

MASTER AGREEMENT
BETWEEN THE
ST. LOUIS BOARD OF EDUCATION
&
USW
ST. LOUIS SUPPORT STAFF
LOCAL 2-540

2009-2010

2010-2011

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ARTICLE 1

RECOGNITION

- A. This Master Agreement is entered into between the Board of Education of the St. Louis Public Schools, hereinafter referred to as the "District" and on behalf of the USW Local 2-540 hereinafter referred to as the "Union."
- B. The District hereby recognizes the Union as the exclusive representative for all full-time and regularly scheduled part-time clerical, administrative assistants, paraprofessionals, custodial and maintenance personnel, transportation, preschool workers, aides and all other support staff personnel. Excluded from the bargaining unit are the secretary(s) to the Superintendent, supervisors, substitutes and all other employees.
- C. Further excluded from the terms and conditions of the Agreement are third parties hired as subcontractors, students, volunteers, and temporary hourly help not employed on a regular basis. Temporary shall be defined as persons employed to meet seasonal needs or to fill employment demands of a particular temporary situation. Absent agreement between the parties on a longer period of time, the employment of a temporary position will not exceed sixty (60) work days.
- D. It is expressly recognized by the parties that the Transportation Supervisor, Operations Supervisor, and Director of Operations may continue to perform bargaining unit work of the same kind and nature and to the same extent as has been done in the past provided that such work will not be expanded in such a fashion as to result in the loss of hours available to another employee under the jurisdiction of the supervisor. It is understood that supervisory employees may perform bargaining unit work in circumstances such as emergency situations, when operational difficulties are encountered, in the testing of materials and equipment and in the instruction or training of employees.
- E. It is further agreed that the Union will sign and execute upon demand, any required releases to utilize youth employees under the Job Training and Placement Act or similar state or federal programs.
1. Full time employee: Person working at least 5 days per week, Monday-Friday, 40 hours per week, 8 hours per day, 1725 (administrative assistant), 2080 (custodial) hours per year.
 2. Regular School Year Employees: Person working 20 hours or more a week during the student school year.
 3. Regular Part-time School Year Employee: Person working less than 20 hours per week during the student school year.
 4. Bus Drivers: Bus drivers are regular school year employees if they work two (2) or more regular routes per day.
 5. Sub-Workers: Person working to fill in for regular employees who are on sick leave, vacation days, personal days, leave of absence, or in an emergency case when needed.

ARTICLE 2

DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions there from or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board.

Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the rights set forth herein being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement. Rights reserved exclusively herein by the District, which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the impact of such action and shall 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 district.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts, hours of work, length of work year, starting and ending times, and scheduling of all the foregoing, 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, to evaluate and determine the criteria and procedures upon which employees are evaluated, to establish and amend job descriptions, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, 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 the subcontracting thereof, the automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt and amend policies, rules and regulations.
6. Determine the qualifications of employees, including physical conditions.

7. Determine the location or relocation of its facilities and equipment, 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.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. 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.
11. Determine the policy affecting the selection, testing or training of employees. At the discretion of the supervisor, district training sessions shall take place before the start of the school year or during in-service days. A minimum of seven (7) calendar days notice will be given during the school year for required training, and a minimum of fourteen (14) calendar days notice will be given for required training during the summer.

ARTICLE 3

UNION SECURITY

- A. All employees covered by this Agreement shall as a condition of continued employment, following thirty (30) calendar days from the effective date of this Agreement or thirty (30) calendar days from their date of hire, whichever is later, pay either:
 1. Union membership dues; or
 2. A Union representation service fee.
- B. The payroll deduction of dues and fees is required under the terms of this agreement. The District therefore agrees to payroll deduct dues and representation service fees, pursuant to the authority set forth in MCLA 408.477. Employees must complete an authorization for payroll deduction every year.
- C. Deductions for any calendar month shall be remitted to the designated Union financial officer, once a month along with a list of names all employees from whom deductions have been made.
- D. The Union agrees to indemnify and save the District, including individual school Board members and their agents, harmless against any and all fees, awards, claims, demands, costs,

suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

ARTICLE 4

UNION AND EMPLOYEE RIGHTS

- A. Subject to obtaining prior authorization from the Superintendent or his/her designee, the Union shall have the right to use school district facilities and office equipment (i.e. copy machine, etc.). In the event there is cost incurred through such usage or damage resulting from such use, the Union will reimburse the District for such costs.
- B. Subject to obtaining prior approval of the Superintendent or his/her designee, duly authorized representatives of the Union who are not employees of the District will be permitted to transact official Union business on the District's premises.
- C. The Union shall have the right to post official notices of Union activities and other correspondence in locations in each building designated by the Superintendent or his/her designee. The notices will be signed and dated by the Union official responsible for the distribution of the posting.

Subject to the rules and regulations of the postal authorities, the Union may use the inter-district mail service and mail boxes for the distribution of correspondence to bargaining unit employees.

The rights conveyed in this provision will not be used to distribute information, which is detrimental or derogatory with respect to the District, its employees or the Board of Education.

- D. No employee who has completed the probationary period set forth in Article 7 shall be disciplined without just or reasonable cause.
- E. Employees on the negotiation team will not lose pay for hours associated with negotiations sessions, which the parties have mutually agreed to schedule during an employees working hours.

ARTICLE 5

VACANCIES

- A. Any employee interested in applying for a vacancy may do so within five (5) working days from the date the vacancy notice is posted. A posting will occur when:
 1. A new position is created by the board.

2. An existing position becomes vacant provided that the Board intends to fill the position.
3. The hours of an existing position change 1 hour or more, per day or 5 hours or more per week for a time period longer than 1 month for full year and school-year employees.
4. The scheduled work time changes more than 2 hours before/after the original scheduled time frame for a time period longer than 1 month for full year and school year employees.

Vacancies which result from an employee being awarded a vacant position pursuant to this provision shall be posted for a period of at least three (3) working days and awarded on the same basis as the initial vacancy, and all filled vacancies will not be effective until the entire chain of changes has been determined.

An employee interested in applying for a vacancy may do so in writing, within five (5) working days from the date the vacancy is posted. The employee will have two (2) hours to accept the posting once awarded the vacancy by signing and dating the "Job Posting and New Positions Award Letter".

When a vacancy occurs in the custodial department, the posting will include at a minimum a definition of the building, and area the successful bidder will be responsible for.

Basic Skills testing will be made available in the fall and spring for employees interested in pre-qualifying for positions. A list of test dates along with the appropriate supervisor will be posted in each building by September 1st and February 1st of each school year. Employees interested in testing must contact the appropriate supervisor no later than five (5) calendar days before the test date. If an employee fails any test, they may retest at the next scheduled testing date. (See tests in Appendix C)

B. Vacancies will be filled in the following order:

1. The employee with greater seniority within the division in which the vacancy exists shall be given preference as long as that employee satisfies all requirements contained in state and federal law, including the requirements in the No Child Left Behind Act (NCLBA), and successfully passes the basic skills test for the position, as agreed upon between the Union and the School Board (any changes to the test must be mutually agreed upon between the School Board and the Union.)
2. Within the bargaining unit employees, if the position wasn't filled per #1, then the most senior qualified employee shall have the right to bid on the job and be awarded the position as long as the employee satisfies all requirements contained in state and federal law, including the requirements in the NCLBA and successfully passes the basic skills test for the position..
3. Within the bargaining unit employees, if the position wasn't filled per #1 or #2, then the provisions found in Article 8, Layoff and Recall shall be applied.
4. The most highly qualified applicant (whether internal or external to the bargaining unit) that satisfies all requirements contained in state and federal law, including the

requirements in the NCLBA, and successfully passes the basic skills test for the position. If a non union member is selected, the Union Chairperson will be notified in writing three (3) working days prior to awarding the position.

5. All applicants will be notified with written response after the vacancy has been filled.
6. The results of the basic skills test are not subject to the grievance procedure; however, a union representative will be present during the testing.
7. When there are multiple but separate job postings with the same dates, the awarding of positions will be done after the administration and union representative(s) meet to determine seniority and qualifications of the applicants.

In the event a bargaining unit member is selected, the employee will be placed on a fifteen (15) work day trial period in the new position. During the trial period, the employee may be removed from the position based upon unsatisfactory performance. In such instances, the employee will be returned to their former position. During the trial period, the employee's former position may at the District's option be filled with substitutes, temporary employees or students.

Any employee granted up to 2 positions under this Article shall be prohibited from applying for another position until the following July 1st from the effective date of the assignment in the position.

- C. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option for thirty (30) work days. In such instances, substitutes will be utilized to temporarily fill the position.
- D. Employees interested in being notified of vacancies, which arise during the summer for the following school year, must submit a written request to the Superintendent by June 1. Interested employees must provide the school with self-addressed, stamped envelopes for notice of vacancies by the School. Such postings shall be sent at least three (3) days prior to the posting date.
- E. Subject to administrative approval through the procedures set forth above and the provisions set forth below, employees may maintain two (2) separate positions:
 1. The combination of hours does not exceed forty (40) hours and there is no conflict between the beginning and ending time for each position throughout the duration of the assignment.
 2. If both positions involve uniform allowances, the uniform (excluding shoes) allotment shall be given for each position consistent with the provisions of Article 13, Section I.

3. At the time of appointment, the employee must designate one classification for purposes of the extra hours and overtime rotation under Article 13, Section C.
 4. The accrual and use of vacation time will be governed by Article 11, Section A, and the use of vacation shall not conflict with either of the employees assignments.
 5. The work hours in positions will not be combined for benefit purposes (i.e. insurance, paid leave time, etc.)
 6. For purposes of future posting, the jobs will be considered as separate entities.
 7. The layoff and recall provisions will be implemented independently with respect to each position held.
- F. A temporary job vacancy is a vacancy, which is known to exist for at least forty-five (45) work days. Such vacancy shall be posted district wide and filled with the highest senior qualified bidder. The district may however, post a temporary vacancy of less than forty-five (45) working days at their discretion.

There shall only be one (1) job posting per temporary vacancy, and it is mutually agreed that any subsequent temporary vacancies, will be filled with substitutes.

ARTICLE 6

TRANSPORTATION PROVISIONS

- A. The District reserves the right to issue rules and regulations for the implementation of the Omnibus Transportation Employee Testing Act.

Any driver who tests positive for controlled substances or alcohol, or who refuses to submit to testing, or who acquires enough points to lose his/her license, will be subject to immediate discharge without recourse to the grievance procedure.

- B. Route Assignments:

1. Route Selection Meeting: During the summer preceding each school year, the Transportation Supervisor, shall develop and design all necessary routes for the ensuing school year. A route selection meeting will be held during the month of August on a date set by the supervisor, for selection of regularly scheduled routes by

seniority. Supervisor will notify all transportation employees ten calendar days prior to meeting date. All regularly scheduled routes in operation shall be posted for selection not later than the Friday preceding the route selection meeting. All regular routes will have a set time limit of two (2) hours, except for summer routes, which will have the exact hours of the route, rounded to the nearest quarter hour. Kindergarten runs will have a set time of one and one half (1.5) hours. All run selections will be made in writing. A bus driver can work a maximum of 8 hours of regular runs. Regular runs include regular bus routes, vocational education routes and pre-primary impaired routes. The most senior employee shall have first choice of assignment to a regular scheduled route. Selections shall continue in order of the next most senior employee until all regularly scheduled routes have been assigned.

Drivers will be paid up to three hours pay for attendance at the annual mandatory route selection meeting at the standard hourly meeting pay rate. Once a driver has selected a run, he/she may be excused by the supervisor and will sign out for pay purposes. A driver's attendance after three hours to select a route will be voluntary and without pay.

2. When a regular run becomes vacant or a newly established route is created during the school year a written notice of such vacancy will be posted for a period of at least 4 calendar days before it is filled. The most senior eligible employee applying for the route within the specified posting period shall be awarded the route for the remainder of the school year. All vacancies, which result from an employee being awarded a route change pursuant to this provision, shall be awarded using the multiple posting system. All transportation employees wishing to be considered for an open job and any jobs created by the awarding of a job shall sign the original job posting. All jobs will be awarded by highest seniority until all jobs are filled. All route changes shall not be effective until the entire chain of changes has been determined, and the initial vacancy may be filled by a substitute driver until the effective date of all route changes.
3. The Board reserves the right to make any changes in routes, stops, length and number of runs and routes as necessary, for the efficient operations of the transportation system in order to meet requirements and/or needs of the district. In the event of an elimination of a vocational, or PPI run, the affected driver/drivers may bump the lowest senior driver with a PPI, or vocational run that fits into their schedule. In no case will any rearranging of the driver's schedule be allowed to fit in a lost run.
4. In an emergency, the Transportation Supervisor may place an employee on temporary assignment of up to 30 working days in a vacant or newly established route. In the event that is not mutually agreeable to extend the temporary assignment, the employees shall revert to their former route
5. Any driver who is unable to attend the route selection meeting may execute a written authorization or power of attorney to any person to act on their behalf in the selection of routes. Should no one be empowered to act on the employee's behalf, the absent

employee shall be assigned the last route available at the route selection meeting. The employee must notify management by the second business day after the route selection meeting or the employee will be considered to abandon their rights for a position. Employees who are not assigned a route in the route selection meeting because they choose not to bid, may be assigned available routes by the Employer.

- C. Drivers are responsible for pre-trip and post-trip responsibilities as directed by the Transportation Supervisor and said time will be included in the hours for payment of the extra trip.
- D. Extra Trip Assignments
 - 1. The following procedures and provisions apply to extra trips between the period of the first student day in the fall and the last student day in the spring. (The Transportation Supervisor shall contact each driver individually to report to his/her office in rotational order and shall oversee the proper signing by each driver of all trips in a timely order.)
 - a. In addition to drivers' regular runs, additional wages can be earned by driving for extra trips between the period of the first student day in the fall and the last student day in the spring. Whenever possible, extra trips will be posted on Wednesday, 6 a.m. the week prior to when jobs will be performed for the drivers to choose based on the seniority list on a rotational basis. Once a trip is selected, no changing or swapping of trips is allowed. If a trip comes in after Wednesday, 6 a.m. it will be posted immediately after the Wednesday list of jobs are awarded. The next driver on the list following the last driver awarded a job will be notified by the Transportation Supervisor that a job is posted and it is their turn and shall continue in rotation until job or jobs are awarded. A substitute driver may be used if no regular driver is available or if no regular driver accepts the job. When selecting trips, drivers may not accumulate more than 40 hours per week. An employee may be bypassed for a trip assignment if the trip would cause the bus driver to exceed 40 hours in the same work week, unless overtime rates would otherwise be paid regardless of exceeded 40 hours in the work week. The Transportation Supervisor will maintain a roster for this purpose.

After a driver selects a trip, he/she will sign their name to the job selected. If they choose not to accept the trip, they will write no on that trip. If a driver chooses to not accept any job when multiple jobs are posted, they will write no on all jobs and they will not be eligible to sign said jobs. If the 40 hour rate causes a driver to be unable to sign the job but they would work if overtime is implemented the driver must write the word "hours" on the job posting for that job and they will be eligible to sign if their turn comes up. If a person is "not available" when their turn comes up do to an absence for illness, personal day, bereavement day, or a day off, "N/A" will be placed by their name by the Transportation Director and the next driver on the trip list will be notified by the Transportation director. The Transportation Director will place his/her initials next to the "N/A".

Drivers must sign the trip list as soon as possible after being notified by the Transportation Supervisor. If a driver does not report as soon as possible to the office when told by Transportation Supervisor to do so, N/A will be placed by their name by the Transportation Supervisor and they shall lose their turn to the next driver. It is the individual driver's responsibility to report to the Transportation Supervisor's office and to be prepared to sign job posting sheet as directed. The Transportation Supervisor shall bypass any driver that fails to report to his office as directed and that driver shall lose their turn.

If a driver cancels any trip, said trip will be posted immediately following the awarding of all jobs on the Wednesday list by the Transportation Supervisor and the next driver following the last driver to be awarded a job will be notified by the Transportation Supervisor that they are next to sign on the trip sheet. The not over 40 hours in one week rule shall apply. If a driver's trip is canceled by administration, that driver will be first on the next trip posted. The administration shall make every effort to minimize the canceling of trips and the timely posting of all jobs. The rotation will then continue down the list as scheduled until awarded. The finalized list for the next week will be posted after all jobs are awarded.

All drivers of extra trips will remain at the site for the entire duration of the trip, except drivers will be allowed to leave for meal breaks. Violation of this provision will result in 1). First offense – written warning, 2). Second offense – 1 day off without pay, 3). Third offense – Ineligible for extra trips the remaining of the school year.

- b. In the event no driver volunteers, the Transportation Supervisor reserves the right to assign the least senior driver to perform the work, or assign the work to a substitute.
- c. In the event the trip is canceled without at least four (4) hours notice prior to the scheduled starting time, the driver will be paid a cancellation fee of two (2) hours trip rate pay. If the cancellation is due to bad weather, this provision will not apply.
- d. On overnight trips, the district will provide lodging at no cost to the bus driver, and shall pay for all on duty hours at the current trip rate. On duty hours shall include all hours except eight (8) hours sleep time per day or that time between being released at some time of the day until the start time the following day whichever is longer. Released means the driver is free to go and do as he/she wishes and is not on call during this timeframe and is not required to report until the next day. The driver and trip supervisor will be required to sign a release form at the end of each activity and/or day.
- e. All field trips will require at least one school employee in attendance per bus, in addition to the bus driver.

- f. For each four (4) hours on a trip, \$8.00 will be paid for meal allowance, and will be added to the employees pay check. A maximum of three (3) meals per day will be paid to the driver.
 - g. A minimum of one and one-half (1 ½) hours at the extra trip rate will be paid for trips. When a driver gives up their regular run to perform an extra trip due to timing conflicts, the first hour of said trip shall be paid at the regular run rate.
2. The following procedures and provisions apply to summer work, which occurs between the last day of student instruction in the spring and the first day of student instruction in the fall.
- a. By June 1 each year, drivers interested in summer driving, will provide a written notice to the Transportation Supervisor of their interest which must include the weeks during which he/she is available and the time of day and phone number at which the driver can be reached.
 - b. Summer work will be offered on a seniority-based rotation from the list of those drivers who provided the required written notice to the Transportation Supervisor and subject to the following condition:
 - 1. Drivers declining such work will be charged for the time as if he/she performed the work.
 - 2. In the event no driver elects the summer work, the District reserves the right to assign the work to the least senior driver who provided the required written notice to the Transportation Supervisor.
 - 3. Once a trip is accepted, the driver is obligated to perform the work unless good cause can be shown by the driver that he/she should be excused. The assignment will be for the entire summer, with written acceptance by the driver.
- E. Drivers will be paid \$8.50 per hour for required meetings and state mandated tests (excluding CDL testing). This rate will also be paid for required meetings with administration and/or parents regarding the enforcement of the student code of conduct and for pre-approved time associated with route scheduling.
- F. The District will reimburse bus drivers for the cost of their Commercial Drivers License. Should the driver leave the employment of the district or accept a job offer in the district in another classification prior to the expiration of the license, the driver cost associated with the unexpired term of the license will be payroll deducted from the driver's paycheck as a condition of this master contract pursuant to the authority set forth in MCLA 408.477.

- G. All school employees that are required to have a CDL license will be reimbursed for out of pocket cost of a CDL physical every year.

ARTICLE 7

SENIORITY

- A. Seniority shall be defined as the length of continuous service to the district within the following Divisions from the employee's last date of hire within the Division. Seniority shall only accrue and shall only be applied within the following Divisions:

<u>Division</u>	<u>Classification(s) within the Division</u>
2	Administrative Assistant
3	Bus Drivers
4	Special Education Paraprofessional Title I Paraprofessional Library Paraprofessional Building Clerk Classroom Aides Early Childhood Aide
5	Maintenance Custodial Journeyman Plumber/Maintenance Apprentice Plumber/Maintenance

The seniority list shall be posted by division and in each building by October 1 each year and whenever staff changes occur. The union chairperson along with union division representatives will receive updated copies. Objections to the list shall be filed within ten (10) days of posting.

Employees accepting a position in another division and/or classification will be changed on the seniority list as of the first day of the new position.

Service provided as a substitute and prior service by employees who are rehired shall not be counted for purposes of seniority or other benefits under this Agreement.

An employee who accepts a position in another Division will have his/her seniority accrued in his/her prior Division frozen.

Employees, who are working in more than one Division at the same time, will accrue seniority on both lists for time worked in each Division.

Employees working less than twenty (20) hours per week (excluding bus drivers), for the full work year will receive one-half (1/2) year of seniority credit. Employees working twenty (20) or more hours per week for the full work year will receive a full year of seniority credit. Hours as referenced herein refer to the employees' regular schedule of hours for the year.

- B. All newly hired employees shall serve a forty-five (45) calendar day probationary period. There shall be no seniority granted to probationary employees. However, upon successful completion of the probationary period, the employee's seniority date shall reflect the employee's initial date of hire as a regular employee. Any work time missed during the probationary period will serve to extend the forty-five (45) calendar day period.

Probationary employees shall not be entitled to paid leave time or holidays. However, upon completion of the probationary period, the employee will be credited with the paid leave days (excluding holidays) which he/she would have earned and vacation credit if applicable. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.

- C. The bargaining committee shall head the district seniority list in their division for the purpose of lay-off and recall during their term of office providing they have the ability to perform the work required.

Upon completion of his/her full term of office, the committee member shall be returned to his/her position on the seniority list in accordance with their years of service. If their previous position does not exist, then the employee will be placed where his/her seniority places them in accordance with Article 8.

ARTICLE 8

LAYOFF AND RECALL

- A. A layoff for purposes of the procedures set forth herein shall include a reduction of hours of one (1) hour or more per day or five (5) hours or more per week of the employees regularly scheduled hours.

- B.
1. In the event a reduction in staff is implemented, employees in affected positions within the classification (See Article 7) shall be allowed bumping rights at the time of layoff to a position held by a lesser senior person within the classification provided the employee is qualified as stated per Article 5 B1. If the employee being affected above has less than eight years seniority, they must bump the least senior person within the classification provided the employee is qualified as stated per Article 5, B1. Employees shall be given up to forty-eight (48) hours to exercise their bumping rights. If the employee chooses not to bump into a position they are qualified for under this provision, they will be considered permanently laid-off, and the employee will not be subject to recall.
 2. Provided the employee(s) are qualified, employees ineligible for bumping rights under B (1) above, shall be provided bumping rights into another classification within the Division, and in such instances shall be implemented in the same manner as under Section B (1).
 3. Bumping rights to another Division shall be restricted to employees ineligible for bumping under Section B(1) and B(2). Bumping in such instances will be implemented in the same manner as under Section B (1).
 4. The District will provide employees notice of layoff at least thirty (30) calendar days in advance of the layoff. In the event of a reduction of hours, the district will provide notice of at least five (5) student calendar days in advance of the reduction of hours.
 5. The district will notify the unit union president, St. Louis support staff, in writing, of any reduction of hours or layoff at least three (3) working days in advance of employee notification.
- C. Probationary employees are not eligible for recall under the provisions set forth herein. Laid off employees will be recalled in inverse order of layoff to: first, vacancies within the classification from which they were laid off; second, to classifications within a Division in which they were laid off; third, to any open job in the district for which they are qualified.

Recall rights are restricted to non-probationary employees and only for a period of 24 months from the effective date of layoff.

No new employees shall be hired until all qualified laid off employees are recalled to what ever work is available for which they are qualified.

When a position becomes available, all eligible employees on the recall list will be notified by registered mail at the same time. The notification and testing process will be completed within ten (10) working days. Such notice will be forwarded to the employee's last known address. Failure to return as directed shall be considered a voluntary resignation and is not subject to review through the grievance procedure set forth herein.

ARTICLE 9

PAID LEAVE DAYS

- A. 1. Employees will accrue one (1) sick leave day for each twenty (20) days worked. An employee must physically work at least seventy-five (75) percent of the work days (excluding authorized paid vacation days) in a month to receive a sick leave day credit for the month.

Unused sick leave days may accumulate to a maximum of one hundred twenty (120) days with the condition that the LTD would be changed to start after 120 days.

Accumulated sick leave days may be utilized for the following reasons:

- a. Illness of the employee.
- b. Up to fifteen (15) days per year may be authorized for illness of any family member, which requires the employee's presence.
- c. Any employee having worked for St. Louis Public Schools for at least ten (10) years shall be paid for accumulated sick leave days at the time of retirement, resignation, or death, to the maximum of 120 days payable to the following schedule:

\$28 per day for the first 60 days

\$33 per day for the second 60 days

For less than full-time employees the above schedule will be pro-rated based on number of hours worked per day. For the purpose of this provision, regular school year employees as defined in Article 1.E.2., will be considered full time employees.

Employees should schedule routine doctor and dentist appointments outside of work hours.

The use of sick leave for purposes not detailed herein is prohibited.

In the event that school is dismissed early or cancelled, when a staff member has previously called in and is already at home ill, the staff member should still receive a full day (or ½ day if requested) of their paid sick time. They will not get docked if their sick time was already established.

Employees will accrue sick leave on July 1 for the ensuing year. Full year employees will accrue 12 days of sick leave and school year employees will accrue 10 days. The number of hours in a sick day will be considered to be the same as the number of hours in an employee's average work day. For example, if an employee works 8

hours per day, the employee would receive 8 hours of sick pay. If an employee works 6.5 hours per day, the employee would receive 6.5 hours of sick pay. Hours will be kept to the nearest quarter hour. If an employee leaves before the end of the fiscal year for full-year staff or the end of the school -year for school year staff, the number of sick days will be prorated to reflect the actual amount of time worked.

2. Employees absent due to a compensable injury under the Worker's Compensation Act, will receive a prorated portion of sick leave pay for each day of absence. If he/she has no sick leave accumulation or has exhausted his/her accumulation, the employee will only receive those amounts provided by the Act.

Notwithstanding any other provision of this Agreement, the District reserves the right to establish restricted positions for employees with Worker's Compensation disabilities and the working conditions associated the positions.

- B. Five (5) consecutive scheduled working days may be taken for funeral and bereavement due to the death of a spouse, child, grandparent, siblings, grandchild, parents, in-laws, step-parents, and step-children or other members of the immediate household. Three (3) consecutive scheduled working days may be taken for funeral and bereavement due to the death of an aunt, uncle, niece or nephew. All consecutive funeral and bereavement days must coincide with the actual day of the funeral services. In instances where this is not possible, a written explanation will be required to be submitted to Central Office. In the event that school is dismissed early or cancelled during a staff members' approved funeral and bereavement leave time, the employee will be paid for their cancelled hours.
- C. After one (1) year of employment, up to three (3) days may be authorized for personal business. Except in cases of extreme emergency or circumstances, beyond the employee's control, absences immediately before or after a holiday or vacation day will not be valid, under this section. Prior notice of 5 business days will be given when possible. The use of personal days shall be limited within each classification by the immediate supervisor on any given date to ensure there is not a shortage of workers within a classification. At the end of the fiscal year, unused personal business days will be added to the employee's sick leave accumulation. Your immediate supervisor must notify you within 48 hours if your personal day has been approved or not. School year employees may use their personal days for school cancellations due to weather.
- D. Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the district any earnings received for jury duty.
- E. Any employee who misrepresents the facts pertaining to an absence (paid or unpaid) will:
 - 1) First offense - written warning,
 - 2) Second offense - 3 days off without pay,
 - 3) Subject to dismissal.
 If after one year without further violation, the employee's record pertaining to this incident will be cleared.

- F. Employees may be required to supply a doctor's verification or other information to verify the reason for an absence.
- G. The District reserves the right to send the employee to a District-appointed physician or other qualified professional personnel if questions arise concerning an absence or fitness for continued service. The cost of the physician will be paid by the District unless the cost is covered under the employee's insurance plan.
- H. Section A-D of this Article shall not apply to bargaining unit employees who are regularly scheduled to work less than ten (10) hours per week.
- I. Transfer of Sick Leave: Upon written authorization from the superintendent, members of the bargaining unit can voluntarily transfer sick time to another bargaining unit employee member who has suffered a catastrophic illness or injury up to activation of long-term disability insurance. This authorization must have the signature of the employee agreeing to transfer sick hours and the specific amount they are willing to transfer. In addition, the form must be signed by the Superintendent of Schools.
- J. The use of leave time will be restricted to one half (1/2) or full day increments if a substitute is required, excluding bus drivers.

ARTICLE 10

UNPAID LEAVES

- A. Except as may be required under the Family and Medical Leave Act or Section B below, unpaid leaves of absence (including unpaid days off) will not be authorized under the terms of this Agreement.

Notwithstanding any other provisions of this Agreement, the District reserves the right to establish procedures for the implementation of the Family and Medical Leave Act and reserves the right to exercise those rights available to it under law and the rules and regulations adopted for its implementation by the federal government.

- B. All requests for paid or unpaid leaves of absence must be submitted in writing to the Superintendent accompanied by a statement indicating the specific purpose for the leave and the requested beginning and ending dates.

In the instance of leaves covered by section 1 below, the employee must additionally submit a physician's statement in support of the leave which contains a diagnosis and date on which the employee can be expected to return.

1. An employee who is ill or disabled (including Worker's Compensation), will be granted a leave of absence following the exhaustion of accumulated sick leave (and accrued vacation time if applicable) for a period not to exceed twelve (12) months. Extension of leave may be granted by approval of the Board of Education.

Upon return from the paid or unpaid leave on or before the approved date, the employee will be returned to his/her former position. If the employee's position no longer exists, the employee will be placed in a position in accordance with Article 8, for which the employee is qualified.

For purposes of illustration in implementing Section B (1), a custodian with twenty (20) days of accumulated vacation and fifty (50) days of sick leave accumulation who becomes disabled, will be granted an unpaid leave for up to twelve (12) months after the use of the sick leave and vacation days. While sick leave and vacation time are used and during the twelve (12) months of unpaid leave, the employee has the right to return to his/her former position provided it has not been eliminated through layoff. If the employee is unable to return after the twelve (12) months of unpaid leave, the employee's status will be recall eligible under the provisions of Article 8 for a period of an additional two (2) years after the twelve (12) month unpaid leave.

2. Authorization for other leaves of absence of up to twelve (12) months for other reasons is at the discretion of the Board of Education and will be reviewed on a case-by-case basis. All leaves under this provision except for an unforeseen family medical situation must be submitted by April 17 for the next school year. The granting of such leaves will not be precedent setting.

Employees returning from such leaves will be returned to where his/her seniority places them in his/her former classification for which he/she qualified. If the employee has low seniority, the employee will be considered as recall eligible under the conditions and limitations set forth in Article 8 for a period of two (2) years at which time further employment rights shall terminate.

Unpaid leaves of absence under the Family Medical Leave Act shall be granted without loss of seniority. Extension of leave may be granted by approval of the Board of Education. Upon returning from such leaves, employees will be eligible to receive any and all increases in wages and/or benefits that occurred during their leave of absence.

- C. During an authorized leave of absence, the District reserves the right to fill the position of the absent regular employee with a substitute.

Alternatively, the District reserves the right to reassign a bargaining unit employee to the position of an employee absent on approved unpaid leave of no more than thirty (30) work days, subject to the following conditions:

1. An employee who voluntarily accepts such a temporary transfer shall receive the rate of pay of the classification to which he/she is temporarily assigned.

2. An employee, who is temporarily assigned on an involuntary basis, will receive the rate of pay of his/her regular assignment or the temporary assignment, whichever is higher.
- D. Subject to the approval of the Superintendent, elected Union officials will be granted day(s) off without pay to attend Union conferences and training activities. Requests for such day(s) must be submitted in writing to the Superintendent at least seven (7) calendar days in advance of the activity unless good cause can be shown that such notice was not possible. The request must identify the dates and/or times and the individuals request to be released.

ARTICLE 11

VACATIONS

- A. Designated full time employees will receive vacation as set forth below.

SCHEDULE 1

1. After the employee has been employed for one (1) consecutive year, the employee will be granted one (1) week of paid vacation time to be issued on July 1.
2. After the employee has been employed for two to four (2-4) consecutive years, the employee will be granted two (2) weeks of paid vacation time to be issued on July 1.
3. After the employee has been employed for five to nine (5-9) consecutive years, the employee will be granted three (3) weeks of paid vacation time to be issued on July 1.
4. After the employee has been employed for ten (10) or more consecutive years, the employee will be granted four (4) weeks of paid vacation time to be issued on July 1.
5. After the employee has been employed for twenty five (25) or more years of service they will be granted five (5) weeks of paid vacation. The 5th week may be scheduled at the discretion of the immediate supervisor.

Employees transferring into designated full time positions will be given work experience credit for services to the district as follows:

SCHEDULE 2

1. For five (5) years of service to the district, the employee receives five (5) days of paid vacation.
2. For ten (10) years of service to the district, the employee receives seven (7) days of paid vacation.
3. For fifteen (15) years of service to the district, the employee receives ten (10) days of paid vacation.

Schedule 2 will only apply to transferring employees until that employee reaches a step under Schedule 1, which would be greater than that of Schedule 2.

- B. Accrued vacation will be issued on July 1. Persons hired or in positions prior to January 15 will have an anniversary date of July 1 of the current school year. Persons hired or in positions January 15 or later will have an anniversary date of June 30 of the following school year.

Vacation requests shall be submitted to supervision prior to July 1 or at least thirty (30) days prior to the period of time requested, when possible. Supervision shall have the authority to grant or deny the period of time requested. No vacations shall be authorized during the two (2) weeks prior to the start of school in the fall.

- C. In the event of a layoff or termination of employment, employees will be paid for vacation days accrued through the day of layoff or termination. Vacation will be received on a pro-rated allowance based upon one twelfth (1/12th) of the vacation pay for each month or major fraction thereof between the employee's anniversary date of hire and his or her layoff or termination date. If an employee leaves the district within the first six (6) months of employment, that employee will not have any accrued vacation time.

Any person with vacation may carry ten (10) days in a bank at any time with such benefits to be paid in full on retirement, death, or permanent disability.

- D. All administrative assistants will be considered as full-time employees for purposes of this provision. Up to one half (½) of accrued vacation time may be used during the school year, upon approval from their immediate supervisor.

ARTICLE 12

PAID HOLIDAYS

- A. 1. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.

2. An employee must work the entire last regularly scheduled work day preceding and following the holiday in order to receive holiday pay unless absent on an approved paid leave time.
3. Probationary employees shall not be eligible for paid holidays.
4. In the event a holiday falls during an approved vacation, the employee will receive holiday pay.

In the event a holiday falls on a weekend, a day during that workweek or the workweek contiguous to that week will be designated as the holiday.

5. The number of paid holidays each fiscal year for employees who are regularly assigned to work at least ten (10) hours per week, will be as follows:

Fifty-two Weeks

Less Than fifty-two Weeks

July 4

July 5

Friday before Labor Day

Labor Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Good Friday

Memorial Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

New Years Day

Good Friday

Memorial Day

The ten (10) hour work requirement will not be applied to the bus driver classification.

In the event Good Friday is scheduled as a student instructional day, an alternate holiday will be established.

- B. All administrative assistants will be considered as full time employees for purposes of this provision.

Payment for these holidays is incorporated within the salary amounts set forth in Appendix A (2).

ARTICLE 13**GENERAL PROVISIONS**

- A. With the exception of bus drivers, administrative assistants and maintenance employees scheduled to work at least five (5) hours per day may receive a thirty (30) minute unpaid lunch period. Administrative assistants and maintenance employees working the required hours as set forth herein may receive a sixty (60) minute unpaid lunch period. Subject to the approval of supervision, the lunch period may be reduced to thirty (30) minutes during the summer months. All lunch periods shall be assigned by the employees' immediate supervisor.
- B. With the exception of bus drivers, employees shall receive one (1) fifteen (15) minute break for each four (4) hours worked.
- C. 1. Custodial overtime shall be rotated within the building in which the overtime is scheduled. Overtime shall be rotated within the classification according to seniority if it goes outside of the building.
- Maintenance overtime will be rotated within the classification district-wide.
- The parties agree that an assignment requiring a shift extension immediately preceding or following an employee's shift on their regular assignment shall constitute a bona fide exception to the rotation system.
2. Absent a sufficient number of qualified volunteers within the classification in which the overtime or extra hours are scheduled, the District reserves the right to assign the least senior employee within the classification or a substitute.
3. Employees shall receive pay at the rate of time and one-half for all hours worked in excess of forty (40) hours in a workweek. Paid time off (except holidays, sick days, personal business and paid vacations), shall not be counted for purposes of computing overtime pay. Work on Sunday and holidays will be paid at double time.
- D. The normal work week for payroll purposes will begin at 12:01 a.m. on Monday and will run for seven (7) consecutive twenty-four (24) hour periods, unless otherwise notified.
- E. A minimum of three (3) hours pay at the straight time rate per day, will be paid to bargaining unit employees required to perform week end and holiday building checks authorized by the District.
- F. Employees called in to work outside of his/her regularly scheduled work time will receive a minimum of two (2) hours pay or the actual hours worked, whichever is greater. Voluntary work outside of an employee's regularly scheduled work time will be paid on an hourly basis rounded to the nearest quarter hour.

- G. Any over payment in wages or benefits under this Agreement may be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.
- H.
 1. Custodians, Maintenance Personnel, and Administrative Assistants, are required to report to work on days on which school has been closed due to inclement weather. In the event that any such employee is unable to report, he/she may utilize accrued vacation time, accrued personal time or forego time missed without pay. With building administrator approval, administrative assistants will be allowed to work from 7:30 a.m. – 12:00 noon on school cancelled days and be released for the remainder of the day with 7.5 hours paid, up to two (2) per school year.
 2. Other employees will have the option to report for work on one Act of God day, and be paid for the hours worked, not to exceed their normal daily work hours. Transportation employees will be assigned appropriate work as requested. On half days, custodians may come in earlier and work a shift straight through, provided there are no events to cover at night.
 3. In the event school is canceled less than thirty (30) minutes from the employees scheduled starting time and the employee is not notified, the employee will receive a cancellation fee of \$20.00 per day. Notice by the District to the radio station(s) shall be deemed sufficient notice under this paragraph.
 4. At the discretion of the maintenance supervisor, custodial and maintenance employees, may alter work schedules on snow days, providing there are no scheduled events in the building including athletic practices and extracurricular activities that extend beyond the altered time.
- I. The District will provide the allowances set forth for approved (color and quality) uniforms and shoes:

<u>Classification</u>	<u>Description</u>	<u>Amount/Year</u>
Custodians	Shoes/Uniforms	\$295.00
Maintenance	Shoes/Uniforms	\$320.00
Journeyman Plumber/Maintenance	Shoes/Uniforms	\$320.00
Drivers	1 Jacket	\$120.00

Maintenance and custodial uniform allowance reimbursement will be limited to the following: Shirts to be polo or seat type in the following color choices: red, white, or black. Shirts to be embroidered at Alley T & Gifts in Ithaca with the following: St. Louis Public Schools Staff. Embroidering cost to be paid for by St. Louis Public Schools. Samples of shirts are available in the maintenance office. Uniform pants are to be worn that are color coordinated with the above shirts. St. Louis Public Schools will do a group purchase in August each year, to save on shipping and taxes. Shirts will be purchased from Alley T's and pants from J.C. Penny Co. Maintenance shoes shall be full leather hiking or work type

steel toe. Custodial shoes shall be full leather work or hiking type. Winter coats, vests, jackets, and windbreaker shirts may be purchased with the allotted reimbursement for uniforms. Coats can be ordered from J.C. Penny or Dickies. All items will have the same embroidering as shirts.

Employees must turn in valid receipts showing items were purchased, in order to be reimbursed.

Bus drivers may purchase one coat per year, individually or in multiple groups. The coats may be of differing styles or colors as long as they meet the following criteria:

1. The coat must be red, black, white, or a combination of those colors.
2. The coat must have St. Louis Public Schools embroidered on front left chest area.
3. The name of the driver is optional on the right front chest area.

The driver must turn in to the Business Manager a receipt with the description of the coat and a receipt for the embroidering, and will be reimbursed up to \$120.00 total for the cost of the coat.

Exceptions will be made to the above referenced amounts per year due to special circumstances relative to clothing or shoe size.

The cleaning and maintenance of uniforms and shoes are the responsibility of the employee. Employees who are provided with uniforms must wear them at all times on the job.

- J. With the exception of employees holding two (2) positions under Article 5, Section E, employees will receive reimbursement for authorized miles on the employees personal vehicle at the per mile rate established by Board Policy.
- K. In the event of any errors in relationship to the administration of the overtime, extra hours, extra trip or similar provisions of this Agreement, the employee who the parties verify as having been improperly bypassed, will be paid as if time worked.
- L. Custodial staff will receive a building use form three working days in advance notifying them of any events taking place in their building outside of the regular school day.

ARTICLE 14

MISCELLANEOUS

- A. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

- B. The Union and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. It is expressly recognized that such activity, if taken in support of another employee group within the District or a group employed by another employer, is prohibited under this Agreement. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.
- C. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District 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.
- D. 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 agreements arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- E. The parties mutually agree that the use of tobacco products in district buildings, on school property, in district vehicles and at or during district sponsored events is prohibited.
- F. The parties mutually recognize the importance of maintaining an educational and work environment free of controlled substances and alcohol that is both safe and orderly for students and employees and maintains the public trust and confidence. To this end, the parties agree that being under the influence of, the sale, possession, or use of alcohol or controlled substances while on district premises, in district vehicles or while attending to job related responsibilities away from the work site is prohibited.

The parties further agree that this principle applies regardless of the amount of controlled substances of alcohol involved and that infractions of this provision will subject the employee to discharge.

Relative to the enforcement of this section, the parties further agree that lockers, desks, storage areas, district vehicles and other areas where employees may store items are the

property of the district and as such may be searched where reasonable cause exists to believe an employee has violated this section.

- G. A three ring notebook will be placed at every school which will contain the seniority list, contract and job descriptions.
- H. Should the district decide to reduce the current calendar, the superintendent and the union chairperson agree to meet to discuss possible work alternatives for support staff.

ARTICLE 15

WAGE RATES AND RELATED ISSUES

- A. Except as set forth in Appendix A, the following wage rates will be applied to bargaining unit positions during the following fiscal years.

2009-10

B.	1.	Classification	Years of experience in the Classification				
		<u>Title</u>	1	2	3	4	5
		Administrative Assistant	11.49	12.17	12.84	13.53	14.20
		Maintenance	13.53	14.16	14.85		
		(New hire maintenance year 1)	12.51				
		Custodial	10.83	11.49	12.17	12.84	13.53
		(New hire custodial year 1)	9.81				
		Aides	8.12	8.47	8.79	9.14	9.48
		Aides (CDA or Associates Degree that relates to Education) (If required by state program)	10.40	11.03	11.66	12.25	12.86
		Library Paraprofessional	10.19	11.38	12.61		
		Clerks					
		(*Enrollment 1-324)	8.67	8.99	9.36	9.70	10.04
		(*Enrollment 325 +)	9.69	10.00	10.38	10.72	11.06

*Enrollment based on building level September FTE membership each year.

Journeyman Licensed. Plumber/Maint.	Probation 17.99	Probation Completed 22.23
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Apprentice Journeyman	1	2	3	4	5	6
Plumber/Maint.	14.84	15.58	16.31	17.06	17.80	18.54
	7	8	9	10	11	
	19.28	20.03	20.77	21.50	22.23	

Each step represents successful completion of 600 hours as documented and approved by the state of Michigan

A one-time payment of \$75.00 will be given to Aides upon completion of certification for No Child Left Behind (NCLB) Act.

2. Transportation Department: 2009-2010

Regular Runs	16.70
Extra Trips	12.55
Voc. Ed. Runs	12.55
Alt. Educ. Runs	12.55
P.P.I. Run (Alma)	16.70

All summer bus runs will be paid at the school year rate.

Drivers required to perform fueling - \$6.00 per week will be added to the driver's pay. In the event the district discontinues onsite fueling, the bus drivers' will be paid \$8.00 per week for out of district fueling.

- C. No retroactive pay will be issued to an employee unless the employee is actively employed (excludes only those who have severed employment) on the date of ratification by the Board Of Education.
- D. Years of service, as set forth above, refer to the years of service in the St. Louis Schools in the classification. Wage schedule experience credit for service within another classification, or outside of the district is discretionary with the Superintendent.

Increments will be issued on July 1. Person hired or in position prior to January 15 will have an anniversary date of July 1 of the current school year. Person hired or in position January 15 or later, will have an anniversary date of June 30 of the following year. In order to advance on the increment schedule, the employee must have physically worked (exclusive of authorized vacation and paid leave) for at least 170 days in the preceding fiscal year.

- E. Custodians who are assigned to a split shift and custodians who are assigned to a shift, which incorporates work hours beyond 8:00 p.m., will receive a shift differential of \$14.00 per week.
- F. Any aide, who is required to perform duties beyond their normal responsibilities, as a result of a medical fragile child, or children, shall be compensated an additional \$1.00 per hour for any days, or part thereof, that these duties are required. Medically fragile will be defined by the student's I.E.P. and/or by a signed physician's statement.

G. During the month of July, custodial and Maintenance employees will have the choice of working a four (4), ten hour days work week or a five (5) day eight (8) hour work week.

1. Summer work hours:

8 hour day - 6:00 a.m. - 2:30 p.m. (1/2 hour lunch)

10 hour day - 6:00 a.m. - 4:30 p.m. (1/2 hour lunch)

To avoid lack of building coverage, summer hours and days must be approved by the immediate supervisor.

H. With the exception of substitute assignments covered by Article 10 (c), the following provisions will apply to payments made for substitute work:

1. Hours within the employees' classification will be paid at the employees' regular rate of pay.
2. Hours outside of the employees' classification that are outside of the employees' regular schedule of work hours will be paid at the substitute rate for the classification where the work is performed.
3. Hours outside of the employees classification that overlap the employees regular schedule of hours, will be paid for the overlapping hours at the higher of the employees regular rate of pay or the step one rate in the classification where the work is performed.

I. Longevity: (Paid each year of the agreement)

<u>Seniority</u>	<u>Full Year Employee</u> 2009-10	<u>School Year Employee</u> 2009-10
10 years	\$ 887	\$512
15 years	\$1,387	\$762
20 years	\$1,637	\$887
25 years	\$1,887	\$1012

Longevity for employees with 10 or more years will be paid in July for the 11/12 months employees or on the first pay period of the school year for school year employees. Years of service for longevity purposes will be based on the number of total years of service as of June 30th of the prior year. For Example, the longevity amount paid for the 2007-2008 school years will be based on the number of years of service an employee has as of June 30, 2007. If an employee leaves the district before the completion of the school year due to resignation, retirement, or death, the longevity pay will be prorated and any amount due will be paid on the payroll following the separation.

<u>Payment Date</u>	<u>Based on Years of Service as of June 30</u>
July/Sept., 2009	2009
July/Sept., 2010	2010

All employees with 1-5 years of service as of July 1, of each year, will receive a lump sum payment of 1% of the previous fiscal year gross wages. Employees with 6-9 years of service will receive a lump sum payment of 2% of the previous fiscal year gross wages. The lump sum pay will be paid in July for the 11/12 months employees or on the first pay period of the school year for the school year employees.

<u>Payment Date</u>	<u>Based on Fiscal Year Wages</u>
July/Sept., 2009	July 1, 2008-June 30, 2009
July/Sept., 2010	July 1, 2009-June 30, 2010

- J. Any required maintenance certification/license/accreditation will be open for negotiations if certification/license/accreditation comes up during the course of this contract.

ARTICLE 16

INSURANCE

A. General Provisions:

1. The District reserves the right to select or change insurance administrators and/or underwriters during the term of this agreement without prior bargaining with the Union. The determination to change insurance administrators and/or underwriters is not subject to the grievance procedure provided reasonably similar coverage is maintained in the conversion.
2. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims and disputes are, therefore, not subject to the grievance procedure.
3. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
4. The District's sole responsibility under this Article is to pay insurance premiums on behalf of eligible employees and their eligible dependents.
5. Eligible dependents shall be the spouse of the insured employee, unless legally separated, and all unmarried dependent children from birth to age 25 if authorized by the underwriters. Dependency shall be determined within the meaning of the United States Internal Revenue Code. Premium payments for eligible dependents shall be provided through December 31 of the year in which the dependent becomes age 25.

Double coverage is prohibited. An employee eligible for health or other insurance benefits as defined herein shall not be eligible to enroll for District paid premiums for an insurance benefit if he/she is enrolled under another plan with the District (e.g.

enrolled under spouses plan) or is enrolled in a plan through another employer where the enrollment is voluntary with the other employer.

6. Any amounts in excess of the District's premium contributions shall be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.
 7. New employees and employees who become eligible for insurance benefit contributions will begin to receive insurance premium contributions the first of the month following the initial date of eligibility. Eligibility will start on the first day following any probationary or trial period. In addition, if the new and/or eligible employee is hired after January 1st, the H.S.A. amount will be prorated monthly, with any unfunded deductible reimbursed to the employee upon submission of proper documentation. For example, an employee hired July 1st with a family would receive on half (1/2) of the H.S.A. (\$1,250) on July 1st. This employee would still have to meet the full deductible of \$2,500.00. Any medical deductible expense incurred beyond the \$1,250.00 will be reimbursed to the employee upon submission of a proper receipt or bill.
 8. All employees eligible for medical insurance benefits under this agreement will receive the same insurance coverage as provided for in the agreement between the St. Louis Board of Education and the St. Louis Education Association (SLEA), (All medical benefits will be exactly the same as the teachers). Should there be any premium sharing agreed to between the school district and the teachers, the same formula will be applied to the support staff at the same effective dates.
- B. Except as set forth in Appendix B, in order to qualify for District premium contributions as set forth in Section C below, employees regular assignment must be regularly scheduled to work the hours set forth below:
1. Custodial and Maintenance:
Health
Dental
Vision
Disability

The disability provisions may be provided through an insurer of the Districts choice or self-insured. The plan structure will generally provide for the following:

- a. An employee must fulfill a one hundred twenty (120) consecutive calendar day waiting period due to the same illness/disability which will be measured from the first day of absence due to the disability and the employee must have exhausted all his/her accumulated sick leave.
- b. The plan will provide for coverage up to 60% of the employees regular wages up to a maximum of \$1,500 per month.

- c. Workers Compensation disabilities and disabilities due to nervous/mental and drug/alcohol are excluded from the plan.
- d. The plan will provide for payments for a maximum period of two (2) calendar years from the first day of absence from work.

Employees in these classifications must be regularly scheduled to work 2080 hours per year to receive full premium payments. Employees regularly scheduled to work at least 1650 hours per year will be entitled to a prorated portion of premium payments based upon the employees regular annual schedule compared to 2080 hours.

- 2. Administrative Assistants:
Health
Dental
Vision

Employees in this classification must be regularly scheduled to work at least 1725 in order to receive full premium payments. Employees regularly scheduled to work at least 1650 hours per year will be entitled to a prorated portion of premium payments based upon the employees regular annual schedule compared to 1725 hours.

- 3. All employees in the bargaining unit who are regularly assigned to work at least ten (10) hours per week but less than fifty-two (52) weeks per year will receive premium payments toward \$18,500 in group term life insurance. The ten (10) hour work requirement will not be applied to the bus driver classification. All designated fifty-two (52) week employees will receive premium payments toward \$36,000 in group term life insurance.
- C. The District will continue to pay insurance premiums for employees in school year positions during the summer months and for break periods during the school year.
 - D. District insurance premium contributions shall cease to be paid on the effective date of severance from employment, upon the effective date of layoff and on unpaid leaves authorized under Article 10, unless further payments are required under the Family and Medical Leave Act.
 - E. Employees who are placed on Workers Compensation shall have the portion of the medical insurance premium paid by the school district continued to be paid for a period of one and a half (1 ½) years from the date the employee is placed on Workers Compensation. Any additional district paid premiums beyond one and a half (1 ½) years will be at the discretion of the Board of Education.
 - F. If an employee's hours are reduced to less than the 1725 (administrative assistant) or the 2080 (custodial) hours necessary to have fully paid health insurance, the cost of the premium will be prorated based on the actual number of hours worked. For example, if a 40 hour per week employee is reduced to 30 hours per week, this would mean they are working only

1560 hours per year. The person would be working 75% of what a full-time person would be (1560 divided by 2080). Therefore, the district would pay for 75% of the employee's health insurance and the employee would pay the remaining 25%.

However, if an employee's schedule is 90% or more of what a full-time person's, the employee's health insurance would be fully paid.

- F. Any employee who is eligible for district premium contributions but elects not to receive the health benefits package shall receive a lump sum of \$1,000.00. An employee who is not eligible for full premium payments by the district will have the \$1,000.00 prorated based on the percentage of eligible premium.

ARTICLE 17

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

The following issues will not be subject to review through the procedures set forth in this Article:

1. Any matter barred from the scope of the grievance procedure (i.e. the discipline of probationary employees, etc.).
 2. Any matter involving the content of employee evaluations. All employee evaluations shall be reviewed together by the supervisor and the employee at a time to be determined by the supervisor during the month of April each year.
- B. The Union shall designate one steward per building to handle grievances at Level 1.
- C. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
 3. It shall cite the section of subsections of this contract alleged to have been violated;
 4. It shall contain the date of the alleged violation;
 5. It shall specify the relief requested.

Any written grievance not submitted in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

(STEP I)

- D. A grievance must be presented by the aggrieved employee through the employee's department steward to the employee's immediate supervisor within five (5) work days from the time the grievant first learned or should have learned of the alleged violation in order to be a proper matter for the grievance procedure.
- E. At the first conference with the immediate supervisor, if this grievance is resolved either by withdrawal of the same by the employee or by agreement of the parties, a written resolution, and the union and the Board shall each have a copy of said record including the date of this alleged violation and the date of disposition. The immediate supervisor would have five (5) work days in which to respond.

(STEP II)

- F. In the event the matter is not resolved informally, the grievance shall be submitted in writing, by the Chairperson of the Bargaining committee, to the immediate supervisor within ten (10) work days following the supervisor's informal response. Such written grievance shall be on a form to be agreed upon by the union and the Board and it shall contain the items as specified in above paragraph C.
- G. Within five (5) work days after receiving the grievance, the immediate supervisor shall state the decision in writing, together with supporting reasons, and shall furnish a copy to the Chairperson of the Bargaining Committee.

(STEP III)

- H. Should the decision of the immediate supervisor be unsatisfactory to the aggrieved employee, or the union steward acting in his behalf, such grievant shall, within five (5) workdays of the decision of the immediate supervisor, notify the superintendent of the union's desire to meet and discuss the grievance. Such meeting shall be held within ten (10) workdays of receipt of such notice. At such meeting, the superintendent and/or his representative, the union committee and/or the representative of the union, shall discuss the grievance. The decision of the superintendent shall be given in writing within five (5) workdays after the meeting.

(STEP IV)

- I. In the event that an adjustment or disposition of the grievance satisfactory to the employee and/or the union is not obtained under the above procedures, the union shall, within thirty (30) calendar days after rendition of the superintendent's decision, appeal the same by serving written notice thereof upon the superintendent. The Board and the union shall, within five (5) calendar days thereafter, select an arbitrator or, in the event they cannot agree upon such person, they shall then apply to the Director of Federal Mediation and Conciliation Service to furnish a list of a panel of seven (7) impartial arbitrators from which the representative from the St. Louis Public Schools and the representative of the union shall select through a striking process an arbitrator to hear the case. Striking process from the list of seven (7) arbitrators, the representatives of St. Louis Public Schools and USW shall alternately strike the name of an arbitrator until one is left. The arbitrator left shall hear the case. The USW representative shall strike first.
- J. 1. There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding on the union, its members, the employee or employees involved, and the Board.

2. The arbitrator shall make a judgment based upon the express terms of this agreement and shall have no authority to add to or subtract from any of the terms of this agreement.
3. The expenses of the arbitrator shall be shared equally between the Board and the union.

In all steps of the grievance procedures, when it becomes necessary for individuals to be involved during working hours, they shall be excused with pay for that purpose.

- K. No employee at any stage of the grievance procedure shall be required to meet with any administrator without union representation by the steward or his/her designee. Individual grievant may not pursue arbitration without the authorization of the local union.
- L. General Arbitration Provisions and Limits on the Arbitrators Authority:
1. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service.
 2. It is expressly understood that no grievance arising subsequent to the expiration date of this agreement shall be arbitrated absent mutual agreement between the parties.
 3. The parties may mutually agree to an arbitrator outside of the list provided above.
 4. The cost of the arbitrator shall be shared equally by the parties.
 5. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
 6. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.
 7. The arbitrator shall have no power to:
 - a. Rule on an issue previously barred from the scope of the grievance procedure.
 - b. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
 - c. Award punitive damages.
 - d. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
 - e. Establish wage schedules.

- f. Interpret the law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Wage and Hour, E.E.O., M.E.R.C., etc.).
- M. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon. This provision will not be deemed to require the Union when filing a grievance on behalf of a classification(s) of employees to acquire the signature of all affected employees.
- N. All preparation, filing, presentation or consideration of grievances shall be held at time other than when an employee or a participating Union representative is to be at their assigned duty stations except as may be agreed by the parties. In such instances employees will suffer no loss of pay.
- O. The time limit provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- P. Notwithstanding the expiration of the Agreement, any claim or grievance arising there under prior to the expiration of this Agreement may be processed through the grievance procedure until resolution. Subsequent to the expiration date of this Agreement, grievances are subject to the restrictions detailed in section L (2).

ARTICLE 18

SUMMER SPECIAL PROJECTS LABOR POOL

- A. School year employees who have an interest in working on special projects during the summer may sign up on the summer work rosters at the Superintendent's office between May 1 and May 15 on any given year.
- B. Subsequent to May 15, the District will align the list of employees according to seniority within the employees' current and former Division(s). Available work for which the District elects to utilize the summer work rosters will be rotated starting at the top of the list. It is expressly recognized the District will not be required to utilize an employee in rotation who is incapable of demonstrating he/she is qualified to perform the work in question. An employee may only perform one (1) summer position at a time.

Offers of summer work may range from less than a full day to a number of consecutive workdays. Employees offered such work must either accept or reject the complete assignment as offered. If rejected, the next person in rotation will be offered the work.

Any employee rejecting more than two (2) summer work assignments will be removed from the list for the balance of the summer. An employee electing such work who misses any scheduled work time (with the exception of time missed due to illness or disability of the employee) will be removed from the assignment. Removal from assignments on more than two (2) occasions will result in the removal of the employee from the list for the balance of the summer.

- C. Employees performing summer work will be paid at \$8.00 per hour. Employees will not receive, accrue or be eligible to utilize any other benefits. Summer work as defined in Article 1B will be filled first by support staff personnel.
- D. The following matters relating to the summer work pool are not subject to the grievance procedure:
 1. The determination of the District not to utilize the pool for certain special projects or work.
 2. The removal of an employee from the roster as provided in Section B.
 3. Any claim of benefit due or accrued other than a claim for wages due under Section C.
 4. Any claim by a fifty-two (52) week employee involving a loss of overtime or extra hour of work.

ARTICLE 19

DURATION AND NEGOTIATIONS PROCEDURES

- A. All articles of this Agreement shall be effective upon ratification by the parties and shall remain in effect until June 30, 2011, with wages renegotiated for the 2010-11 school year. All employees eligible for medical, dental, and/or vision insurance benefits under this agreement will receive the same insurance coverage as provided for in the agreement between the St. Louis Board of Education and the St. Louis Education Association for the 2009-10 and the 2010-11 school years.

This Agreement may only be extended by mutual written consent of both parties.

- B. Either party may serve notice to terminate or amend this Agreement by giving written notice to the other party on or before May 1 of the year in which the Agreement expires. Such notice will be directed to the Superintendent or the President of Local 2-540.

In the event neither party provides notice as required above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before May 1, on any subsequent contract anniversary date.

- C. In the event the District restructures existing positions and/or creates a new classification, which falls within the bargaining unit, the District will notify the Union President in writing accompanied by a job description, rate of pay and other applicable working conditions. Thereafter, the Union will notify the Superintendent of the acceptance of the terms in writing within ten (10) calendar days or alternatively, request a meeting to discuss and/or resolve any concerns or differences with respect to the wages and working conditions.
- D. Copies of the master agreement will be produced by the District and distributed to all employees within the bargaining unit. Ten (10) additional copies of the agreement will be forwarded to the Local Union President.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

ST. LOUIS BOARD OF EDUCATION
St. Louis, MI

UNITED STEELWORKERS,
AFL-CIO•CLC

President

Leo W. Gerard, Int'l President

Vice President

James D. English, Int'l Secretary-Treasurer

Secretary

Thomas Conway, Int'l Vice President (Admin)

Treasurer

Fred Redmond, Int'l Vice President (Human Affairs)

Board Member

Jon T. Geenen, District 2 Director

Board Member

Roger L. Collison, USW Staff Representative

Board Member

LOCAL UNION # 2-540-50

Keith L. Omans, President, LU 2-540

Dale Hamilton, Unit President, LU 2-540-50

Committee

Committee

Committee

Committee

APPENDIX A

- A. The rates as set forth below apply only to those designated individuals as of September 1, 1995:

<u>Name</u>	<u>Classification</u>	<u>2009-10</u>
Ted Doll	Custodian	16.37
Terry Barton	Maintenance	17.20
**Ken Sugar	Maintenance	19.61
*Victoria Cross (Part - time)	Aide	9.70
Douglas Knauf	Aide	10.16

*These employees moved to the library paraprofessional classification in 2000-2001. If employee moves back to the aide classification, the listed pay rate applies.

** The school district will pay the annual journeyman/plumber annual license fee.

** This employee moved to Maintenance/Journeyman Plumber in 2007. If employee moves back to Maintenance classification, the listed pay rate applies.

- B. The annual salary set forth below applies only to those designated individuals set forth below:

<u>Name</u>	<u>Classification</u>	<u>2009-10</u>
Karen Huss	Administrative Assistant	29,489.22
Diann Woodcock	Administrative Assistant	29,489.22

APPENDIX B

Notwithstanding the provisions of Article 16 (Insurance), the following employees will continue to be eligible for necessary hospitalization insurance premiums contributions:

Name	Classification	Premium Contribution
Doug Knauf	Aide	100% of single rate
Karen Huss	Administrative Assistant	100% of two person rate
Diann Woodcock	Administrative Assistant	100% of full family rate

APPENDIX C

Appendix C will include Job Descriptions - Evaluation Forms - and Basic Skills Tests.