AGREEMENT

6/30/95

Between

BOARD OF EDUCATION WESTWOOD COMMUNITY SCHOOLS

And

LOCAL NO. 1349 PUBLIC EMPLOYEES COUNCIL NO. 25 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

1991 - 1995

Michigan State University LABOR AND INDUSTRIAL RELATIONS LIBRARY

8979

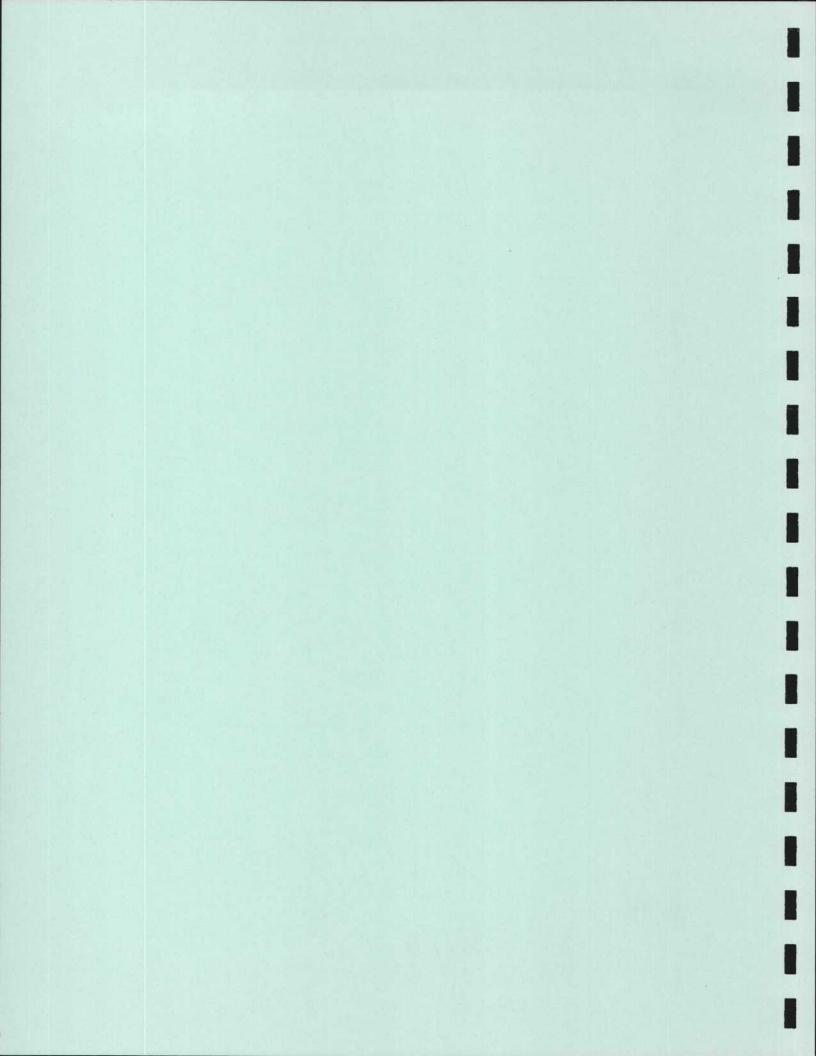
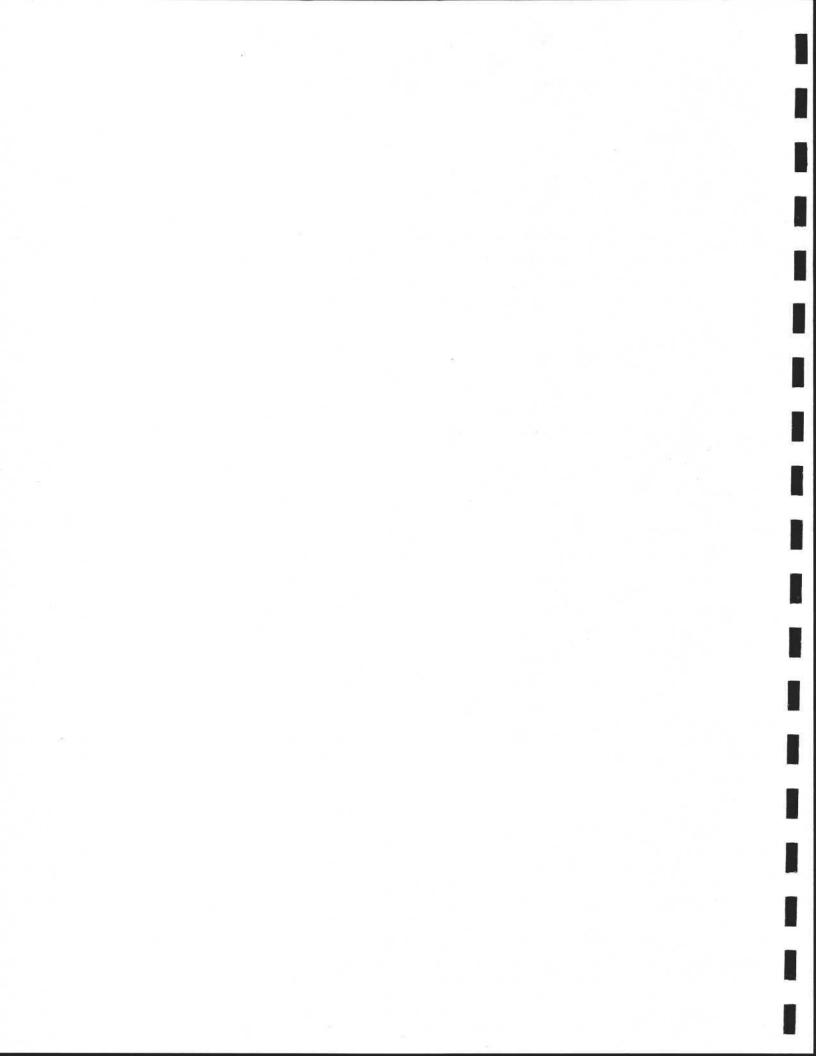


TABLE OF CONTENTS

ARTICLE

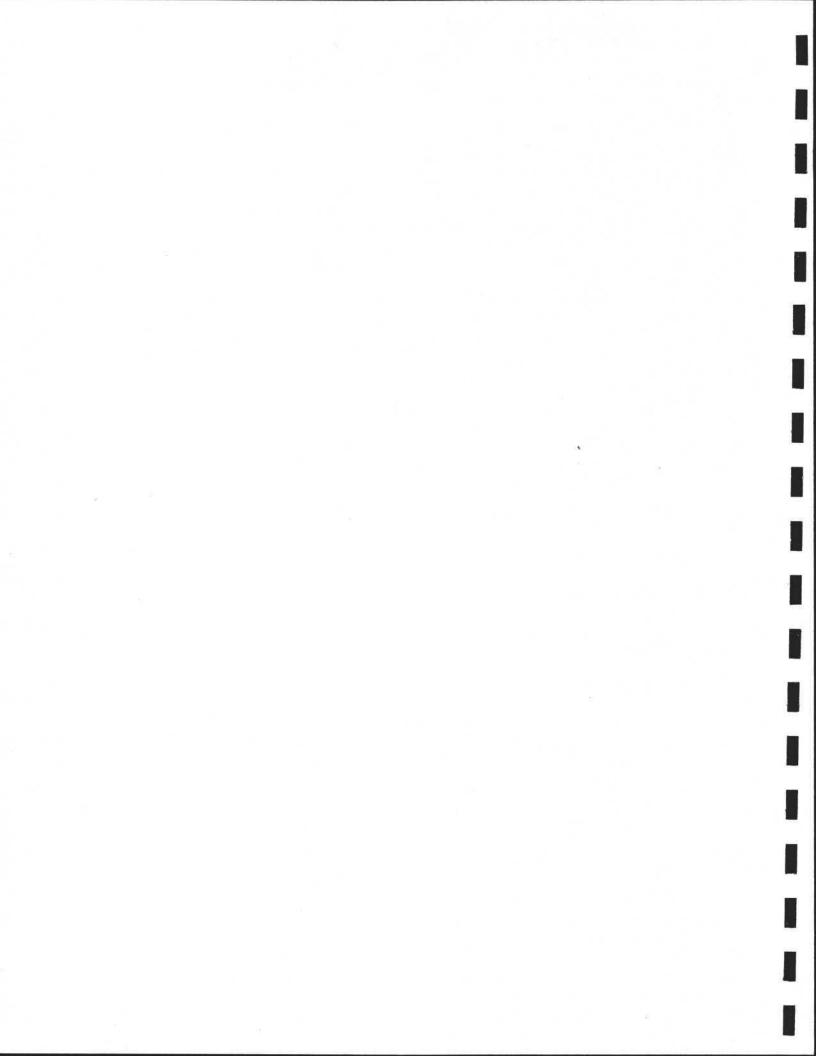
PAGE

| | Agreement 1 |
|------------|---|
| I | Recognition |
| п | Rights of the Employer 3 |
| ш | Union Rights and Security 5 |
| IV | Union Representation, Special Conferences and Committees |
| v | Grievance Procedure 10 |
| VI | Seniority |
| VII | Vacancies, Promotions and Transfers 14 |
| VIII | Layoff Procedure |
| IX | Employee Records, Discipline and Discharge |
| х | Work Schedules and Conditions - Custodian/ Maintenance |
| | Work Schedules and Conditions - Secretaries |
| | Work Schedules and Conditions - Cafeteria |
| | Work Schedules and Conditions - General 21 |
| XI | Holidays |
| XII | Paid Leave Days 24 |
| XIII | Leaves of Absence |
| XIV | Vacations |
| XV | Compensation and Benefits 31 |
| XVI | Termination and Modification 35 |
| Appendix A | Wage Schedule |



AGREEMENT

This Agreement entered into this <u>16TH</u> day of <u>JANUARY</u>, <u>1992</u>, between the Board of Education of Westwood Community Schools hereinafter referred to as Employer, and Local No. 1349, Public Employees Council No. 25, of the American Federation of State, County and Municipal Employees as hereinafter referred to as the Union on behalf of the Employees as hereinafter defined. It has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.



ARTICLE I RECOGNITION

SECTION A

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regularly scheduled: custodial and maintenance employees and bus drivers, fulltime and part-time cook managers, cooks, cook helpers, para-professionals, bus aides, hall security and hall security leaders, secretarial-clerical employees, payroll clerk.

Excluded: Superintendent's Secretary, Bookkeeper, Ass't. Supt. Secretary, Business Manager's Secretary, Administrative Secretarial Assistant, executives, supervisors, substitutes, part-time bus drivers and all others.

SECTION B

The term employee, singular or plural, when used hereinafter in this Agreement shall refer to members of the bargaining unit as described above. All references to one gender shall be construed to include the other.

ARTICLE II RIGHTS OF THE EMPLOYER

SECTION A

There is reserved exclusively to the Employer, responsibilities, powers, rights and authority vested in it by the laws and the Constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly limited by the provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District, which shall be exercised exclusively by the District, include by way of illustration and not by way of limitation, the right to:

- 1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, effectuate an employee evaluation system, determine the size of the work force and to lay off employees.
- 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, and the instruction of new and/or improved methods or changes therein.
- Adopt and revise reasonable rules and regulations.
- 6. Determine the qualifications of employees, provided such qualifications are reasonably related to the position.
- 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- Determine the source of materials and supplies.
- Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

The above rights are not to be interpreted as abridging or conflicting with any provisions in this agreement.

SECTION B

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

SECTION C

The Board of Education retains the sole right and shall have the right to manage and conduct its obligations, duties and responsibilities in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes an express violation of this Agreement.

SECTION D

The Employer agrees that contracting or subcontracting of bargaining unit work will not result in the layoff or reduction in hours (normal hours) of bargaining unit members. The Employer retains the right to contract or subcontract work which cannot be performed by existing regular employees during their regular work schedule in addition to their regular duties. The Employer further retains the right to contract or subcontract work for which existing equipment and/or material is not sufficient to attain the desired quality and/or for work which existing employees are not already trained and qualified to perform. Subcontracting will not be done for arbitrary or capricious reasons or with indifference to union proposals for cost effective retention of such work without subcontracting.

ARTICLE III UNION RIGHTS AND SECURITY

SECTION A. DUES DEDUCTION

All employees in the bargaining unit, as a condition of employment shall have deducted from their pay monthly, either membership dues of the Union or representation service fees. Employees who are hired or become members of the bargaining unit after the effective date of this Agreement shall have such deductions commence upon the expiration of the probationary period.

SECTION B. AMOUNT OF DUES/FEES

The Union shall certify to the Employer by July 1 of each year the membership of the Union subject to deduction of membership dues and the amount of the Union dues to be deducted. The Union shall also certify to the Employer by July 1 of each year the amount of the representation service fee to be deducted.

SECTION C. MONTHLY INSTALLMENTS

These amounts so certified shall be deducted in equal installments and forwarded to the Union's Treasurer on or before the fifteenth (15th) day of each month following the month in which deductions were made. A listing of each employee, and the amount that is deducted each month shall accompany the deductions remitted to the Union.

SECTION D.

An employee who shall render an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership or pay a service fee shall be deemed to meet the conditions of this Section.

SECTION E.

Employees shall be deemed to be members in good standing within the meaning of this Section if they are not more than thirty (30) days in arrears of payment of membership dues or the service fees.

SECTION F.

The Employer agrees to deduct the union membership initiation fee assessments, and once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer 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 first pay period of the current month, after such deductions are made.

| AMERICAN FEDERATI | ON OF STATE, COUNTY | AND MUNICIPAL EMPLOYEES, AFL-CIO |
|--|--|--|
| AU | THORIZATION FOR PA | YROLL DEDUCTION |
| _ · | | |
| By: Last Name | First Name | Middle Name |
| lo: | | |
| Name of Employer | | |
| from my earnings each Pay payment of the current rate shall be paid to the treas American Federation of Sta | roll Period of monthly Union dues, a urer of (Union Name and ate, County and Municipal me upon sixty (60) days v | Employees. The Authorization shall remain in written notice to the Union in advance or upon |
| | | |
| | Street Add | ress |
| | City and St | ate |
| This space reserved for add information when required. | | |

SECTION G

The Union Local President shall notify the Employer by certified mail of violations of this Section and the Employer shall discharge the employee within the next thirty (30) calendar days. The affected employee shall receive from the Union a copy of the said notification.

SECTION H. DISPUTES

Agency fee objection and challenge procedures shall be in accordance with Council 25 procedures consistent with the requirements of the decision of the U.S. Supreme Court in Chicago Teachers Union, Local Number 1, AFT, AFL-C O, V. Hudson and the June, 1986 amendments to the AFSCME International Constitution.

SECTION I

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

ARTICLE III UNION RIGHTS AND SECURITY (continued)

All references to employees in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer and any employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

SECTION J

The Employer agrees to furnish and maintain bulletin board spaces sufficient to accommodate the posting requirements of this Agreement and notices and bulletins by the Union to the employees in accessible places in common work areas to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

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 can be arranged in advance without disrupting other commitments for use of premises and without incurring additional cost to the district.

SECTION K

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, up to two (2) Union representatives (Union stewards and/or Local President) shall be allowed reasonable time when necessary to post Union notices, distribute Union literature, transmit Union Communications to the Employer and consult with the Employer and AFSCME Council #25 concerning the enforcement of any provisions of this Agreement.

Up to six (6) Union representatives shall be allowed time off without loss of pay to attend negotiating meetings.

SECTION L

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union representatives, district council representatives, or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business.

During the hours of 8:00 a.m. and 5:00 p.m., notification shall be given to the office of the Assistant Superintendent-Personnel, and the building principal when the Union representatives are to be in the building.

SECTION M

When existing rules are changed or new rules are established, the following procedure shall apply:

- 1. Prior to the establishment of work rules the Local Union shall be given the opportunity to meet and confer with the Employer regarding the need, application and reasonableness of the rule;
- Rules shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.

ARTICLE III UNION RIGHTS AND SECURITY (continued)

- 3. Informing Employees: The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.
- 4. Enforcing: Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure. A grievance concerning the reasonableness of a rule shall be submitted at the Superintendent's level of the Grievance Procedure.
- 5. For purpose of illustration, work rules shall be defined as those rules under which work is performed, such as:
 - a. receive authorization prior to leaving an assigned work area
 - b. not consume alcoholic beverages while on the job
 - c. not take home school district property without proper authorization
 - d. duly enacted policies of the Board, subject to the provisions of Article III, Section M, 4. above.

SECTION N. SAVE HARMLESS

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, costs, awards, suits or other forms of liability including but not limited to back pay, damages and court or administrative agency costs that may arise out or by reason of any action taken by the Employer for the purpose of complying with this Article.

SECTION O

The Employer shall pay the cost of any medical test, x-rays, or physical examination, licenses, classes or any other test required by law for the employee's position, or by the Board of Education for employees. The cost of licenses, classes or any test shall be reimbursable after successful completion by the employee. The Employer is under no obligation to reimburse an employee for any unsuccessful attempt.

SECTION P

The Employer and the Union mutually subscribe to the value of an effective employee assistance program and encourage the continuation of such a program to the extent that it serves its intended purpose and is cost effective.

SECTION Q. EMPLOYEE PROTECTION

An Employee may use reasonable force as necessary to protect him/herself or others from an assailant, provided that such action is in compliance with the employee's job description, Board Policy, or as directed by an administrator.

In the event that such a confrontation results in the employee being criminally charged for his/her action, the Board shall pay for legal representation to defend the actions of said employee. Counsel for the employee shall be selected by the Board.

ARTICLE IV UNION REPRESENTATION, SPECIAL CONFERENCES AND COMMITTEES

SECTION A

Employees selected by the Union to act as union representatives shall be known as "stewards." One of the stewards shall be designated as "chief steward." Five stewards shall represent employees in the following areas: custodial/maintenance first shift, custodial/maintenance second shift, secretaries and paraprofessionals, cafeteria, bus aides and security. The names of the employees selected as stewards, and the names of other union representatives who may represent the employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee. Wherever a steward has been designated, an alternate may be designated to act in the absence of the steward.

SECTION B

A steward, upon request, will be allowed time off the job without loss of time or pay to investigate and process grievances without undue delay. A steward must make satisfactory arrangements with his supervisor to be absent from his regular assignment other than the scheduled time. Union representatives shall be released from their regular work assignment without loss of time or pay to attend a meeting or conference called by the Employer.

Any abuse of release time shall be subject to special conference. The Union shall be given a written notification of said violation.

The local union president and/or designated representatives shall be released from regular duties without loss of time or pay, upon request, for a combined total of eight days per school year to attend union workshops, seminars, conferences and conventions, such request to be made at least ten working days in advance.

SECTION C

Special conferences for important matters will be arranged between the local president and the Employer or its designated representatives upon the request of either party.

Such meetings shall be between three (3) representatives of the Employer and three (3) representatives of the Union. 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. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

SECTION D

A safety committee of employees and Employer representatives is hereby established. This committee will include the officers of the local union and shall meet when necessary during regular daytime working hours for the purposes of making recommendations to the Employer. Said meetings to be set by mutual agreement. Any health and safety disputes shall be processed at Step 2 of the grievance procedure.

ARTICLE V GRIEVANCE PROCEDURE

SECTION A

The ultimate goal is to resolve the problem at the first possible step. Every effort shall be exhausted at each step before appealing to the next step. It is the responsibility of each party to sincerely endeavor to resolve the problem at the earliest opportunity.

SECTION B

A grievance exists when a problem or misunderstanding concerning the Agreement between an employee and his/her immediate supervisor fails to be resolved as a result of a discussion between the employee, or his/her Union representative, and the employee's immediate supervisor, and when said dispute is reduced to writing and processed in the prescribed manner.

SECTION C

Any grievance as defined above which may arise between the parties to this Agreement shall be processed in the following manner:

- STEP 1 The Union representative, with or without the employee, may present the grievance, in writing, to the Supervisor within five (5) working days of the date of the incident giving rise to the grievance or the time at which the employee should have known of its occurrence through the exercise of reasonable diligence. Written grievances as required herein shall contain the following:
 - (a) It shall be signed by the grievant or grievants.
 - (b) It shall be specific and concise.
 - (c) It shall contain a synopsis of the facts of the incident giving rise to the grievance.
 - (d) It shall cite the section or subsections of the Agreement alleged to have been violated, misinterpreted or misapplied.
 - (e) It shall contain the date of the incident giving rise to the grievance.
 - (f) It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations set forth in this procedure. A conforming grievance shall not be changed after it has been reduced to writing. The Supervisor shall attempt to adjust the grievance and shall respond, in writing, to the steward within five (5) working days.

STEP 2 If the grievance has not been settled, it may be presented, in writing, by the Union representative or the Union grievance committee, to the Assistant Superintendent-Personnel within three (3) days after the Supervisor's response is due. The Assistant Superintendent shall have a maximum of seven (7) working days to discuss the grievance and respond, in writing, to the Union representative or grievance committee.

ARTICLE V GRIEVANCE PROCEDURE (continued)

- STEP 3 If the grievance has not been settled, it may be presented, in writing, by the Union representative or the Union grievance committee, to the Superintendent of Schools within three (3) days after the Assistant Superintendent's response is due. The Superintendent shall have a maximum of seven (7) working days to discuss the grievance and respond in writing to the Union representative or grievance committee.
- STEP 4 If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Superintendent is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notices have been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators.

Both the employee and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record made, it may do so, providing it pays for the making of the verbatim record and provides a copy without charge to the other party and to the arbitrator.

The decision of the arbitrator shall be final and binding on both parties to this Agreement.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms in this Agreement.

ARTICLE VI SENIORITY

SECTION A

New 12 month employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. Less than twelve (12) month new employees shall serve a probationary period of ninety (90) calendar days which must fall during the school year. When an employee completes the probationary period by accumulating ninety (90) calendar days of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day he completed the probationary period.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except that probationary employees may be discharged or disciplined for other than Union activity by the Employer and the provisions of Article V of this Agreement shall not apply and the Union shall not contest the Employer's action.

A probationary employee may apply for a vacant position and be considered. However, if selected, the employee shall begin a new probationary period.

SECTION B

Seniority shall be on a school district-wide basis in the bargaining unit in accordance with the employee's last date of hire.

SECTION C

If and when an employee is transferred, the Union shall be notified of said transfer by the Employer.

SECTION D

An up-to-date seniority list shall be maintained by the Employer. A copy of the seniority list shall be furnished to the bargaining committee of the Union. Annually, in July, employees with seniority may request a statement showing the number of leave days accumulated in their leave-day bank.

SECTION E

At the end of the probationary period, a new member shall be placed on the seniority list, and automatically becomes eligible for membership in the Union. Rate of pay shall be in accordance with the employee's classification.

SECTION F

Any person promoted out of the bargaining unit into a management position shall continue to accrue seniority in Local 1349 while he/she remains employed with the school district subject to the following conditions:

- 1. If within the first ninety (90) days after assuming the management position the person is terminated for unsatisfactory performance, or the person decides he/she no longer wants the position and voluntarily quits, the person may return to his/her original position held when he/she accepted the management position.
- 2. If after the first ninety (90) days after assuming the management position the person is terminated for unsatisfactory performance, he/she may return to the bargaining unit to a position which his/her seniority allows.

ARTICLE VI SENIORITY (continued)

- 3. If after the first ninety (90) days after assuming the management position the person decides he/she no longer wants the position and voluntarily quits, the person may return to the bargaining unit position he/she is able to perform which is held by the person with the least seniority.
- 4. The Board of Education retains total discretion to determine whether the person will continue in the management position. In no case shall the Board of Education be required to retain the person in a bargaining unit position where the termination or quit is prompted by circumstances which make it evident that the person is unfit for continued employment with the school district.

SECTION G

All employees shall be assigned an anniversary date of July 1, nearest their date of employment. This means an employee hired between July 1 and December 31 has the anniversary date of the previous July 1, and an employee hired between January 1st and June 30th has an anniversary date a year from the July 1st.

SECTION H

If an employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, he shall retain all prior accumulated seniority. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for the duration of this Agreement.

SECTION I

1.

An employee may lose seniority for the following reasons only:

- (a) Employee resigns.
- (b) Employee is discharged and the discharge is not reversed through the grievance procedure.
- (c) Employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at the last known address that the employee has lost seniority, and employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If the employee does not return to work when recalled from a layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.

ARTICLE VII VACANCIES, PROMOTIONS AND TRANSFERS

SECTION A

Promotions to a higher paying classification within the bargaining unit shall be made on the basis of seniority and qualification. Job vacancies will be posted, within three (3) working days, in a conspicuous place in each building for a period of seven (7) calendar days, setting forth the minimum requirements for the position. Employees interested shall apply within the seven (7) calendar day posting period. The vacancy will be filled if possible within thirty (30) days of posting, provided candidates acceptable to the Employer make application. If no candidate is deemed acceptable, the Employer, upon request from the Union, shall explain why none of the candidates are acceptable. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

- 1. The employee's desire to remain on the job; and
- 2. The employee's ability to perform the job

In the event the senior applicant is denied the promotion, reasons for denial shall be given, in writing, to such employee and the Union. In event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the grievance procedure. When a vacancy exists in a classification, employees within the classification shall be given preference for that position. Vacancies will be filled first from within the classification. When there are no bids from within the classifications will be considered.

SECTION B

During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. An employee who elects to return to his former classification shall request such transfer in writing, stating the reason. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become subject for the appropriate step of the grievance procedure.

SECTION C

During the trial period, employees will receive the rate of pay for the job they are performing.

SECTION D

The Employer agrees that in any movement of bargaining unit work or the addition of work to the bargaining unit not covered in the present agreement, it will discuss the movement or additions with the Union.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiation.

SECTION E

Employees temporarily assigned to work in a higher classification shall be paid the higher rate for all hours worked. Employees temporarily assigned in a lower classification shall receive their regular rate of pay.

ARTICLE VII VACANCIES, PROMOTIONS AND TRANSFERS (continued)

SECTION F

An employee may voluntarily elect to place their position open for bid. Once posted, the position will be filled in accordance with <u>SECTION A</u> of this Article. An employee may revoke voluntary posting of their position up to the time the posting expires, but not thereafter. An employee who vacates their position due to such voluntary posting will have no right to return to the position during or after any trial period in a subsequent position, notwithstanding the provisions of <u>SECTION A</u> 1. & 2. of this Article.

ARTICLE VIII LAYOFF PROCEDURE

SECTION A

When the Employer determines it is necessary to reduce the size of the work force, employees shall be reduced in order of least seniority within the classification being reduced, provided there are more senior employees within the seniority classification remaining who possess the qualifications to perform the position(s) available.

SECTION B

Seniority of employees on a school district-wide basis within classification shall be the determining factor in all areas where seniority is applicable and if there is a necessity for a reduction in the number of employees in the work force. Employees to be laid off for an indefinite period of time shall have at least twenty (20) working days notice of layoff, if possible. The Local Union shall receive notice of the same.

SECTION C

Employees shall be recalled for work in accordance with seniority rights. An employee's seniority resumes the day he returns to work.

SECTION D

In the case of reduction of work force, employees displaced shall have the option of selecting the building into which they shall be transferred in accordance with their seniority.

SECTION E

An employee reduced from a position in his/her present seniority classification shall be retained in a position in another classification in which he/she has previously accumulated seniority, provided there is a less seniored employee in that classification and the reduced employee possesses the qualifications to perform the job.

SECTION F

For the purpose of this Agreement classifications shall be divided as follows:

custodian/maintenance secretary cafeteria para-professional bus aide security

ARTICLE IX EMPLOYEE RECORDS, DISCIPLINE AND DISCHARGE

SECTION A

Disciplinary action or measures shall include only the following and need not be in the order stated for serious offense:

- 1. Oral Reprimand
- 2. Written Reprimand
- 3. Suspension (notice to be given in writing)
- 4. Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

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

SECTION B

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire, unless it involves a morals or criminal charge, or directly impacts on the employee's qualifications to perform the job.

SECTION C

The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is reasonable 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.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the proper step of the grievance procedure.

SECTION D

No material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material.

The employee shall have the right to answer any materials filed and any answers shall be attached to the file copy.

The employee shall be permitted to review material in the file in accordance with the Bullard-Plawecki Act.

ARTICLE X WORK SCHEDULES AND CONDITIONS - CUSTODIAN/MAINTENANCE

SECTION A

The regular hours of work each day shall be consecutive except that they will be interrupted by a lunch period of ½ hour, or as mutually agreed upon, scheduled at the middle of the shift.

SECTION B

The work week shall consist of five (5) consecutive eight hour days, Monday to Friday, inclusive.

SECTION C

Eight (8) consecutive hours of work within the 24 hour period beginning at midnight shall constitute the regular work day in agreement with Section A.

SECTION D

Eight (8) consecutive hours of work shall constitute a work shift except that they will be interrupted by a paid lunch period of $\frac{1}{2}$ hour. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, in agreement with Section A.

SECTION E

At the beginning of the school year, work schedules showing the employee's school area, shifts, work days and hours shall be posted on all department bulletin boards at all times.

Except for emergency situations or demonstrated need to change for operational efficiency, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

SECTION F

All employee's work schedules shall provide for a 15 minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift when-ever this is feasible.

SECTION G

When school is not in session and scheduling of work permits, all employees will be allowed to work days. When school reopens, employees will return to their former regularly scheduled job. If a vacancy occurs, such vacancy shall be posted.

SECTION H

Regular custodians are not to discriminate, in any way whatsoever, discourage, impede and/or obstruct substitute custodians from doing the work required of them in the areas for which they were temporarily hired.

SECTION I

Custodians present with the most seniority in the buildings are required to instruct, guide, counsel and cooperate in every possible way with the substitute custodians in showing them the areas that are to be cared for, how these areas are to be maintained, location of cleaning materials, equipment, job descriptions, schedules, and in every way, cooperate with the substitute custodians so that they can effectively do the job to the credit of the custodial organization.

This instruction to be undertaken only at the request of the School Services Department, usually for beginning substitute custodians. The custodian undertaking this instruction will be compensated with one hour overtime over and above his regular eight (8) hour shift.

ARTICLE X WORK SCHEDULES AND CONDITIONS - CUSTODIAN/MAINTENANCE (continued)

SECTION J

The midnight shift shall receive a shift premium of 15¢ per hour.

SECTION K

For custodial/maintenance employees, time cards are the official record maintained by the district for payroll purposes. Failure to correctly punch a timecard shall require verification of the supervisor.

WORK SCHEDULES AND CONDITIONS - SECRETARIES

SECTION A

The normal work day shall commence at 8:00 a.m. and end at 4:30 p.m. However, variations of this schedule may be made to coincide with the school day. The normal work week shall be five consecutive work days as stated above, Monday through Friday. Whenever work is in excess of such standard work day or week, employees shall be compensated as per Article X, General, Section C.

SECTION B

All secretaries shall be entitled to a duty free uninterrupted lunch period not to exceed one hour of which one-half hour shall be paid.

SECTION C

All secretaries shall be entitled to 15 minutes a.m. and p.m. uninterrupted paid relief time.

SECTION D

No secretaries shall call for substitute teachers except during the hours of the regular work day.

SECTION E

Four hours of paid time shall be one half day for the purposes of calculating compensation and reporting times.

SECTION F

Regular 44 or 46 week secretarial employees requested to work additional weeks in their regular assignment will accumulate sick leave and vacation time on the proportionate basis that they would if they were on the 52 week schedule. Further, they will be paid at their regular rate of pay.

SECTION G

No secretary shall be left responsible for any school building. Whenever it is necessary for the Principal or his assistant to be away from the building, a designated teacher or other person of responsibility shall be left in charge.

SECTION H

Telephone facilities shall be made available to secretaries for their reasonable use, and unauthorized long-distance calls are not to be made.

SECTION I

Adequate parking facilities shall be made available to secretaries.

ARTICLE X WORK SCHEDULES AND CONDITIONS - SECRETARIES (continued)

SECTION J

It is hereby agreed that during the summer months when secretaries are not employed, they shall be given the opportunity to substitute or replace the fifty-two week secretaries at the rate of pay at the top step of Classification II, provided a Director's secretary is not available to perform the work.

SECTION K

Shift preference will be granted on the basis of seniority and job function within the classification.

SECTION L

In the event transfers appear to be necessary, lists of available positions in other schools and departments shall be posted for five (5) working days.

SECTION M

Each secretary shall be the holder of a high school diploma or comparable certificate as granted by an authorized institution or possess equivalent skills and qualifications to perform secretarial tasks.

SECTION N

For secretarial/clerical employees, overtime in any position in excess of 60 hours per 6 month period will be assigned to the most senior employee with less than 60 hours of overtime. The employee must be qualified to perform the work assigned with minimal instruction and supervision. The Employer agrees to monitor and distribute overtime as provided.

WORK SCHEDULES AND CONDITIONS - CAFETERIA

SECTION A

Employees' work schedules may vary from cafeteria to cafeteria. Lunch program work schedules shall be the responsibility of the cafeteria supervisor.

SECTION B

Every effort shall be made to have as many employees as possible work on "curriculum day" and employees working on these days shall receive their regular rate of pay for all hours worked.

SECTION C

Cafeteria employees are to be paid time and one half the employee's regular rate of weekdays and double time on Saturdays and Sundays for a minimum of three (3) hours when employees are requested to work on extra activities involving the use of kitchen or equipment unless otherwise agreed upon. Whenever the kitchen is to be used for cooking and serving purposes by persons or groups other than food service employees, an employee will be asked to work in a supervisory position. The request must be made in writing. Employees to be selected shall be on a school seniority basis.

SECTION D

Cafeteria employees assigned to four (4) or more hours shall receive a minimum of four (4) hours pay for having reported to the work place. Those employees assigned to less than four (4) hours shall receive pay for the number of hours assigned, having reported to the work place.

WORK SCHEDULES AND CONDITIONS - GENERAL

SECTION A

Work schedules for full time employees shall provide for a fifteen minute rest period during each one-half shift or AM and PM period. The rest period shall be scheduled at the middle of each onehalf shift whenever this is feasible. Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen minute rest period before they start to work on such shift. In addition, they shall be granted the regular rest periods that occur during the shift.

SECTION B

Other employees working five (5) hours or more a day shall be scheduled an unpaid one-half $(\frac{1}{2})$ hour lunch period. Employees working three (3) hours or more per day may take a total of fifteen (15) minutes break away from their job.

SECTION C

Time and one-half of the employee's regular hourly rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours:

- 1. All work performed in excess of eight (8) hours in any work day.
- 2. All work performed in excess of forty (40) hours in any work week.
- 3. All work performed on Saturday shall be at time and one-half the employee's regular hourly rate of pay.
- 4. Double time shall be paid for all work on Sunday.
- 5. For all employees, overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

SECTION D

The Employer agrees not to split positions in order to avoid payment of fringe benefits.

SECTION E

No employee shall be laid off or have hours reduced because of student workers or volunteers.

SECTION F

Except as provided in Article XII, SECTION G, when an employee reports for and starts to work as scheduled and is excused from duty before completing four (4) hours work, the employee shall be paid at the employee's regular rate for four (4) hours work, or their regular hours if less than four (4) hours, at the appropriate rate. When that employee is called to work outside of his regularly scheduled shift, that employee shall be paid for a minimum of two (2) hours work except for the portion which overlaps his/her regular shift. The employee shall then be paid for his/her regular work shift at the appropriate rate.

Except as provided in Article XII, SECTION G, on days when bus runs are not scheduled (e.g., teacher records day, etc.), bus aides shall not report for work and shall not be paid for such day.

SECTION G

No employee covered by this Agreement shall be permitted to operate a Westwood School District school vehicle if that person's driving record fails to meet the requirements for standard automobile insurance, or if that employee does not possess the necessary certification and endorsements.

ARTICLE XI HOLIDAYS

SECTION A

Paid holidays shall be recognized and observed in accordance with the SCHEDULE OF PAID HOLIDAYS. Employees shall be eligible for holiday pay under the following conditions:

- 1. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a vacation.
- 2. The employee worked his last scheduled work day prior to and the next scheduled work day after the holiday.
- 3. If a holiday is observed on an employee's scheduled day off or vacation, he shall be paid for the unworked holiday.
- Employees who have established seniority, but who are on inactive status due to paid sick leave that commenced 30 work days prior to the week in which the holiday occurs, shall receive pay for such holiday.
- 5. An employee who is absent the day before or after a holiday due to illness must submit a doctor's statement verifying the illness to receive holiday pay, unless excused by the supervisor.
- All employees, other than Chapter 1 and Article III paraprofessional employees, must be regularly scheduled to work 25 hours per week or more to qualify for holiday pay.

SECTION B

Whenever any of the holidays fall on a Saturday, the preceding Friday, or a mutually agreed day, shall be a paid holiday, providing school is not regularly in session. Whenever any of the holidays fall on a Sunday, the succeeding Monday, or a mutually agreed day, shall be a paid holiday, providing school is not regularly in session.

Secretaries will be permitted to leave ½ hour earlier than normal for all work days preceding a holiday, and on national election days.

SECTION C

If an employee works on any of the holidays listed above, he shall be paid double time for all hours worked during the first eight (8) hours of work and triple time for all hours worked in excess of the first eight (8) hours worked. Eligible employees who perform no work on a holiday shall be paid the current daily rate of pay.

For the purpose of computing overtime, all holiday hours, worked or unworked, for which an employee is compensated shall be regarded as hours worked. (Hour for Hour)

Employees who may be requested to work on a holiday and have accepted such holiday work assignments, who are scheduled to work on the holiday and then fail to report for or perform such work, without reasonable cause, shall not receive holiday pay under this holiday pay section.

An employee may use paid leave days in lieu of vacation/unpaid time during Christmas and Easter holiday recess non-work days.

SCHEDULE OF PAID HOLIDAYS

| HOLIDAY | CUSTODIAL/ MAINTENANCE | SECRETARY (12 month) | SECRETARY (10 month) | FOOD SERVICE | BUS AIDE/ HALL SECURITY | CHAP I; ART III AIDE/ PARAPROFESSIONAL |
|-------------------------------|---------------------------|-------------------------|-------------------------|--------------|----------------------------|---|
| New Year's Day | x | x | х | x | х | x |
| Day after New Year's | х | x | x | | | |
| Martin Luther King's Birthday | x | х | x | x | x | x |
| Good Friday * | x | x · | x | x | | |
| Easter Monday | x | x | x | | | |
| Employee Birthday ** | х | x | x | x | | |
| Mid-winter Break | х | x | x | x | x | x |
| Memorial Day | x | x | x | x | х | x |
| July 4 | x | x | 8 | | | |
| Labor Day | x | x | x | x | х | x |
| Thanksgiving Day | x | x | x | x | х | х |
| Friday after Thanksgiving | х | x | x | x | | |
| Christmas Eve | х | x | x | x | | |
| Christmas Day | x | x | x | x | х | x |
| Christmas Break*** | х | x | x | | | |
| Christmas Break*** | x | x | x | | | |
| Christmas Break*** | х | x | х | | | |
| New Year's Eve | x | x | x | | | 1 |

* Good Friday as a paid holiday shall be determined as a full day or a half day according to the current school calendar. On Good Friday, employees shall be paid four (4) hours pay when it is determined to be a half holiday, or eight (8) hours if it is determined to be a full holiday.

** Employee's Birthday shall be observed on the Tuesday following Easter.

*** Dependant upon the number of work days which fall between Christmas Eve and New Year's Day.

23

ARTICLE XII PAID LEAVE DAYS

SECTION A

Employees regularly scheduled to work five (5) hours or more per day shall be permitted to accumulate, without limit except as provided otherwise, one (1) leave day per month for each month that the employee works at least one-half (1/2) of the month. Leave days shall accumulate in a leave day bank with annual maximum accrual according to the following schedule:

| Secretaries/Custodians | | Twelve (12) days each fiscal yea | |
|-------------------------|---|----------------------------------|--|
| Secretaries (10 month) | | Ten (10) days each fiscal year | |
| Cafeteria | - | Ten (10) days each fiscal year | |
| Bus Aides/Hall Monitors | | Eight (8) days each fiscal year | |
| Paraprofessionals | - | Eight (8) days each fiscal year | |

Additional days to be used for personal business shall be granted each fiscal year, and shall accumulate as leave days if unused during the fiscal year. Personal business days shall be granted according to the following schedule and shall be prorated for employees commencing or terminating during the fiscal year.

| Secretaries/Custodians | - | Five (5) days |
|--------------------------------------|---|-------------------------------|
| Cafeteria/Bus Aides/Hall Monitors | • | Two (2) days |
| Paraprofessionals | | Two (2) days, nonaccumulative |

Employees shall be credited only with leave days earned during the year. Employees working less than five hours will be eligible for 50% of the annual paid leave available for five hour or more employees, paid at the employee's regular daily rate of pay. Except for Paraprofessionals, any leave days accumulated at the close of the fiscal year shall be carried forward. Paraprofessionals shall be paid at the end of each fiscal year for unused leave days. If an employee is absent in excess of his earned leave day bank, deductions in the amount equal to one (1) day's pay for each day of absence shall be made from his/her salary check in the pay period following each excess absence. Reimbursement shall be made for such deductions at the end of the fiscal year if the employee has earned leave days to his credit and requests such reimbursement.

SECTION B

Absences which may be charged to an employee's leave day bank are as follows:

- 1. Personal illness, quarantine or exposure to contagious disease.
- 2. Emergency illness in the immediate family when no other arrangements can be made for necessary care. The time allowable shall not exceed five (5) working days. (Immediate family as defined in 3 below.)
- 3. Death in the immediate family, relatives, or close friends.

The immediate family includes spouse, children, father, mother, father-inlaw, mother-in-law, grandfather, grandmother, brothers, sisters and any other relative or friend for whose funeral arrangement the employee is responsible.

The time allowable for each situation shall not exceed five (5) working days.

ARTICLE XII PAID LEAVE DAYS (continued)

Attendance at funerals of close relatives (other than the immediate family as defined in Section 3 above, and friends. The time allowable shall not exceed three (3) working days.

4. Employee's wedding or immediate family's wedding.

For the employee's own wedding, the time allowable shall not exceed five (5) working days.

For attendance at weddings in the immediate family the time allowable shall not exceed three (3) working days.

Personal business or emergency.

Personal business days shall be used to attend to matters of an urgent nature which require the personal attention of the employee. Leave days for personal business must be requested in advance through the office of the Superintendent of Schools, or his/her designated representative with a twenty-four (24) hour minimum notice except in an emergency. Requests for leave days for personal business prior to, or immediately following a holiday and/or vacation shall be kept at a minimum and may not necessarily be granted.

- Required court appearance other than jury duty.
- 7. Other items of a nature of an emergency approved by the Superintendent of Schools or the Superintendent's designated representative.
- 8. Attendance at meetings of professional organizations.
- 9. Food service employees may use paid leave days on curriculum and teacher records day when there is no work to perform.

SECTION C

Employees reporting at the beginning of their work period shall be paid for the actual hours worked and the balance charged to the employee's leave day bank if they are forced to leave their work assignment because of illness or emergency situation. Use of leave is limited to multiples of four (4) hours.

SECTION D

An employee may be requested to furnish a doctor's statement if he/she consistently uses sick leave one (1) or two (2) days at a time. This paragraph shall not be used as a weapon to abuse employees with good employment records, but as a deterrent to habitual absenteeism.

The Employer will accept the statement of the employee in recording absences due to illness, unless evidence which conflicts with the statement of the employee arises, in which case verification of the employee's statement must be produced by the employee. The statement of the doctor is required only as a guarantee that the employee has recovered and is ready for regular duty and is required only if absence due to illness exceeds five (5) days, or evidence in conflict with the statement of the employee arises such that verification is necessary. The Employer may require medical verification from a physician in cases of extended illness, chronic illness or mass illness of the work force notwithstanding the foregoing provisions of this Section.

SECTION E

Each employee will be covered by the applicable Workers' Compensation Laws, and the Employer further agrees that employees eligible for Workers' Compensation will receive, in addition to his

ARTICLE XII PAID LEAVE DAYS (continued)

Workers' Compensation benefit, an amount to be paid by the Employer sufficient to make up the difference between the Workers' Compensation benefit and his/her regular weekly income for a period of fifty (50) working days without deduction from accumulated sick leave. Thereafter, the employee may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Workers' Compensation such that the amount the employee receives from Workers' Compensation and sick leave does not exceed the amount of expendable income the employee would have received from his/her regular salary amount according to his/her earnings at the time of the injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Workers' Compensation until the employee's accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. Should this supplemental payment plan be found to be subject to the coordination requirements of Workers' Compensation, such that the amount of the Workers' Compensation benefits is reduced, the employee shall not be allowed the use of sick leave and shall receive only the Workers' Compensation benefit provided by the statute.

SECTION F

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty.

SECTION G

When the Superintendent or Superintendent's designee cancels school for an "Act of God Day" the employee will not be required to report for work and will be paid their normal daily rate for that day, except that when a scheduled work day(s) is canceled due to the schools being closed to students and teachers on a previously scheduled student instruction day(s) that is to be rescheduled to comply with the legal requirement for

student instruction, employees whose scheduled work year will be extended by the rescheduled day(s) shall not be compensated for the canceled day(s) but shall work and be paid for the day(s) as rescheduled.

Employees called in to work during such emergency school closing, or employees who have already reported, shall be paid a full day's pay plus their regular rate for all hours actually worked.

SECTION H

Employees shall qualify for payment of sixty percent (60%) of their accumulated leave days upon the retirement or death of the employee, and in all other cases involving satisfactory termination of service (maximum of fifty (50) days). In case of death, the severance pay shall go to the estate of the employee. An employee who is discharged (and that discharge is not reversed in the grievance procedure), or who terminates employment to avoid discipline, or who terminates his employment without at least a fifteen (15) day notice of such termination shall not be eligible for such benefits. All payments for accumulated leave days shall be based on the current wage rate of the employee.

(Custodian and cafeteria employees who terminate employment with the school district as a result of retirement, death, or separation shall be eligible for severance pay on the basis of 75% of the accumulated days in the leave bank which were accrued prior to July 1, 1991. Secretarial employees shall be paid 75% of the accumulated leave days accrued prior to July 1, 1991, upon retirement of the employee. Days accumulated prior to July 1, 1991, by custodial, cafeteria and secretarial employees will be held in a separate leave bank for surrender at separation, or for use if necessary following exhaustion of days accrued after July 1, 1991.)

ARTICLE XIII LEAVES OF ABSENCE

SECTION A

The employee shall be eligible for a leave of absence after one year of service. The accumulation of leave shall not exceed the employee's length of active service with the school district. The leave of absence shall not exceed two years.

SECTION B

Any request for a leave of absence shall be submitted in writing by the employee to the Assistant Superintendent of Personnel at least two (2) weeks prior to the planned beginning date of such leave. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by the Assistant Superintendent of Personnel, and it shall be in writing.

Any request for an emergency leave of absence shall be answered with reasonable promptness. Requests for emergency leave of absence (for example, family sickness or death) shall be answered before the end of the shift on which the request was submitted. A request for a short leave of absence (a leave not exceeding one (1) month) shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within five (5) days.

SECTION C

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated position, the employee shall be returned to the higher rated position under the following conditions:

- 1. The position became or remained opened during the employee's leave and is still open at the time the employee returns from leave, and
- 2. The employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave, and the employee has greater seniority then other qualified employees requesting assignment to the position.

SECTION D

It shall be the policy of the Board of Education to grant an unpaid leave of absence for the following reasons:

- 1. <u>Health</u>
 - (a) Personal, physical or mental illness.
 - (b) Illness in the immediate family for which the employee must care.
 - (c) Should an employee elect to use accumulated sick leave during their pregnancy related disability or complications therefrom and their accumulation is exhausted, they will be placed on a leave of absence

ARTICLE XIII LEAVES OF ABSENCE (continued)

without pay for physical illness. Childcare leaves shall be granted at the request of the employee for a period not to exceed one (1) year.

- 2. Military Service
 - (a) Any employee who is a member of a reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity.
 - (b) Any employee who enters into active service in the armed forces of the United States while in the service of the Employer, shall be granted a leave of absence for the period of military service. Said leave of absence shall not exceed the initial enlistment except as extended by a mandate of Congress.
- 3. Union Business
 - (a) Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two (2) years.
 - (b) The Union President, or designee, selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it shall be renewed or extended for a similar period at any time upon the request of the Union.

4. Education

- (a) After completing one (1) year of service, any employee, upon request, shall be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but it shall be extended or renewed at the request of the employee. Maximum leave shall not exceed two (2) years.
- (b) One (1) year leaves of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years.
- (c) Employees shall also be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

ARTICLE XIV VACATIONS

SECTION A

All twelve (12) month custodial, maintenance and secretary employees shall earn vacation with pay in accordance to the following schedule:

| 6 months to one year of service | • | 5 days |
|-------------------------------------|---|---------|
| 1 year to five years of service | | 10 days |
| 5 years to fifteen years of service | | 15 days |
| 15 years or more of service | - | 20 days |

SECTION B

All less than twelve (12) month secretarial/clerical personnel regularly employed prior to July 1, 1991, shall earn one (1) day vacation with pay for each month worked, provided that ten and one-half (10½) month employees shall not accumulate more than ten (10) days vacation. Ten and one-half (10½) month employees employed prior to July 1, 1979, with more than five (5) full years of service by July 1, 1979, shall be granted one (1) additional day of vacation per year of service as of July 1, 1979, up to a maximum yearly total of twenty (20) days vacation. Vacations shall be taken during the fiscal year earned unless otherwise approved.

<u>SECTION C</u>

Vacations may be requested at such times during the year as are suitable, considering both the wishes of the employees and the efficiency of the operation of the schools in the district. The Employer may designate within the custodian and maintenance area a maximum of five (5) percent at any one time which may be approved other than the summer vacation period.

Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

SECTION D

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

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

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

<u>SECTION E</u>

If a regular pay day falls during an employee's vacation, he/she will receive, upon request, that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving if he desires to receive it in advance.

An employee shall not accrue vacation credit for time spent on layoff or unpaid leave of absence. The amount of vacation credit to which the employee would otherwise be entitled shall be reduced by the proportionate number of days spent on layoff and/or unpaid leave of absence to the number of days in his/her work year.

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

ARTICLE XIV VACATIONS (continued)

SECTION F

Vacation days are accrued from July 1 of one year to June 30 of the following year. The days accrued are available for use beginning July 1 following the fiscal year (July 1-June 30) in which they are accrued. The employee must use all vacation days within twelve (12) months from the date the vacation days are made available for use, provided that an employee may carry over a total maximum of ten (10) unused vacation days from prior years at any one time, unless the unused days were unable to be scheduled due to work demands. Employees who have unused vacation days accrued from work years prior to July 1, 1984 may continue to carry forward those days for use, not withstanding the provisions of this paragraph.

ARTICLE XV COMPENSATION AND BENEFITS

SECTION A

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

SECTION B

The salaries and wages of employees shall be paid bi-weekly, on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday. In the event paychecks are held in arrears for other employee groups, the Union agrees not to contest the establishments of pay periods being one week in arrears.

SECTION C LONGEVITY

A. Longevity pay will be paid to eligible employees based on completed years of service before July 1 of the year in which the longevity pay is to be paid, according to the following schedule based on the year of service as an employee:

| At start of 5th year | • | \$100 per year |
|-----------------------|---|----------------|
| At start of 10th year | - | \$200 per year |
| At start of 15th year | • | \$300 per year |
| At start of 20th year | | \$400 per year |
| At start of 25th year | - | \$500 per year |

- B. An employee must be regularly assigned to work a minimum of five (5) hours every scheduled work day to be eligible for longevity pay. To be eligible for longevity pay, the employee must have completed the designated years of service before July 1 of the year in which the longevity pay is to be paid.
- C. The above longevity pay will be paid only once a year on the first scheduled payday in December of each year and will be paid for the year beginning July 1 through June 30. In the case of death of the employee, payment will be made to the beneficiary or estate. Longevity payments will be made on a prorated basis for retirement or resignation with satisfactory notice. Time on leaves of absence shall not count as service time.
- D. The longevity pay shall be combined with a regular pay but calculated to minimize the impact of withholding taxes.
- E. Eligible Bus Aide, Hall Security, Chapter I/Article III Aides and Paraprofessionals hired prior to July 1, 1989, and with at least five (5) years of service effective July 1, 1991, will enter the longevity schedule at the five (5) year step and will advance to higher longevity steps with each succeeding five (5) years of service. Eligible employees hired after July 1, 1989, will qualify for longevity based on date of hire in a bargaining unit position.

SECTION D BENEFITS

Minimum regularly scheduled hours of work for benefit eligibility shall be in accordance with the following:

Employees working more than six (6) hours per day shall be eligible for Health, Dental, Vision, LTD and Life Insurance (except that an employee working at least five (5) hours and who was eligible for Health and/or Dental Insurance prior to July 1, 1991, shall not loose their eligibility for such benefits as long as they continue to work at least five (5) hours per day in that position);

ARTICLE XV COMPENSATION AND BENEFITS (continued)

Employees working at least five (5) hours per day shall be eligible for Vision, LTD and Life Insurance.

- A. HEALTH INSURANCE
 - The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his dependent family; the plan to be MEBS GALAXY 3-Star Program.
 - 2. The Board will not be obligated to provide duplicate health insurance coverage. When the employee and spouse are both employees of the Board, one must elect the option package in lieu of health insurance.
 - 3. The Administration will continue to carry the health insurance for an employee who is on an unpaid leave of absence due to illness or disability after paid sick leave days have been exhausted for the remainder of the fiscal year in which the unpaid leave commences or six (6) months, whichever is longer.
 - 4. Eligible employees who do not take the health insurance benefit from the Employer may choose, in lieu thereof, to receive a payment of fifty dollars (\$50.00) each month, to be paid directly to an annuity account with the institution of the employee's choice from among those offered by the Employer or may choose to receive the benefits of any other optional benefit package the Employer may design and offer as an option in lieu of health insurance benefits. The optional benefit plan will be implemented in any manner required by law to preserve the non-taxable status of the health insurance plan.
 - 5. The Board will reimburse the employee for out-of-pocket expenses incurred to meet the required (\$50/\$100) annual health care deductible at the time the deductible has been met or at the end of the plan year, whichever comes first. The employee will provide receipts to establish only that the deductible has been paid, without disclosing the nature of the injury or illness.

B. DENTAL INSURANCE - CUSTODIAN/MAINTENANCE EMPLOYEES:

The Employer agrees to pay premiums for a dental insurance plan the benefits of which shall not be less than 80/80/50 with MBL \$1,000.

Secretary employees shall be eligible for the dental insurance plan, provided such employees meet the five (5) working hours per day requirement.

C. VISION CARE PLAN - CUSTODIAN/MAINTENANCE, SECRETARY EMPLOYEES:

The Employer agrees to pay premiums for a vision care insurance plan, the benefits of which shall be not less than those of Co-op Optical Vision Care Plan D as defined February 1, 1984.

All other employee groups shall be eligible for the vision care plan, provided such employees meet the five (5) working hours per day requirement.

ARTICLE XV COMPENSATION AND BENEFITS (continued)

D. LONG-TERM DISABILITY INSURANCE - All employee groups, provided such employees meet the five (5) working hours per day requirement:

The Employer shall provide for employees' long-term disability insurance protection which shall provide a benefit of 66-2/3 percent of the employee's monthly contractual salary based upon Appendix A, Salary Schedule, excluding additional compensation for extra duties, up to a maximum benefit of \$2,000.00 per month, which shall begin upon the expiration of ninety (90) calendar days or accumulated sick leave, whichever is greater, and continue for the duration of the disability until age seventy (70) and shall be subject to the following limitations, offsets, and exclusions:

- 1. Exclusions of injuries caused by war, insurrection, rebellion or active participation in riots or criminal acts.
- 2. Limitation of alcoholism, drug abuse, mental and nervous illness to twentyfour (24) months unless confined to a hospital or institution.
- 3. Offsets for other income benefits such as Worker's Compensation, retirement systems or plans and Social Security with Social Security Freeze.
- 4. Maximum duration of benefits in the case of any one period of total disability up to age 65 for disabilities commencing prior to age 60, for a maximum period of thirty-six (36) consecutive months for disabilities commencing on or after age 60 but prior to age 65 and a maximum of twenty-four (24) consecutive months following the end of the qualifying period or age 70 whichever occurs first for disabilities commencing on or after age 65 but prior to age 70.
- E. TERM LIFE INSURANCE All employees working five (5) or more hours per day: The Employer agrees to pay 100% of the full premium of a term life insurance plan, with double indemnity A. D. and D. benefits, according to the following schedule:

| 1. | Custodian/Maintenance | 3 7 5 | \$20,000.00 |
|----|-----------------------|--------------|-------------|
| 2. | Secretary | | \$15,000.00 |
| 3. | Food service | ÷ | \$10,000.00 |
| 4. | Other | • | \$ 5,000.00 |

F. All benefits hereunder are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carriers. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment. The employee must notify the Employer promptly of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the Employer for insurance coverage. The employer may make periodic requests for this data. Any failure to cooperate with the Employer in supplying this information or any falsification of information shall subject the employee to disciplinary action up to and including discharge where appropriate. The Employer shall not be obligated to pay premiums which would result in duplication or overlapping of coverage. Where applicable, the Employer may cover employees under one premium, with

ARTICLE XV COMPENSATION AND BENEFITS (continued)

one employee designated as the insured and any others as dependents, or may cover employees by payment of any combination of premiums which result in the least cost to the Employer for the coverage of the employees involved.

- G. In cases of acts of vandalism or burglary against employees' vehicles, while on school property during their scheduled work hours, the Board will reimburse the employee fifty percent (50%) of their insurance deductible to an amount not to exceed one hundred dollars (\$100.00) for loss of insurable items except detachable accessories. A police report of the incident to verify location of the vehicle will be required prior to any payment and the employee must agree to cooperate fully with the school district and authorities in pursuing prosecution of and restitution from the offender.
- H. Employees who are using their own transportation for carrying out the responsibilities of the school system shall be reimbursed for the mileage at the IRS established mileage reimbursement rate per mile. This would be payable on a monthly basis upon the submission of the appropriate forms, approved by the Superintendent of Schools.

SECTION I FLEXIBLE SPENDING

The Employer shall provide a flexible spending plan in accordance with Section 125 of the Internal Revenue Code to all eligible members of the bargaining unit. Employees, at their option, may reduce their salaries to be applied to Medical Reimbursement Accounts, Dependant Care Accounts and Pre-Paid Life Insurance at retirement. The costs for administration of the Section 125 Plan shall be funded through salary reduction of the plan participants.

ARTICLE XVI TERMINATION AND MODIFICATION

SECTION A

This Agreement constitutes the sole and entire agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Employer and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION B

If any specific provision of this Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions shall continue in full force and effect.

SECTION C

The parties acknowledge that during the 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 arrangements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. The Employer shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment to this Agreement concerning such subjects and matters.

SECTION D

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of thirty (30) days following the conclusion of negotiations.

SECTION E

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1995.

- 1. If either party desires to terminate this Agreement, it shall give written notice of termination sixty (60) or more days prior to the termination date. If neither party shall give notice of amendment, as herein provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days or more written notice to the current year's termination date.
- 2. If either party desires to modify or change this Agreement, it shall give written notice of amendment sixty (60) days or more prior to the termination date or subsequent termination date setting forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE XIX TERMINATION AND MODIFICATION (continued)

3. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Council #25, 23855 Northwestern Hwy., Southfield, Michigan, zip code 48075, and if the Employer, addressed to 25912 Annapolis, Inkster, Michigan, zip code 48141, or to such address as the Union or the Employer may make available to each other.

SECTION F

This entire agreement shall become effective as of July 1, 1991. Retroactivity applies to wages only unless otherwise specifically stated. Retroactivity applies only to employees on the payroll of the school district as of July 1, 1991, or deceased or retired from employment with the school district during the period of retroactivity.

SECTION G

There will be no retroactivity on grievances of any kind. Retroactivity shall not apply to the Grievance Procedure in regards to any and all grievances or cause for grievance occurring prior to the date contract is ratified by both parties.

SECTION H

The right of both sides to disagree is recognized, and the right of public employees to seek relief through orderly procedures that are set forth in this Agreement should be used at all times when such disagreements are made known.

Arbitrary actions on the part of any party which disrupt the educational function of this district may result in great disadvantages to all concerned.

Therefore, the Board of Education and Local Union 1349 hereby agree to exhaust all of their efforts to continue the growth of good will that has prevailed in this school district and further agree that mutual consideration shall be given at all times to the proper settlement of all disputes that may arise during the life of this Agreement.

SECTION I

In witness whereof, the parties have set their hands this 16th day of January, 1992.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX A WAGE SCHEDULE

| CLASSIFICATION | JULY 1, 1991 | JULY 1, 1992 | JULY 1, 1993 | JULY 1, 1994 |
|---|--------------------|-----------------|-----------------|-----------------|
| CUSTODIAL | _ / MAINTENANC | E | | |
| CUSTODIAN | | | | |
| Step 1 | \$11.42 | \$12.13 | \$12.89 | \$13.70 |
| Step 2 | 11.63 | 12.36 | 13.13 | 13.95 |
| Step 3 | 11.95 | 12.70 | 13.49 | 14.33 |
| Step 4 | 12.35 | 13.12 | 13.94 | 14.81 |
| Step 5 | 12.80 | 13.60 | 14.45 | 15.35 |
| HEAD CUSTODIAN - Secondary | 13.40 | 14.24 | 15.13 | 16.08 |
| HEAD CUSTODIAN - Elementary | 13.36 | 14.20 | 15.09 | 16.03 |
| MAINTENANCE A | 13.40 | 14.24 | 15.13 | 16.08 |
| MAINTENANCE B | 13.20 | 14.03 | 14.91 | 15.84 |
| MAINTENANCE C | 12.80 | 13.60 | 14.45 | 15.35 |
| Note: Painter becomes general maintenance, Maintenance B effective July 1, 1992. | classified Mainter | nance A for 1 | 991-92 and t | hen |
| ENGINEER | 14.37 | 15.27 | 16.22 | 17.23 |

| CLASSIFICATION | JULY 1, 1991 | JULY 1, 1992 | JULY 1, 1993 | JULY 1, 1994 | | | | | |
|------------------------|---|---|--------------------------------|-----------------|--|--|--|--|--|
| SECRETARIAL / CLERICAL | | | | | | | | | |
| PAYROLL CLERK | | | | | | | | | |
| Step 1 | 11.48 | 12.20 | 12.96 | 13.77 | | | | | |
| Step 2 | 11.78 | 12.52 | 13.30 | 14.13 | | | | | |
| Step 3 | 12.08 | 12.84 | 13.64 | 14.49 | | | | | |
| Step 4 | 12.38 | 13.15 | 13.97 | 14.84 | | | | | |
| Step 5 | 12.68 | 13.47 | 14.31 | 15.20 | | | | | |
| Step 6 | 12.99 | 13.80 | 14.66 | 15.58 | | | | | |
| SECRETARY, CLASS I-A | | l Service Sec baid leave da | retary, (With ys and holida | ays) | | | | | |
| Step 1 | 6.82 | 7.25 | 7.70 | 8.18 | | | | | |
| Step 2 | 7.01 | 7.45 | 7.92 | 8.42 | | | | | |
| Step 3 | 7.29 | 7.75 | 8.23 | 8.74 | | | | | |
| Step 4 | 7.54 | 8.01 | 8.51 | 9.04 | | | | | |
| Step 5 | 7.80 | 8.29 | 8.81 | 9.36 | | | | | |
| Step 6 | - 8.18 | 8.69 | 9.23 | 9.80 | | | | | |
| SECRETARY, CLASS I | Utility Clerk | | · . | | | | | | |
| Step 1 | 9.13 | 9.70 | 10.31 | 10.95 | | | | | |
| Step 2 | 9.53 | 10.13 | 10.76 | 11.43 | | | | | |
| Step 3 | 9.95 | 10.57 | 11.23 | 11.93 | | | | | |
| Step 4 | 10.41 | 11.06 | 11.75 | 12.48 | | | | | |
| Step 5 | 10.86 | 11.54 | 12.26 | 13.03 | | | | | |
| Step 6 | 11.18 | 11.88 | 12.62 | 13.41 | | | | | |
| SECRETARY, CLASS II | High School Secretary Sp Secretary Pr | High School Attendance Secretary High School Guidance Center Secretary Secretary Special and Compensatory Education Secretary Principals/Assistant Principals Switchboard | | | | | | | |
| Step 1 | 9.19 | 9.76 | 10.37 | 11.02 | | | | | |
| Step 2 | 9.69 | 10.30 | 10.94 | 11.62 | | | | | |
| Step 3 | 10.15 | 10.78 | 11.45 | 12.17 | | | | | |
| Step 4 | 10.64 | 11.31 | 12.02 | 12.77 | | | | | |
| Step 5 | 11.18 | 11.88 | 12.62 | 13.41 | | | | | |
| Step 6 | 11.46 | 12.18 | 12.94 | 13.75 | | | | | |

| CLASSIFICATION | JULY 1, 1991 | JULY 1, 1992 | JULY 1, 1993 | JULY 1, 1994 |
|----------------|-----------------|-----------------|-----------------|-----------------|
| F | OOD SERVICE | | 20 | |
| COOK MANAGER | 8 | | | |
| Step 1 | 8.00 | 8.50 | 9.03 | 9.59 |
| Step 2 | 8.40 | 8.93 | 9.49 | 10.08 |
| Step 3 | 9.00 | 9.56 | 10.16 | . 10.80 |
| Step 4 | 9.59 | 10.19 | 10.83 | 11.51 |
| Step 5 | 10.19 | 10.83 | 11.51 | 12.23 |
| Step 6 | 10.78 | 11.45 | ` 12.17 | 12.93 |
| 5 | | | | |
| соок | | 8 | | |
| Step 1 | 6.82 | 7.25 | 7.70 | 8.18 |
| Step 2 | 7.01 | 7.45 | 7.92 | 8.42 |
| Step 3 | 7.29 | 7.75 | 8.23 | 8.74 |
| Step 4 | 7.54 | 8.01 | 8.51 | 9.04 |
| Step 5 | 7.80 | 8.29 | 8.81 | 9.36 |
| Step 6 | 8.08 | 8.59 | 9.13 | 9.70 |
| | | | | |
| COOK HELPER | | | 3 | |
| Step 1 | 6.02 | 6.40 | 6.80 | 7.23 |
| Step 2 | 6.16 | 6.55 | 6.96 | 7.40 |
| Step 3 | 6.42 | 6.82 | 7.25 | 7.70 |
| Step 4 | 6.68 | 7.10 | 7.54 | 8.01 |
| Step 5 | 6.95 | 7.38 | 7.84 | 8.33 |
| Step 6 | 7.20 | 7.65 | 8.13 | 8.64 |

Classification of cafeteria personnel fall into three (3) categories - Cook Manager, Cook, and Cook Helper.

Determination of anniversary date - All employees shall be assigned an anniversary date of August 1, nearest their date of initial employment. This means an employee hired between August 1 and January 31 has the anniversary date of the previous August 1. An employee hired between February 1 and July 31 will have an anniversary date a year from the preceding August.

| CLASSIFICATION | JULY 1, 1991 | JULY 1, 1992 | JULY 1, 1993 | JULY 1, 1994 |
|--|-----------------|-----------------|-----------------|-----------------|
| AIDE / PARAPROFE | SSIONAL / SE | CURITY | | 1 |
| TEACHER AIDE | | | | |
| Step 1 | 5.31 | 5.64 | 5.99 | 6.36 |
| Step 2 | 5.56 | 5.91 | 6.28 | 6.67 |
| Step 3 | 5.89 | 6.26 | 6.65 | 7.07 |
| Step 4* | 6.22 | 6.61 | 7.02 | 7.46 |
| Step 5** | 6.56 | 6.97 | 7.41 | 7.87 |
| Step 6*** | 6.87 | 7.30 | 7.76 | 8.25 |
| * Paraprofessional (10 hrs) ** Paraprofessional (20 hrs) *** Paraprofessional (30 hrs) | | | | |
| BUS AIDE |] | | | |
| Step 1 | 5.43 | 5.77 | 6.13 | 6.51 |
| Step 2 | 5.75 | 6.11 | 6.49 | 6.90 |
| Step 3 | 6.61 | 7.02 | 7.46 | 7.93 |
| HALL SECURITY LEADER |] | | | |
| Step 1 | 8.61 | 9.15 | 9.72 | 10.33 |
| Step 2 | 9.27 | 9.85 | 10.47 | 11.12 |
| Step 3 | 9.59 | 10.19 | 10.83 | 11.51 |
| HALL SECURITY/IN-HOUSE DETENTION | | | | |
| Step 1 | 7.54 | 8.01 | 8.51 | 9.04 |
| Step 2 | 7.94 | 8.44 | 8.97 | 9.53 |
| Step 3 | 8.33 | 8.85 | 9.40 | 9.99 |
| Step 4 | 8.52 | 9.05 | 9.62 | 10.22 |

The Westwood Schools Board of Education and AFSCME Council 25, Local 1349, hereby clarify the intent of Article XII, Section G, to apply to secretaries as follows:

- Secretaries shall suffer no loss of their normal annual compensation due to an "Act of God Day."
- 2. In the event that the secretary's scheduled work year will not be rescheduled to make up a work day canceled as an "Act of God Day," the secretary will be paid for that "Act of God Day." Any rescheduled day will be paid in the pay period in which worked.

FOR THE BOARD

Date: //

ndhel

Date:

The Westwood Schools Board of Education and AFSCME Council 25, Local 1349, hereby agree to undertake a review and analysis of all secretary classifications, for potential recommendation for adjustment. Such review shall be accomplished by representatives selected by the Union and Board administration respectively.

FOR THE BOARD

Date: Mar

MARCH 25, 1492

Date:

The Westwood Schools Board of Education and AFSCME Council 25, Local 1349, hereby agree to monitor the hours of work of the Secretary 1-A position during the period of January 1, 1992 through March 31, 1992. The parties will then meet to review the hours of work for the position.

FOR THE BOARD

Date: 11/2

unu uC=

Date: MARCH 25, 1492

The Westwood Schools Board of Education and AFSCME Council 25, Local 1349, hereby agree to amend the provisions of Article XV, Paragraph D., (Long-term Disability Insurance) to the extent necessary to bring such provisions into conformance with the Age Discrimination in Employment Act. The insurance carrier will be forwarded a copy of this Agreement as notice to ensure that the applicable insurance certificate is in compliance with the Age Discrimination in Employment Act.

The remainder of Article XV, D., shall remain in full force and effect.

FOR THE BOARD

Date:

Jankel

Date: MARCH 25, 1992

LETTER OF AGREEMENT BUILDING CHECK PROGRAM

In an effort to minimize maintenance problems during the heating season, AFSCME Council 25, Local 1349 and the Westwood Community Schools hereby agree to establish routine inspection of the Westwood School District buildings as outlined below:

<u>CONSOLIDATED BUILDING CHECK ROUTES</u>: Three (3) consolidated routes, each requiring approximately equal effort to complete and each guided by a checklist specific to that route would be established:

- * Annex-Allen-Daly
- * Thorne-Tomlinson
- * Robichaud

<u>BUILDING CHECK SEASON SCHEDULE</u>: The season schedule would be maintained by the Plant Engineer for each Building Check Route to be completed during the heating season, subject to approval by Supervisor.

<u>CHOICE OF SCHEDULE DATES</u>: The season schedule would be arranged giving first option of schedules dates to Head Custodians of the buildings to be checked; second option to other Head Custodians; and third option to Annex Maintenance Staff.

<u>TROUBLESHOOTING</u>: Under the direction of the Supervisor, the Plant Engineer will see that all season schedule slots are filled and will act as primary troubleshooter for scheduling problems as well as mechanical problems throughout the heating season (including arranging substitutes if required):

EARLY CHECK TIME: All Building Checks will be completed in the morning whenever possible in order to identify any problems early in the day.

BUILDING CHECK PAY: Completion of each Building Check Route will be considered equivalent to a 2hour overtime call-in, except paid at a forty dollar (\$40.00) flat rate stipend per building check route. Any necessary work beyond the routine building check (e.g., necessary repairs) will be paid at the employee's appropriate rate of pay, including applicable overtime. A completed <u>Overtime Work Sheet</u> and completed <u>Building Checklist</u> will be attached to each individual's time card for each pay period. Any work beyond the scope of the Building Check will require authorization by the Supervisor of Maintenance.

<u>ON-GOING EVALUATION</u>: Head Custodians and the Plant Engineer will meet monthly with the Supervisor throughout the heating season in order to evaluate the effectiveness of the checklists, and program in general, and to recommend changes as necessary.

FOR THE WESTWOOD COMMUNITY SCHOOLS

Date

FOR AFSCME COUNCIL 25 LOCAL 1349 (AFL-CIO)

Date

BUILDING CHECK GUIDELINES

- Two (2) hours pay Building Check Completion of Checklist/do entire route.
- Any work completed beyond checklist, punch in again after approval of the building check.
- Any work beyond the building check must be approved by Supervisor of Maintenance.
- Any problems during building check call <u>Plant Engineer first</u>.

- Building <u>checklists</u> must be completed and <u>attached to time cards</u>.
- Building Check <u>Season Schedule</u> will be responsibility of Plant Engineer.
- Head Custodian of building to be checked Other Head Custodians Annex Maintenance Staff For choice of <u>placement on B.C. Season Schedule</u>

1st option 2nd option 3rd option

Building Checks to be <u>completed</u> by 12:00 noon.

ROBICHAUD

| | Drive-by Window Ch | neck |
|---------------|--------------------|--------------------------|
| | Boiler Pressure | psi |
| (| Low Water Cut Out | Test on Steam Boiler |
| | Vacuum Pumps/Con | idensate Pumps |
| | Air Compressor | psi Tank Pressure |
| | | |
| | Pump Room Pumps | #1 |
| | 2 | #2 |
| | | #3 |
| | | #4 |
| | | #5 |
| | | |
| | Pool Check | |
| | | 8 |
| | Fan Rooms | Boiler Area |
| | | Pool Area |
| 1 | | Glass Hall |
| | | Administration Wing |
| | | Auditorium |
| | | Auto Shop |
| 7 | Walk through Wash | rooms/Classrooms/Offices |
| | | |
| NOTES: | | |

DALY - ALLEN - ANNEX

| DALY | | | | | | |
|--------|---------------|-----------|--------|---------|----------|-------------|
| | Drive-by Win | dow Check | | | | |
| | Boiler Temp. | - | _° F. | | | |
| | Boiler Press. | | psi | | | |
| | Pump #1 | Running | | _° F | Return | Water Temp. |
| | Pump #2 | Running | | ° F | Return | Water Temp. |
| | Pump #3 | Running | 3 | _• F | Return | Water Temp. |
| | Air Compress | sor | psi | Tank | Pressure | |
| | Walk through | - Washro | oms/Cl | assrooi | ns/Offic | e |
| NOTES: | | | | | | |

ALLEN

| | Drive-by Win | ndow Check | | |
|-----------|--------------|--------------|-------------|---------------------|
| . <u></u> | West Boiler | Temp | ° F. | |
| | West Boiler | Press. | psi | |
| | Pump #1 | Running | ° F | Return Water Temp. |
| | Pump #2 | Running | • F | Return Water Temp. |
| | Pump #3 | Running | ° F | Return Water Temp. |
| | Pump #4 | Running | ° F | Return Water Temp. |
| | Walk throug | h - Washroor | ns/Classroo | ms/Office/Vestibule |
| | East Boiler | Temp. | ° F. | |
| | East Boiler | Press. | psi | |
| | Pump #1 | Running | ° F | Return Water Temp. |
| | Pump #2 | Running | ° F | Return Water Temp. |
| | Pump #3 | Running | ° F | Return Water Temp. |
| | Air Compres | ssor | psi Tank | Pressure |
| NOTES: | | | | |

ANNEX

| | Drive-by Wind | dow Check | | | | |
|--|---------------|-----------|-----|-----|--------------------|--|
| | Boiler Temp. | | °F | | | |
| ************************************** | Boiler Press. | | psi | | | |
| | Pump #1 | Running | | ° F | Return Water Temp. | |
| | Pump #2 | Running | | ° F | Return Water Temp. | |
| | Pump #3 | Running | | • F | Return Water Temp. | |
| | Walk through | | | | | |
| NOTES: | | | | | | |

THORNE

| | Drive-by Window C | heck | |
|--------|---------------------|----------|--------------------|
| | Lower Boiler Temp. | ° F | |
| | Lower Boiler Press. | psi | |
| | Pump #1 Runn | uing° F | Return Water Temp. |
| | Pump #2 Runn | uing° F | Return Water Temp. |
| | Pump #3 Runn | ing° F | Return Water Temp. |
| | Pump #4 Runn | uing° F | Return Water Temp. |
| | Pump #5 Runn | uing° F | Return Water Temp. |
| | Pump #6 Runn | uing° F | Return Water Temp. |
| | Air Compressor | psi Tank | Pressure |
| | Upper Boiler Temp | ° F | |
| | Upper Boiler Press. | psi | |
| | Pump #1 Runn | ing° F | Return Water Temp. |
| | Pump #2 Runn | uing° F | Return Water Temp. |
| | Air Compressor | psi Tank | Pressure |
| | Walk through - Wa | | |
| NOTES: | 121 | | * |

TOMLINSON

| | Drive-by Window Check | |
|--------|-----------------------------|------------------------|
| | Steam Boiler Pressure | psi |
| | Low Water Cut Out Test on S | Steam Boiler |
| | Condensate Tank Temp. | • F |
| • | Hot Water Boiler Temp. | ° F |
| | Hot Water Boiler Press. | psi |
| 2 | Pump #1 Running | ° F Return Water Temp. |
| | Walk through - Washrooms, | /Classrooms/Office |
| NOTES: | 1000 IN | |

