her bank.

### **Section 4. Purchase of Health Insurance Package**

Employees who work more than 20 hours per week may purchase the DISTRICT health package at the current group rates.

## **ARTICLE XI - LAYOFF AND RECALL**

### **Section 1. Layoff**

If the DISTRICT determines it is necessary to eliminate bargaining unit positions, the following provisions shall apply.

- A. Each program, as identified in Recognition Clause, shall be separate entities.
- B. The number of positions to be eliminated in the program shall be identified and the least seniority employees, including probationary employees, occupying those positions shall be declared surplus.
- C. The surplus employees will be placed on a list by seniority ranking from high seniority to low seniority.
- D. The seniority dates of employees on the surplus list shall be compared to the seniority dates of those employees still in program positions.

**ARTICLE XI (Cont'd)**

If there are employees on the seniority surplus list with a higher seniority date than other employees in program positions, it is possible that the higher seniority employees could replace employees in other programs.

All of the following conditions must be met:

1. The DISTRICT will make all placements. The DISTRICT will place "surplus employees" in positions which will give the surplus person not less than the hours they had, if possible.

The possibility of an employee improving their status by way of a layoff is afforded only because of the uniqueness of the programs in this bargaining unit and does not abdicate the DISTRICT's position that no employee can profit from a layoff.

2. In each program, the top twenty-five percent (25%) senior employees, or a major fraction thereof, of the employees in that program are protected from being replaced.
3. Laid off employees shall be placed on a recall list and may bump lower in other programs with least senior employees.
  - a. Laid off employees shall be placed on a recall list.
  - b. Employees who remain on layoff because of the protected twenty-five percent (25%) in a program will be given an opportunity to displace employees with lesser seniority in programs provided:
    - (1) they remained on the layoff for twelve (12) months or more, and
    - (2) it is the beginning of a new school year.

## **ARTICLE XI (Cont'd)**

### **Section 2. Recall**

- A. Employees on layoff shall retain recall rights for eighteen (18) months.
- B. Any and all obligations of the DISTRICT to recall a laid off employee ends once the person has been on layoff status for eighteen (18) months.
- C. Once an employee is placed in a program other than their original program, they become members of that program.

## **ARTICLE XII - SELECTIVE NEGOTIATIONS**

### **Section 1. New Positions**

When a new job is placed in a department in the bargaining unit, the DISTRICT will notify the UNION. Once the UNION has been notified it shall have 15 days to request, in writing, that the DISTRICT meet with the UNION to negotiate a pay rate if other than that rate established by the DISTRICT.

## **ARTICLE XIII - LEAVES OF ABSENCE**

### **Section 1. Leave for UNION Office**

The DISTRICT shall grant a leave of absence without pay and fringe benefits and without loss of seniority for a period not to exceed two (2) years, or the term of office, whichever may be less, to any member of the UNION who is elected or appointed to a full-time UNION office. Such leave may be extended for an additional period of one (1) year.

### **Section 2. Extended Leave for Ill Health and/or Personal Reasons**

For non-probationary employees not covered under FMLA (Appendix B), a leave of absence may be granted for up

## **ARTICLE XIII (Cont'd)**

to one year for health and/or personal reasons. This leave shall be without pay and benefits.

### **Section 3. Request in Writing**

All leave requests must be in writing, stating a date the leave is to begin and the date the leave is requested to end. These written requests must be submitted prior to consideration for granting the leave.

### **Section 4. Return From Leave**

Employees on leave status wishing to return the beginning of a new school year must notify the director of community Services thirty (30) days prior to the beginning of the school year. Employment is subject to the bidding provisions of this Agreement. If additional leave is needed it may be granted by the administrator or designee in charge. A person wishing to return after the start of the new year must notify the director thirty (30) days prior to their return and will become eligible for the next natural opening.

### **Section 5. Bereavement**

Effective the date of ratification, each full time and part time regular employee shall be entitled to leave with pay in the following cases:

Death in the immediate family of the employee and/or spouse for a period up to two (2) days. Immediate family shall mean mother, father, brother, sister, child, wife or husband, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchild, grandparents, or any person in loco parentis.

## **ARTICLE XIV - SICK DAYS**

### **Section 1. Sick Leave Days**

Sick days shall be allowed at the following rate:

## **ARTICLE XIV (Cont'd)**

Employees working:

Less than 20 hours per week	0 days
20-29 hours per week	3 days
30-34 hours per week	4 days
35-40 hours per week	5 days

### **Section 2. Accumulation**

Employees may accumulate sick leave days from year to year. The accumulation is unlimited.

## **ARTICLE XV - HOLIDAY PAY**

### **Section 1. Holidays for Employees**

Regular full-time and part-time employees are entitled to the following recognized paid holidays providing that the employee must have worked the last scheduled working day prior to, and the next scheduled working day after, such holiday.

New Year's Day  
Good Friday  
Thanksgiving Day  
Christmas Eve  
Christmas Day

## **ARTICLE XVI - OVERTIME**

**Section 1.** Wage rates are shown in Appendix A attached to this Agreement.

**Section 2.** All employees shall be paid time and one-half their regular straight time rate for all approved overtime actually worked in excess of forty (40) hours in any one work week.

**Section 3.** Employees shall be paid time and one-half of their regular straight time rate for all hours actually worked on Saturday and double-time for hours actually worked on Sunday.

## **ARTICLE XVI (Cont'd)**

**Section 4.** There shall be no pyramiding of overtime hours.

An employee scheduled to work more than eight (8) hours in any day, but less than 40 hours in a week, will not be eligible for overtime pay for time worked over eight (8) hours in a given day. If an employee is asked to work more than eight (8) hours on a given day on an emergency basis, that person will be eligible for overtime pay for time spent over eight (8) hours regardless of whether the member works forty (40) hours in the given week.

## **ARTICLE XVII- MISCELLANEOUS**

### **Section 1. Access to Bulletin Board**

The DISTRICT agrees to furnish the UNION with access to a bulletin board in each building for the UNION's use in posting notices, providing the UNION accepts responsibility for what material the UNION posts. In the event a dispute arises concerning the appropriateness of materials, the materials in question will be removed pending a resolution of the dispute. Posted material should relate to:

1. Union activities
2. Union election dates
3. Union election results
4. Meetings
5. Job vacancies
6. Informational material from the Council or International Union

### **Section 2. Use of School Facilities**

The UNION will be permitted the use of school facilities for regular and special business meetings of the UNION and for committee meetings on UNION business as well, provided that such use is requested and approved and can be arranged without compromising meeting space scheduled

## **ARTICLE XVII (Cont'd)**

for general program use and without incurring any additional cost to the DISTRICT.

### **Section 3. Employee Meetings**

In the event the DISTRICT schedules meetings or classes for any employee, the employee shall be paid their straight time rate of pay for the hours required to attend the meetings or classes.

### **Section 4. Approved Conferences**

The DISTRICT will reimburse employees for registration fees for approved conferences.

### **Section 5. Payroll Deductions**

Employees may use payroll deduction for the following:

1. Credit Union
2. U. S. Savings Bonds
3. UNION Dues
4. Service Charge
5. Other employee requested deductions approved by the DISTRICT.

### **Section 6. Access to Personnel File**

Each employee shall have access to his/her own personnel file, in the presence of an administrator, to examine all non-confidential information. In addition, employees shall have the opportunity to file a written answer (to be included in their files) to any complaint placed in their personnel file.

### **Section 7. Supplemental Agreements**

All supplemental agreements shall not be binding on either party unless executed in writing and approved by the DISTRICT and the UNION.



## **ARTICLE XVII (Cont'd)**

### **Section 8. Mileage**

When employees are required to use their personal vehicles for DISTRICT business they will receive the established DISTRICT mileage rate.

### **Section 9. Complying With the Law**

The DISTRICT will comply with the provisions of the Family and Medical Leave Act as outlined in Appendix B. Nothing in this contract will prevent the DISTRICT from complying with the Americans With Disabilities Act.

### **Section 10. Waiver Clause**

For the life of this Agreement, neither the DISTRICT nor the UNION shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by the Agreement, and with respect to any subject or matter not specifically referred to or covered in this Agreement.

### **Section 11. No Strike Clause**

The UNION agrees for the life of this Agreement there shall be no strike of any kind. The DISTRICT agrees there shall be no lockout.

### **Section 12. Inclement Weather**

Nothing in this Article shall require the DISTRICT to keep school open in the event of severe inclement weather or other Acts of God. In those instances where the administration closes all of the schools because of severe inclement weather, employees who report for duty shall be paid their regular rate of pay for each hour worked up to eight (8) hours plus the regular day's pay.

There shall be no deduction in pay for those employees not able to report to work.

The above language applies only to the first two (2) days when all schools are closed. If all schools are

**ARTICLE XVII (Cont'd)**

closed any additional days, employees who are not required to work will not be paid. Twelve (12) month employees who are not able to report for work may use a personal business day or a vacation day to insure a full paycheck. When makeup days are scheduled, ten (10) month employees will receive their regular rate of pay.

Employees who work in leased buildings will be governed by the schedule of the tenants of those buildings when the inclement weather provision applies.

**Section 13. Jury and Court Leave**

Each regular seniority employee shall be excused from his/her regularly assigned duties for jury duty, or the attendance at any court pursuant to a subpoena in a work-connected or criminal case, provided he/she is a non-party witness or a party defendant with the DISTRICT. He/she shall be paid the difference between his/her regular rate and such amount as he/she may receive for juror/witness fees.

**ARTICLE XVIII - RETROACTIVITY**

Wages as outlined in Appendix A to this Agreement shall be retroactive to November 25, 1996 for all hours worked for those full-time and regular employees who are on the payroll at the time of ratification of this Agreement.

Language which affects the operation will be effective as of the date of signing or ratification, whichever is first.

**ARTICLE XIX - DURATION OF AGREEMENT**

This Agreement shall be effective as of May 19, 1997 and shall remain in full force and effect until June 30, 1999.

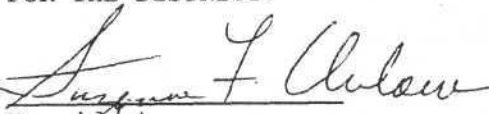
This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 90 days prior to the expiration of the contract that it desires to modify this Agreement.

IN WITNESS WHEREOF, the parties have set their hands this 19th day of May 1997.

FOR THE UNION:

FOR THE DISTRICT:

  
President

  
President

  
Sharon Thacker  
AFSCME COUNCIL 25

**APPENDIX A - WAGES**

**1996-97, 1997-98, and 1998-99 SCHOOL YEARS**

	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>	<b>Step IV</b>	<b>Step V</b>	<b>Step VI</b>	<b>Step VII</b>	<b>Step VIII</b>
<b>1996-97 thru 11/24/96</b>	5.61	5.87	6.13	6.39	6.64	6.83		
<b>1996-97* eff. 11/25/96</b>	6.61	6.87	7.13	7.39	7.64	7.83		
<b>1997-98</b>	6.61	6.87	7.13	7.39	7.64	7.83	8.11	
<b>1998-99</b>	6.61	6.87	7.13	7.39	7.64	7.83	8.11	8.35

\* Wages retroactive to November 25, 1996.

Placement on the salary schedule is determined by date of hire. After initial placement on the schedule, employees will advance to the next step on the anniversary date of their date of hire.

**APPENDIX B**  
**FAMILY AND MEDICAL LEAVE ACT**

In accordance with the Family and Medical Leave Act (FMLA) of 1993, the DISTRICT will grant a leave of absence for one or more of the following:

- A. Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;
- B. Because of the placement of a son or daughter with the employee for adoption or foster care;
- C. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- D. The employee is unable to perform the essential job functions because of a serious health condition.

FMLA leaves are only available to employees who have been employed by the DISTRICT for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. If applicable, continuation of medical, optical and dental benefits and the right to job restoration ceases when an employee has used twelve (12) work weeks of FMLA leave in the twelve (12) month period.

An employee requesting an FMLA leave must provide the Assistant Superintendent for Personnel at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, the notice is to be provided as soon as practicable.

When a leave denoted as (A) or (B) above is granted, the leave must be taken in one (1) continuous increment, and must be concluded within twelve (12) months of the date of birth or placement.

## APPENDIX B (Cont'd)

When a leave denoted as (C) or (D) above is granted, the employee must utilize accumulated sick leave time, accumulated vacation days, and accumulated personal business days (in that order), after which time, the leave is unpaid.

When a leave denoted as (A) or (B) above is granted, the employee must utilize accumulated vacation days and accumulated personal business days (in that order), after which time, the leave is unpaid.

Leaves denoted as (C) or (D) above must be supported by medical certification from a health care provider stating (1) the date on which the serious health condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts, and (4) a statement that the employee is unable to perform the essential functions of his/her position, or that the employee is needed to care for the person. The DISTRICT reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the DISTRICT concerning any information within the medical certification.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The DISTRICT may condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the DISTRICT.

If applicable, the DISTRICT will continue to provide an employee's medical, optical and dental insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

An employee on an FMLA leave shall not engage in any outside or supplemental employment.

The DISTRICT may recover insurance premiums paid while an employee was on an unpaid FMLA leave if:

**APPENDIX B (Cont'd)**

- A. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
- B. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from a FMLA leave will be restored to the position he/she left, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

If the employee has not satisfactorily completed the probationary period at the commencement of a FMLA leave, then upon cessation of the leave, the employee must work the days needed to complete the probationary period.

## ADDENDUM

### WORK ASSIGNMENT Effective 1997-98 Fiscal Year

Employees are expected to be on-site or performing job related duties at a site identified by their immediate supervisor.

It is generally understood that an employee who works:

- (1) Continuous 4 - 6.5 hours/daily will be afforded one (1) pay duty-free break.
- (2) Continuous over 6.5 hours/daily will be afforded two (2) paid duty-free breaks plus ½ hour non-paid lunch.

#### I. Head Start

3.5 hours - Contact hours/day  
2.0 hours - Non-contact work hours (15 minutes before and 1.75 hours after). Additional non-contact hours may be scheduled by the immediate supervisor as dictated by programmatic needs.

#### II. Preschool Enrichment

2.25 hours - Contact hours/session  
.50 hours - Non-contact work hours (15 minutes before and 15 minutes after)

#### III. SACC/KSACC

1.5 hours - AM contact hours  
.25 hours - AM non-contact work hours (15 minutes after)

2.6 hours - PM contact hours  
.5 hours - PM non-contact work hours (19 min before and 11 minutes after)

4.1 hours - AM and PM contact hours  
.75 hours - AM and PM non-contact hours (same as above)



## **ADDENDUM (Cont'd)**

Additional non-contact hours may be scheduled by the immediate supervisor as dictated by programmatic needs up to 1.25 hours/week and may be accumulated to accomplish tasks as requested by the program or immediate supervisor. In no case will they be taken to account for more than 40 hours in any one week.

### **IV. 5+ Program**

State required - contact hours/session

1.0 hours - non-contact hours (30 minutes before and 30 minutes after)

### **V. Child Care - JCDC and Wrap-Around**

- Contact hours/day are determined by programmatic need and bid.
- Non-contact hours [to be taken in two (2) 15 minute increments at a time established as convenient by immediate supervisor]
- Staff **not required** to take ½ hour non-paid lunch
- If **eligible** for two 15 minute paid breaks (works continuously 6.5 hours or more), staff member may take two (2) 15 minute breaks and use as ½ hour paid time at a time designated as convenient by program or immediate supervisor. A declaration of intent must be made in writing to the program supervisor and is to be incorporated into the daily schedule of the room.

## LETTER OF UNDERSTANDING

The parties agree that if an additional half-time CDA position is required in the 5+ program, that the position be first offered to the most senior half-time CDA in the program. In the event no half-time CDA wishes a full-time position, the opening will be posted as a half-time position.

This Letter of Understanding will be in effect for the duration of the current collective bargaining agreement.

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