

A G R E E M E N T

BETWEEN THE

ROMEIO BOARD OF EDUCATION

and the

AMERICAN FEDERATION

OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

LOCAL 2614

2010-2012

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AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 7TH DAY OF SEPTEMBER, 2010, between the BOARD OF EDUCATION OF THE ROMEO COMMUNITY SCHOOL DISTRICT, MACOMB AND OAKLAND COUNTIES, MICHIGAN, hereinafter referred to as the "Employer" and LOCAL UNION #2614, affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, all of whom are hereinafter referred to as the "Union."

A sound educational program as affects the best interests of the children of the community is the primary objective. The Employer and the Union mutually agree to provide the best possible education for the children of the school district. To this end the Employer and the Union dedicate their efforts.

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

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

SECTION 1: MANAGEMENT'S RIGHTS

- A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to taking the action under such rights or with respect to the consequence of such action during the term of this Agreement, except those which are clearly and expressly relinquished herein by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 2. The right to establish, modify or change any work or business or school hours or days.
 3. The right to direct the working forces, including the right to hire, promote, transfer, discipline and/or reassign Employees, assign work or 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 operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work.
 5. Adopt rules and regulations.
 6. Determine the qualifications of Employees.

7. Determine the number and 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.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

B. The policy-making functions rest exclusively with the Board.

SECTION 2: RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of 1947, as amended by Act 379 of 1965, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for the term of this Agreement of all Employees of the Employer included in the following bargaining unit: skilled trades, grounds/warehouse utility, cooks, cashiers, mechanics, custodians, utility drivers, bus drivers. All temporary Employees, substitutes and supervisory personnel are excluded.

SECTION 3: UNION SECURITY

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement shall be required as a condition of continued employment:
 1. To become members of the Union or remain members of Union if they are already members.
 2. Or to pay an amount equivalent to the fees and dues to the Union as a service fee.
- B. Newly hired, transferred or rehired Employees shall, as a condition of employment, select one of the options as described in A. at the end of their probationary period.
- C. An Employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be deemed to meet the conditions of this section. Current Employees who do not wish to become members of the Union shall not be required to pay the initiation fee.
- D. Indemnification - The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section of the Agreement.

SECTION 4: UNION DUES

The Employer agrees to deduct from the wages of any Employee who is a member of the Bargaining Union P.E.O.P.L.E. deduction as provided for by a written authorization executed by the employee. This deduction may be revoked at any time by giving written notice to both Employer and Union. Any such deductions shall be forwarded to the union together with a list of the names from whom such deductions were made and the amounts deducted during the remittance period.

- A. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off dues as set forth in Schedule A, which is attached hereto and made a part hereof, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct union membership dues and service fees from the pay of each Employee for whom it has on file an authorization for check-off of dues form.
- B. Deductions shall be made only in accordance with the provisions of said authorization for check-off of dues together with the provisions of this Agreement. The Employer shall have no responsibility for collection of any other assessment or deductions in accordance with this provision.
- C. Delivery of Executed Authorization of Check-Off Form. A properly executed copy of such authorization for check-off of dues or service fees form for each Union Employee for whom membership dues or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under authorization for check-off of dues and service fees forms which have been properly executed and are in effect. Any such form which the Employer discovers is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
- D. When Deductions Begin. Check-off deductions under all properly executed authorization for check-off of dues and service fees forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the second (2nd) pay of the month and each month thereafter.
- E. Delivery of Additional Check-Off Forms. The Union will provide to the Employer any additional signed authorization for check-off of dues and service fees forms under which Union membership dues and service fees are to be deducted.
- F. Refunds. In cases where a deduction is made that duplicates a payment that an Employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the Employee will be made by the Local Union.
- G. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the Financial Officer of the Local Union as soon as possible after the tenth (10th) day of the following month. The Employer shall furnish the designated Financial Officer of the Local Union monthly with a list of those for whom the Union has submitted signed authorization for check-off of dues and service fees forms but for whom no

deductions have been made.

- H. Termination of Check-Off. Any authorization for check-off deduction which has been duly executed and delivered to the Employer shall be irrevocable for the duration of this Agreement and may be revoked as of the expiration of this Agreement only by written notice given to the Employer by the Employee at least thirty (30) days prior to the expiration of this Agreement.
- I. Disputes Concerning Check-Off. Any dispute between the Union and the Employer which may arise as to whether or not an Employee properly executed or properly revoked an authorization for check-off of dues form shall be reviewed with the Employee by a representative of the Employer. Until the matter is disposed of, no further deductions shall be made. The Employer assumes no liability for the authenticity, execution or revocation of the Authorization form.
- J. Limit of Employer's Liability. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section 4 of this Agreement.

SECTION 5: REPRESENTATION

- A. The number of representation districts in the unit shall be the present number, unless the number is increased or decreased by agreement between the Employer and the Union.
- B. It is recognized that the principle of proportional representation, which reflects the increase or decrease in the work force, is a sound and sensible basis for implementing this section of the Agreement.

SECTION 6: SUPPLEMENTAL AGREEMENTS

All supplemental agreements, if any, shall be subject to the approval of the Employer and the Union.

SECTION 7: GUARANTEE OF RIGHTS

- A. The Employer and the Union agree that there shall be no discrimination against any Employee or any applicant for employment by reason of race, sex, religion, age, or national origin.
- B. The Board agrees that there shall be no discrimination against any Employee by reason of their membership or non-membership in the Union.

SECTION 8: LABOR RELATIONS COMMITTEE

The Union will establish a seven (7) member Labor Relations Committee consisting of members from the Bargaining Committee, which will meet as agreed with the designated representative(s)

of the Board to discuss and study matters of mutual interest and advantage concerning the Romeo Community Schools. The Council Representative of the Union and the International Representative may also attend these meetings, if requested by the Union. Meetings will be scheduled by mutual agreement. The party requesting the meeting will submit a prepared agenda, which may be added to by the other party. Only items on the agenda prior to the meeting will be discussed.

The purpose of the meetings will be to:

- a. Encourage mutual understanding.
- b. Exchange information.
- c. Consider matters pertaining to the general welfare of the school district and its Employees in the Bargaining Unit.

Meetings will not be scheduled more than one (1) per month. Meetings called by a representative of the Board of Education will be held during regular working hours of the day shift. Meetings requested by the Union will be held after regular working hours of the day shift.

Special Conference meetings shall be set up as needed, not to exceed one (1) per month, to address concerns of the separate departments.

These meetings shall follow the above guidelines except that the Special Conference meeting shall consist of Department Stewards, Union President or Designee and Council Representative, if needed.

The Union President shall approve any of these meetings if they are called by the Union. If they are called by management, the Union President shall be notified.

SECTION 9: GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an Employee or group of Employees based on an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

Investigation of Grievance

The local Union President or the grievance designee may request time through the Human Resources Executive Director to investigate and/or process a grievance. This released time, if approved, will be without loss of time or pay in performing the investigation.

Time Limits

Time limits as shown herein may be extended by mutual consent by both parties. Any requests made for extension of time must be in writing.

Procedure

Any grievance or dispute, which may arise between the parties to this Agreement concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Grievances shall be deemed invalid and barred if not presented at Step 1.

- Step 1 - Within ten (10) working days of the occurrence of the cause for complaint, the Employee shall discuss the matter informally with the Employee's immediate supervisor. A steward may accompany the Employee. All Employees shall be offered Union representation prior to any disciplinary action by the Employer.
- Step 2 - If the grievance is not resolved informally, it shall within five (5) working days be reduced to writing and given to the Employee's immediate supervisor. The immediate supervisor shall render the decision in writing within five (5) working days and give a copy of the decision to the Superintendent or the Superintendent's Designee and to the steward and the grievant.
- Step 3 - If the grievance is not resolved at Step 2, the steward shall file written appeal with the Superintendent or Designee within five (5) working days after the steward's receipt of the immediate supervisor's answer. Within not more than five (5) working days, the Superintendent or Designee shall review the grievance and render a decision in writing and give a copy of this decision to the steward and the grievant.
- Step 4 - If the grievance remains unsettled, it may be presented within five (5) working days in writing to the Board of Education through the Superintendent. Prior to the Board's next regular or appropriate special meeting, the Superintendent or Designee will meet with the Union representatives in a final attempt to settle the grievance.
- Step 5 - If this attempt is unsuccessful, the Union and the Employer shall present their arguments to the Board at its next regular or appropriate special meeting. A written decision shall be rendered within fifteen (15) working days following said meeting, and notice of said decision shall be given to the affected Employee, Employer and the Union President.

SECTION 10: BINDING ARBITRATION

If the grievance is not settled at Step 5, the Union may, within twenty (20) working days after the receipt of the Board's decision at Step 5, move the grievance to arbitration by notifying the Board of Education through the office of the Superintendent and AFSCME Council 25 of their intent to arbitrate. The School Board's designee and a representative from Council 25 shall then attempt to mutually select an Arbitrator.

If, within sixty (60) calendar days from the Union's notice of intent to arbitrate, an Arbitrator has not been mutually selected, the grievance may then be appealed by Council 25 to the American Arbitration Association, within these sixty (60) calendar days, to be processed in accordance with its Voluntary Labor Arbitration Rules.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and proceedings.

The Arbitrator shall have no authority except to pass upon alleged violation of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.

The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement. The Arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary Employees shall not be subject to arbitration.

The Arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

SECTION 11: COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the Employee would have earned at his/her regular rate or result in an increase in the Employee's total remuneration from all sources including unemployment compensation benefits and remuneration from other employment pursued in place of his/her employment with the Employer.

SECTION 12: DISCHARGE AND DISCIPLINE

- A. Notice of Discharge or Discipline. The Employer agrees promptly upon discharge or discipline of an Employee to notify one of the following: the chief steward, assistant steward or the president. The Employer agrees that its enforcement of discipline or discharge will be for fair and just cause.
1. All Employees shall be offered Union representation prior to any disciplinary action by the Employer.
 2. Disciplinary actions will not accumulate of unlike natures.
- B. The discharged or disciplined Employee will be allowed to discuss his/her discharge or discipline with the steward of the district and the Employer will make available an area where s/he may do so before s/he is required to leave the property of the Employer. Upon request, the Employer or the Employer's designated representative will discuss the discharge or discipline with the Employee and the steward.
1. Any verbal discipline shall be put in written form for record keeping purposes. The Union and management and the Employee shall receive copies of such.
- C. Appeal of Discharge or Discipline. Should the discharged or disciplined Employee consider the discharge or discipline to be improper, a complaint shall be presented in writing through the steward to the Employer within five (5) regularly scheduled working

days of the discharge or discipline.

The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union or if the decision is not given within the time limits, the matter shall be referred to the grievance procedure at Step 3.

- D. Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions that occurred more than thirty (30) months previously provided, however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered. Written reprimands shall be removed upon the Employee's request from the personnel records after 30 months on file.

SECTION 13: SENIORITY

- A. New Employees hired in the unit shall be considered as probationary Employees for the first sixty (60) calendar days of their employment except for custodians of said department. The sixty (60) calendar day probationary period shall be accumulated within not more than one (1) school year. When an Employee finishes the probationary period, s/he shall rank for seniority from the day sixty (60) calendar days prior to the date s/he completes the probationary period. There shall be no seniority among probationary Employees.
1. Custodial Employees must put in thirty (30) calendar days of their sixty (60) calendar day probationary period between September 1 and June 15 while school is in session.
 2. Bus drivers will be required to drive an additional thirty (30) calendar days while school is in session before being assigned to special trips.
 3. Food Service Department Employees must put in a sixty (60) calendar day probationary period while school is in session.
- B. Probationary Employees will not become eligible for insurance benefits until the completion of their sixtieth (60th) calendar day. Probationary Employees will accumulate sick days and vacation days during that period but may not utilize them until the completion of the probationary period. However, probationary Employees will receive appropriate holiday pay.
1. In any extension of a probationary period, the Union will be notified. The Union may request a meeting to discuss the situation. No fringe benefits will be provided to any Employee during this extended probationary period.
- C. The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Section 2 of this Agreement. The Employer shall have the right to discharge and discipline probationary Employees and the action is not subject to appeal or grievance unless the discharge or disciplinary action is for Union activity.

D. Seniority shall be by group classification and in accordance with the Employee's first day of hire on a permanent assigned position. Seniority for computation of vacations, holidays and other fringe benefits shall be from date of permanent hire into the Romeo Community Schools. However, those Employees presently hired into the Transportation Department who have been granted seniority from day of hire as relief drivers will continue to maintain that seniority.

In the event of a tie in seniority, the tie shall be broken by reference to the table of random numbers (below) and the social security numbers of the involved Employee. The Employee whose number (the last two digits of the social security number) appears first on the table (beginning at the upper left side and moving down the column) shall be deemed to have higher seniority than the other involved Employee(s). In the event that the last two (2) numbers of the social security numbers of the involved Employees are the same, then the first two (2) numbers of the last four (4) shall be used to determine the seniority. All new Employees after the signing of this Agreement will be so governed. All current Employees, after the signing of this agreement, will be so governed with the exception of Transportation Employees, who will be governed by their application date.

TABLE OF RANDOM NUMBERS

28	24	65	35
92	07	55	43
53	80	54	29
73	33	90	86
62	39	84	77
56	96	01	47
10	81	15	94
74	76	61	87
31	46	09	34
83	70	58	44
32	45	78	60
82	69	51	41
49	13	88	75
98	91	50	52
25	11	21	93
23	00	67	05
22	16	48	99
18	95	63	14
89	64	02	85
71	17	57	19
68	42	27	26
79	20	66	38
08	30	12	37
97	04	36	03
72	06	59	40

1. An Employee may not move from one group classification to another group classification except by the posting process as outlined under Section 19 of this

Agreement. Should an Employee move as herein stated, said Employee's seniority in the new group classification shall commence with the first day worked in said new classification.

2. An Employee who has moved from one group classification to another group classification and moves back to his/her original group classification within thirty (30) calendar days shall retain the seniority s/he had accumulated in the original group. Seniority for these days worked in the trial classification shall be credited to the original classification.
3. Preferential seniority, against layoffs only, shall be granted to the president, vice-president, and to no more than four (4) stewards of the bargaining unit, provided that any Employee so retained is qualified to perform the work of the job which is available, and provided further that such Employee need not be retained in employment is subject to usual summer or other vacation layoff.
4. The group classifications are as follows:
 - a. Mechanics
 - b. Skilled Trades
 - c. Grounds/Warehouse Utility
 - d. Custodian/Utility Drivers
 - e. Transportation
 - f. Food Service – Cooks
Food Service - Cashiers

E. Any Employee who changes classification, and in the opinion of the Employer does not satisfactorily complete the trial period in the classification to which s/he has changed, will be returned to his/her previous classification. If the Employer reverts an Employee to his/her previous classification after the trial period, it may be subject to the grievance procedure. His/her salary shall revert to that of the previous classification and his/her seniority shall not be affected. The trial period shall be for a period of thirty (30) calendar days.

F. An Employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed the probationary period in the classification from which s/he has been promoted.

SECTION 14: SENIORITY LISTS

- A. Seniority shall not be affected by the race, sex, marital status or the dependents of the Employee.
- B. The seniority lists on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up-to-date at all times and will provide the local union president with a seniority list every September and February and will post seniority

lists on union bulletin boards.

SECTION 15: LOSS OF SENIORITY

An Employee shall lose his/her seniority for the following reasons:

- A. The Employee quits or retires.
- B. The Employee is discharged, and the discharge is not reversed through the grievance procedure.
- C. The Employee is absent for three (3) consecutive working days without notifying the Employer. Such absence results in automatic discharge and the Employer will send written notification to the Employee at his/her last known address that his/her employment has been terminated, and the Employee has lost seniority.
- D. If the Employee does not return to work when recalled from layoff, as set forth in the recall procedure.

SECTION 16: LAYOFFS AND CHANGES IN WORK FORCE

- A. Layoffs shall mean a reduction of the work force.
- B. Should it become necessary for a layoff, the following procedure shall be effective.
 - 1. Temporary and probationary Employees in the affected classification shall be immediately laid off.
 - 2. The required number of seniority Employees shall be laid off from the affected classification beginning with the least senior Employee.
 - 3. Any least senior Employee so laid off shall be able to exercise seniority rights to bump the Employee with the least seniority in his/her classification first, and then exercise his/her seniority to bump any Employee with the least seniority in any classification within his/her group classification or to any classification within the bargaining unit, provided the Employee had previous seniority in said other classification, or s/he may accept the layoff. When Employees bump into a classification outside their present group classification, they will only be able to bump an Employee who holds less seniority than the seniority they held in that classification.
 - 4. The least senior Employees, who remain unplaced after the reduction in the required classification(s) and bumping is completed, shall be laid off.
- C. The above layoff procedure does not apply to the normal reduction of the work force during the time school is not in session.
- D. Employees to be laid off from their regular duties for an indefinite period of time will have

at least fourteen (14) calendar day's notice of layoff. The Local Union secretary shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.

- E. Should a position be eliminated, said Employees affected shall be allowed to bump using their seniority to any position within their classification that their seniority and qualifications shall allow.

Employees so bumped shall be able to use their seniority rights to bump.

The left over Employee shall then be considered laid off.

If no position is available in an Employee's classification, the Employee shall be able to bump the least senior employee in any classification provided the employee has previous seniority and qualifications in that classification.

Employees so bumped shall be able to bump.

The left over Employee shall be considered laid off. The laid off employee will be given the first opportunity to substitute prior to utilizing a substitute.

SECTION 17: RECALL PROCEDURE

- A. Should the working force be increased after a layoff, Employees shall be recalled in the inverse order of the layoffs.
- B. The most senior Employee shall be recalled, after the posting and bidding process, to the next available opening in the classification from which the Employee was laid off.
- C. Recall will be by written notice sent by registered or certified mail to the Employee's last known address on file in the Board of Education office and shall require that the Employee report for work within ten (10) days after the date of delivery or proof of non-delivery.
- D. Recall rights shall extend for two (2) years, or a length of time equal to the bargaining unit member's seniority, whichever is greater.

SECTION 18: TRANSFERRING OUTSIDE OF BARGAINING UNIT

When an Employee accepts a position with the Employer outside of this bargaining unit, they shall have sixty (60) calendar days to accept or decline the new position. Within the sixty (60) days they will be allowed to transfer back into an open position within the bargaining unit with no loss of seniority or benefits.

However, if an Employee goes beyond the sixty (60) calendar days and wishes to transfer back into the bargaining unit, they may apply for a vacant position within the unit but shall only be considered after all qualified bargaining unit applicants have been offered the vacant positions. While their years of service with Employer will count toward their benefits, their unit seniority

will start the date they re-enter into this bargaining unit.

SECTION 19: TRANSFERS AND PROMOTIONS

A. Definitions

Transfer Transfer is a lateral move defined as a movement with no change in classification or pay rate. Seniority and qualifications shall be used in considering Employees for a lateral move. An Employee shall be given a trial period as outlined under transfers.

Promotion Promotion is an upward change in job classification that results in additional compensation/increased rate of pay and/or additional responsibilities. An Employee will be given a trial period as outlined under Promotion.

Qualifications Qualifications may include discipline record, individual evaluations, overall work record, previous experience, and past 24 months discipline and attendance record.

B. Vacancies The Employer will publicize all vacancies within the Bargaining Unit by posting in all buildings of the district. Employees may apply for the vacancy.

The notice of the position shall be posted for a period of five (5) working days, setting forth the job title, location, hours of employment, rates of pay and general qualifications necessary to perform the job. Where possible, the position shall be filled within five (5) days from the expiration of the posting.

1. Consideration for a vacancy shall be within the Employee classification group (one of six (6) major areas). Should the vacancy not be filled within the classification groups, Employees from other group classifications will be considered prior to new hires, provided they meet the qualifications.
2. The Employer agrees to give due weight to the qualifications of all applicants.
3. Employees going on vacation are urged to notify the Union President or their Steward, as to their address while on vacation, if they wish to be notified of vacancies which may occur while they are gone. The Employer will provide extra copies of the posting requested by the Union.

C. Transfers

1. Transfers to a posted vacancy through the bidding process shall be permitted within each group classification in order of seniority. An Employee so transferred shall be given a twenty (20) working day trial period in which to demonstrate his/her ability to perform the duties of the job. The Employer shall have the right at any time during the trial period to revert the Employee to his/her previous permanent position if, in the opinion of the Employer, the Employee's work performance is not

satisfactory. The Employee shall have the right at any time during the trial period to revert to his/her previous permanent position if s/he so desires.

2. If the Employer reverts the Employee to his previous permanent position after his/her trial period, it may be subject to the grievance procedure.
3. Any Employee who has reverted back to his/her previous permanent position during his/her trial period may not apply for a similar position for a period of at least six (6) months.
4. There will be guaranteed training conducted by Management. If Management utilizes A.F.S.C.M.E. personnel in the training process that selected person must willingly accept the trainee.
5. An Employee may be granted a maximum of two (2) lateral move transfers during any given fiscal year July 1 – June 30. Note: A maximum of only one (1) temporary lateral move within the above specified two (2) moves will be allowed. (No more than any combination of two (2) moves will be allowed.) This restriction does not prohibit an Employee from a promotional change.
6. The only moves that will be recognized as lateral moves are the ones that are “bid” on for posted positions. Postings will be to replace the person and “their route.”
7. Employees may only hold one (1) temporary position and one (1) permanent position. Employees may bid on a second temporary position and, if awarded, Employee must give up rights to the first temporary position. The first temporary position will then be posted for seniority bid.
8. Employees, during their probationary period as a new hire, shall complete their probationary period in that building and may be granted only one (1) transfer during the remaining fiscal year July 1 – June 30. Thereafter, they shall follow the language under Transfers.

D. Promotions The Employer agrees to use qualifications and seniority in considering Employees for promotion. Seniority will govern when qualifications are equal. An Employee being promoted to a higher paying classification or promoted within their classification shall be given a trial period of up to twenty (20) working days in which to demonstrate his/her ability to satisfactorily meet the standards and perform the duties of the job. The Employer shall have the right at any time up to the conclusion of the trial period to revert the Employee to his/her former classification or previous permanent position within their classification if, in the opinion of the Employer, the Employee's work performance is not satisfactory. During the period, the Employee shall receive the pay rate for the job s/he is performing. The Employee shall have the right at any time during the trial period to revert to his/her former classification or previous permanent position within their classification if s/he so desires.

E. Temporary Positions

1. Temporary positions have been created to replace an Employee who is absent from his/her position for consecutive periods of thirty (30) working days or more, and shall be posted within five (5) days of written notification to the Human Resources Office.

If management is made aware with doctor's verification that an Employee will be absent thirty (30) working days or more, the position will be posted immediately.

Should an employee be on long-term disability for a period exceeding 12 consecutive months, the District shall have the option to fill the employee's position. At such point in time that the employee returns to work, the employee shall bump the position of the least senior bargaining unit employee that does not result in a loss of wages or hours or any substitute in his/her classification.

2. Employees who fill temporary positions will be eligible for all fringe benefits in the temporary position.
3. Employees transferring to a temporary position for twenty (20) working days or less shall return to their previous permanent position or run and will not lose any seniority. In the event this occurs for a bus driver when runs are being selected and the transportation Employee does not have twenty (20) working days in the temporary position, the Employee will choose to pick a run or stay in the temporary position. When the temporary position is completed, the driver shall return to relief driver status and can use seniority for any posted run that becomes available.
4. Upon completion of the temporary position, the Employee will revert back to his/her previous permanent position.
5. The seniority of an Employee taking a temporary position within the same classification will not change. Employees transferring to a temporary position outside their classification shall have twenty (20) working days to revert back or management may revert them back without loss of seniority. If an Employee stays in a temporary position outside his/her classification after fifty (50) working days, his/her seniority shall start from the first (1st) day in the temporary position, and his/her seniority will be frozen in his/her regular classification.
6. No fringe benefits of any kind will be given to any temporary Employee who is not a member of the bargaining unit.

SECTION 20: NEW POSITIONS

- A. New positions in the bargaining unit may be established by the Employer.
- B. Upon creation of a new position, the Employer and the Union will meet to negotiate an appropriate wage rate and classify the position. In the event that agreement is not forthcoming within fifteen (15) calendar days, which shall include three (3) meetings if

necessary, it shall become a proper matter for the grievance procedure.

SECTION 21: LEAVES OF ABSENCE

A. Leaves of absence shall apply for all members of the bargaining unit.

Written application must be made to the Superintendent of Schools or Designee.

Upon written application, at least ninety (90) days prior to the expiration of the leave, the Superintendent or Designee may, at his/her discretion, extend the leave of absence period for one (1) additional year.

1. Scheduled salary adjustments, seniority and retirement credit are not allowed for such a leave.
2. An Employee who accepts other employment while on leave of absence shall lose his/her seniority with the district and shall be subject to discharge.

B. **Personal Leave** Employees may be granted a leave of absence for personal reasons, without compensation or other benefits, for a period of up to one (1) year, provided it does not injure the program of the school.

C. **Return from Personal Leave** An Employee granted a leave of absence for a full semester or more must give written notice to the Superintendent or Designee at least thirty (30) calendar days prior to the expiration of the leave that s/he expects to return at the expiration of the leave.

1. Upon his/her return from leave of absence, the Employee will be given the assignment s/he held before going on leave. Should the returning Employee refuse this position, the obligation of the district shall be ended.
2. Bus drivers returning during the "selection of routes" period will exercise his/her right of selection of route according to his/her seniority. Any driver who cannot be present at the bid time has the right to bid for a run if these steps are followed: refer to Transportation language.

D. **Peace Corps Leave** A leave of absence will be granted for up to one (1) year to any Employee who joins the Peace Corps as a full-time participant in such a program. Such leave will be considered for extension as outlined in Section B of this article.

E. **Veterans Leave** Veterans will be entitled to reemployment rights as provided by the law.

F. **Union Leave** Leave may be granted for a period of one (1) year to one (1) Employee for the purpose of holding a full-time elective or appointive office with the Union representing the bargaining unit. This leave may be renewed for one (1) year periods, providing that a certified request is made no later than sixty (60) days prior to the date of the current leave.

No wage or fringe benefits or other benefits shall be due the Employee during such a leave.

Should the Employee not complete his/her full year of service with the Union, s/he will return to the assignment s/he held before the leave.

SECTION 22: SICK LEAVE AND BUSINESS DAYS

It is understood that days are now being converted to hours.

Employees absent from duty on account of personal illness or other reasons set forth in this article shall be allowed such leave as set forth in this article.

- A. 1. Full-time custodians/utility drivers, skilled trades, grounds/warehouse utility, and mechanics who are twelve month Employees, shall be granted one (1) day sick leave per month, per working year. It is understood that the twelve (12) days will be added on for the school year, which begins July 1, to those days which were previously accumulated. The Board agrees to add provision for all Employees with previously unused sick days to have their banks restored to reflect all escrowed days.
- 2. Employees in A. 1. above who have, for a period of two (2) consecutive years, used up all granted sick leave, shall be granted one (1) sick day per month. It shall be understood that these Employees shall be granted the sick days only after the sick day has been earned at the end of the month. In order to be able to have the twelve (12) sick days restored at the beginning of the work year, the Employee would have to accumulate ten (10) sick days over a two-year period.
- B. 1. The cooks, cashiers, bus drivers and regular part-time custodians who work only during the time school is in session, will have ten (10) days added on July 1 to those days previously accumulated.
- 2. Employees in B. 1. above who have, for a period of two (2) consecutive years, used up all granted sick leave, shall be granted one (1) sick day per month. It shall be understood that these Employees shall be granted the sick days only after the sick day has been earned at the end of the month. In order to be able to have the ten (10) sick days restored at the beginning of the work year, the Employee would have to accumulate eight (8) sick days over a two (2) year period. This paragraph does not apply to long-term disability Employees who use all of their accumulated sick days due to an extended illness.
- C. Accumulation of sick days shall be capped at one hundred fifty (150) days. Employees with more than 150 days as of August 31, 2009 in their sick bank shall have unlimited accrual of sick days.
- D. Sick days will be granted for:
 - 1. Personal illness or quarantine of Employee or Employee's living quarters.

2. To provide care for a parent, child or spouse of an Employee for one (1) day in case of illness or accident when there is no one else available to take care of them. A maximum of four (4) days per year may be used for this purpose.
 3. Under extenuating circumstances additional time may be granted for reasons as outlined in the Family Medical Leave Act Requirements of 1993 to a maximum of twenty (20) paid consecutive sick days per year. Any reason other than the ones listed will be decided by the Human Resources Executive Director and the supervisor concerned.
 4. Employees may accrue sick and vacation days for the first six (6) months they are paid disability insurance and Workers Compensation by the Board of Education carriers. After that time, accrual of sick and vacation days will discontinue.
- E. Each Employee shall be notified at the beginning of the school year as to the number of accrued sick days.
- F. Any Employee covered by this sick day policy not fulfilling his/her contract, either by resignation or dismissal, will have his/her sick days prorated for the year and shall be required to pay back to the Employer all sick day payments of which s/he is not entitled.
- G. The Employer requires that an Employee ill for more than five (5) working days, before returning to work, present the Employer with a certificate of good health from the attending physician indicating that the Employee is physically and mentally able to return to work.
- H. Employees are required to notify their immediate supervisor of their absence due to illness in time for other arrangements to be made. Failure to notify the supervisor prior to shift beginning time may result in loss of pay for the full shift.
- I. An Employee taking no more than one (1) sick day in a school year will receive one (1) bonus day the following school year. An Employee taking no sick days in a school year will receive two (2) bonus days the following school year. Such days shall be accumulated up to five (5). If unused, these days shall be placed in the individual's sick bank.

Employees may utilize bonus days for payment on snow days or in-service workshop days, for which they normally would not be paid. A "Request for Leave Day(s)" form must be completed for each day they use.

- J. Business Days Out of the employee's accumulated leave days, two (2) days per year may be utilized as business days. Such leave shall be requested only to carry out such business as cannot be accomplished at times other than working hours, such as mortgage closing, legal matters, orthodontic visits, graduation, getting married, and death of a friend. The following are examples of those kinds of things that are not acceptable for business leave. This does not represent a total listing of unapproved activities. Travel with spouse on business trips, hunting, house cleaning, review real estate in other communities or states, moving, honeymooning, house hunting, social functions, review of any item for purchase in another community or state, vacation extensions, interviewing for other positions, union or association activities and other matters that will take more than one (1) day to complete.

The request for business days shall be made to the supervisor at least one (1) week in advance with the reason for business leave requested in writing on a "Request for Leave Day(s)" form. Emergency requests of less than one (1) week's notice may be granted. Existence of an emergency will be determined by the Employer.

SECTION 23: MEDICAL LEAVE

Employees on a leave of absence for medical reasons are covered under the sick leave policy. If the illness extends beyond the sick leave policy and the employee is deemed eligible for LTD insurance, he/she will be allowed leave for a maximum of two (2) years and the district will continue their medical insurance for 90 days from the date of LTD commencement. If the employee currently has prorated medical insurance costs, that same proration will continue during that period. An employee may continue at his/her own expense, dental and vision coverage while on LTD at the COBRA rate, effective the first of the month following his/her LTD eligibility.

The Employer will continue health, vision, LTD and dental insurance coverage premiums for employee until such time as an LTD determination is received. Employee must maintain any prorated medical insurance costs during this period. If an employee is not deemed eligible for LTD coverage, with the exception of those who qualify for FMLA, he/she will be responsible for reimbursement of employer-paid insurance premiums during that period if employee was on an unpaid status.

1. The Employer is given the right to have an examination of an Employee sick for any length of time by a physician of its own choosing at the Employer's expense.
2. Should the Employee challenge the Employer's selected physician's report, the following procedure will be employed:
 - a. The Employee may elect to be examined by a physician of the Employee's choice at the Employee's expense.
 - b. If the report of the Employee's and Employer's physicians are in conflict or disagreement, the Employer may have the Employee examined by a mutually agreed to appropriate specialist in the field of dispute for final determination of the matter. Recommendation of the agreed upon specialist shall be binding on the parties. Cost of the examination shall be borne by the Employer.

Return from Medical Leave An Employee returning from a medical leave of absence must notify the Superintendent or Designee with a doctor's statement thirty (30) days prior to the date of return.

1. Upon his/her return from a medical leave of absence, all Employees will be returned to his/her same job that s/he left. The current Employee holding said temporary position shall return to his/her former position.

SECTION 24: WORKERS' COMPENSATION

In the event an Employee loses time as a result of illness or injury incurred in the course of his/her employment, for which the Employee receives benefits under the Michigan Workers' Compensation Act, the Board will allow Employees to have the option (in writing) of being paid the difference between the amount paid for compensation and the amount normally earned on a straight-time basis as long as the individual has days remaining in his/her individual sick bank. A prorated amount of time shall be deducted from his/her sick bank for each day of absence. When Employees are released to return to work after having been absent on a Workers' Compensation disability, they will be reinstated to the classification held prior to his/her injury.

SECTION 25: CHILDBEARING AND CHILD CARE LEAVE

An Employee shall notify the Human Resources Office, in writing accompanied by a physician's statement, as to the date of expected birth as soon as the doctor confirms the pregnancy.

1. A childbearing leave of absence will be treated in the same manner as any disability.
2. The Employee shall furnish periodic statements from the physician as often as she has examinations indicating her well being and ability to perform all duties and functions of the work required of the assignment.
3. The childbearing disability will end at the point where the Employee has received a post-natal examination and the doctor indicates the Employee may return to work.
4. An Employee returning from a childbearing leave will be placed back to the position in the classification, upon written authorization of the physician.
5. Upon written request, the Employee may be granted a childcare leave of absence for a period not to exceed one (1) year. The childcare leave of absence would begin from the date that the doctor had indicated that said Employee should return to work. No salary will be received during the time of the childcare leave. Time on childcare leave shall not be counted for service and salary increments.
6. If the Employee is granted a childcare leave for a period up to one (1) year, the Employee may exercise his/her seniority in the position of his/her classification to bump the Employee with the least seniority.

SECTION 26: BEREAVEMENT DAYS

The Board of Education shall provide up to three (3) days with pay in case of the death of a husband, wife, child, father, mother, father-in-law, mother-in-law, grandchild, sister, brother, grandfather, grandmother, spouse's grandparent, brother-in-law, sister-in-law, step mother, step father, step sister, step brother, step child/children, step grandparent, or a member of the immediate household not related. Up to one (1) day per incident shall be provided in case of the

death of an aunt or uncle. Under extenuating circumstances, additional time may be granted using accumulated sick days and/or vacation days. The employee must attend the funeral to receive bereavement days, and may be required to produce written verification of the same.

SECTION 27: OTHER ABSENCES

- A. Absence for jury duty by an Employee will not be chargeable to the sick leave allowance, and the Employer will pay the difference between the Employee's pay for jury duty and his/her regular daily wage. Should the Board and the Employee mutually agree, the Board may request the release of the Employee from jury duty when such absence would create a hardship on the District.
- B. An Employee will be granted time off to attend Union conferences or conventions. Application should be made in writing at least two (2) weeks prior to the meeting date. Deduction of the daily wage will be made for all time lost. All necessary expenses shall be borne by the Union.
- C. When an Employee's attendance at an educational conference or convention is approved by the Superintendent or Designee, the time spent will not be deducted from the sick leave allowance and necessary expenses will be paid by the Employer.
- D. AFSCME Employees who are required by the Employer to attend classes, workshops or in-service training will be compensated for all hours required at the straight time rate of pay. The straight time rate of pay also applies to regular work hours before or after the required participation time that day.
- E. Unless Employees are notified to not to report for work because of unusually severe weather conditions or other circumstances, they are expected to be present. Employees unable to report to work will be allowed to utilize vacation time, bonus days, or a non-payday. This provision shall not apply to bus drivers or cafeteria personnel. Employees who are not notified to not report and find on reporting that there is no work shall be granted one-half of their usual daily rate.

SECTION 28: HOLIDAYS

- A. Holidays paid for by the Employer at a regular rate of pay shall apply to (12) month Employees who are regularly employed for eight (8) hours or more per day, as follows, during the life of this Agreement. The following days shall be celebrated as holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Memorial Day

- B. It is understood that the Employees of this contract will be given four (4) hours of special vacation time for the purpose of attending the Union picnic, provided they are scheduled to work that day. It is further understood that the picnic will be scheduled by the Union after the end of the school year, that employees must attend the picnic to receive the paid time off, and that employees are on their own time at their own choice when they attend the picnic. Three (3) members of the bargaining unit, mutually agreed upon by both the Local and Administration, will be allowed additional vacation time on the morning of the Union picnic to prepare the same. Dates to be established.
- C. Employees will be granted the Friday following Thanksgiving as a holiday as listed above except that when school is in session on that day, the Employees of this contract will work a normal shift without premium, but one (1) day will be added to their vacation.
- D. It is understood that when a holiday falls on a Saturday, it shall be celebrated on Friday. When it falls on a Sunday, it shall be celebrated on Monday.
- E. In order for an employee to be paid for any holiday(s), the following format must be followed:
 - 1. Employees must be scheduled and work a full day on their last regular work day before a holiday and be scheduled and work a full day on their first day following a holiday. Part-time employees are not eligible for the 4th of July and Labor Day holidays unless school is in session for students before and after those two (2) holidays or if the employee is scheduled to work during the summer months.
 - 2. If the holiday falls within a vacation or other approved leave, the employee must work the last scheduled day before the vacation/approved leave and the first scheduled day after the vacation/approved leave.
 - 3. If the employee does not work either of the above-mentioned days, verification for their absence will be requested.
- F. If for any reason classes are in session during any of the above days, Employees will be expected to report for work at their regular rate of pay. Other days will be determined as holidays by mutual agreement should this occur.

SECTION 29: VACATION

- A. Vacations will normally be taken during the summer season or at other times when school is not in session. Vacation requests for other times of the year will be considered provided all operational assignments can be covered adequately. Where there are fewer than four (4) Employees in any group classification, no more than one (1) may be off at one time. Requests for vacation submitted prior to April 30 will be considered according to seniority; requests after April 30 will be considered in order of date received.

Employees are required to submit requests for vacations at least one (1) week prior to the day(s) requested; however, other requests will be considered.

- B. Senior Employees will have preference for vacation dates.
- C. In the event of resignation or dismissal, accrued vacation time shall be granted.
- D. When a holiday is observed by the Employer during an Employee's vacation, the vacation shall be extended one (1) day per holiday.
- E. Employees may accrue sick and vacation days for the first six (6) months they are paid disability insurance and Workers Compensation by the Board of Education carriers. After that time, accrual of sick and vacation days will discontinue.

Full-Time Employees

- A. All regularly employed full-time Employees employed on a twelve (12) month basis will be granted vacations, in addition to the holidays established by this Agreement, according to the following schedule:
 - 1-3 yrs.....Ten (10) days vac.
 - 4-6 yrs.....Twelve (12) days vac.
 - 7-9 yrs.....Fourteen (14) days vac.
 - 10 yrs.....Fifteen (15) days vac.
- B. An Employee, as described in A. above, who has been employed by the school district less than one (1) year as of July 1, will be granted vacation at the rate of 5/6's per month of employment or major fraction thereof worked in the preceding period between July 1 of one year and July 1 of the next, but not to exceed ten (10) working days.
- C. Vacation periods must be earned in the previous school year (July 1 to June 30). Employees who have been employed by the school district less than one (1) year as of July 1, will be granted vacation at the rate of 5/6ths per month of employment worked in the preceding year between July 1 and June 30, but not to exceed ten (10) working days. Note: This affects Employees with service time up to three (3) years.
- D. Vacation can be accrued up to 30 days. Employees are allowed cash payment for up to five (5) earned vacation days not taken by October 1 of the following year. Vacation time accumulated prior to October 1, 2006 will not be subject to mandatory use.

SECTION 30: RETIREMENT

- A. An Employee retiring under the Michigan Public School Employee's Retirement Act shall receive \$50.00 for each year of service in the school district. This will be prorated for part-time Employees.
- B. Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employees' Retirement Act, or in the event of the death of the Employee,

any Employee with ten (10) calendar years of service or more may redeem all unused sick days at twenty-five percent (25%) of the Employee's daily rate per unused sick day up to one hundred twenty (120) days. In the event of death, the estate will be given the money.

- C. Whenever possible, the Board and the Union will notify one another of an impending retirement of any Union member.
- D. Longevity shall be paid to the date of retirement.

SECTION 31: WORK SCHEDULE AND OVERTIME COMPENSATION

- A. A full-time Employee is defined as someone who works at least eight (8) hours per day during the school year, five (5) days per week, and is not a full-time employee of any other organization.
- B. All Employees shall have regular starting and quitting times. Employees are expected to be at their regularly assigned buildings at their scheduled starting times. Starting and quitting times will not be adjusted after October 1st except as such changes are mutually agreed to by the Union and the Employer.
 - 1. During holiday breaks, afternoon and midnight shifts have the option to work the day shift.
 - 2. If an activity is scheduled during breaks, Employees will be given the option of working the afternoon shift on a voluntary basis. If no Employee volunteers, the activity will be filled by the lowest seniority within the building.
- C. Employees who are working a scheduled shift but are sent home because of no work will be paid one-half of their normal shift of work, or the amount actually worked, whichever is greater, but in no case less than two (2) hours.
- D. An Employee called for emergency purposes outside of his/her regular shift will be guaranteed at least two (2) hours pay.
- E. Overtime will be paid on the check following overtime worked as follows:
 - 1. Time and one-half will be paid as follows:
 - a. For all hours over eight (8) in one (1) day.
 - b. For hours worked in excess of forty (40) hours in one (1) week.
 - c. Working on Saturday.
 - d. There shall be no pyramiding of overtime.
 - 2. Double time will be paid as follows:
 - a. For all hours worked on Sunday.
 - b. For all hours worked on holidays. Time worked on holidays will be double time plus holiday pay.

3. Summer hours: The district has the option to schedule a four-day work week from the last student day of school at the end of the year to the first student day at the beginning of the year. It is understood that the workdays will last for 10 hours each day. It is also understood that employees will not receive overtime pay for the work over 8 hours each day during this period.
- F. When any person is transferred into a building for a temporary assignment, they will be added to the overtime rotation on the list according to where their district-wide classification seniority places them on the individual building rotation list.

SECTION 32: COMPENSATION SCHEDULE

- A. All Employees of the bargaining unit will receive benefits based on their regular hours worked. For bus drivers, their regular hours will be determined by October 1st of each year. All others will be determined after thirty (30) days in the position.
- B. Compensation is based on 2,080 hour per year, with a forty (40) hour workweek. Overtime in excess of eight (8) hours per day, or forty (40) per week, shall be paid at the rate of time and one-half (1 ½).
- C. Should an Employee be promoted to a higher classification, the Employee will move to the step of the new classification in accordance with the Employee's number of years of service in the district.
- D. When an Employee is assigned to work in a higher classification or more than four (4) consecutive hours, the Employee shall receive the rate of pay for the higher classification. When an Employee works in a lower classification, the Employee will receive his/her regular rate of pay.
- E. Bus drivers will be paid overtime for all hours of employment in excess of eight (8) hours a day or forty (40) hours a week.
1. Field trip time will not be used to determine fringe benefits.
- F. Compensation schedules are shown on Appendix I.
- G. In the event the entire district converts to direct deposit and paperless environment, all employees shall receive their pay via direct deposit and receive their payroll data/voucher via electronic means.
- H. Certification and Stipends
1. The employer agrees to pay for any cost (this includes class fee, mileage out-of-district and hourly rate) associated to maintain or obtain any certification that may be required of an employee in their current position. An employee is solely responsible for any costs to obtain or maintain a certification they choose to pursue on their own in an effort to enhance their qualifications for promotion to another position.

2. The renewal of required certifications is the responsibility of the employee. Failure to renew required certifications before they expire will result in a loss of any stipend(s) associated with the certifications. Failure to renew required certification(s) before expiration will result in disciplinary action. Stipend for certification(s) will be paid to the employee when assigned to a position requiring the certification.
3. Voluntary certifications for which a stipend is paid are the responsibility of the employee; Failure to renew voluntary certifications before they expire will result in a loss of any stipend(s) associated with the certification.

SECTION 33: LONGEVITY

A. Longevity for all full time Employees years of service:

Employees eligible at ratification		Employees eligible after ratification	
10 years	\$600.00	10 years	\$300.00
12 years	\$800.00	12 years	\$400.00
14 years	\$1,000.00	14 years	\$500.00
16 years	\$1,200.00	16 years	\$600.00
18 years	\$1,400.00	18 years	\$700.00

- B. Longevity payments to be made on the first payday after the anniversary date.
- C. Longevity shall be paid to date of retirement.
- D. An Employee on an applied for unpaid leave shall not receive their longevity until they return to work.
- E. An Employee off on a paid medical leave or Worker’s Compensation, excluding LTD, shall be paid their longevity under the following conditions:
 1. Full-time employees must have available a minimum of eight (8) hours sick or vacation time within the immediate two (2) weeks prior to their anniversary date.
 2. Part-time employees must have available a minimum of their calculated benefit hours of sick or vacation time within the immediate two (2) weeks prior to their anniversary date.

All employees must submit a request in writing two (2) weeks prior to longevity date to receive longevity pay.

SECTION 34: PART-TIME EMPLOYEES

A. Compensation schedules are shown on Appendix I.

B. A part-time worker shall be defined as a regular Employee with a job assignment of less than eight (8) hours per day. Hours assigned shall be determined to be part of a regular shift. The workload shall be assigned by the supervisor.

C. Because of the concept of true proration, the following indicates what fringe benefits the part-time Employees that are a part of this bargaining unit will receive:

D. Life Insurance Upon proper application, the Board will provide the following life insurance for all part-time Employees:

\$17,500 term policy for Employees working 6 hours but less than 8 hours per day.

\$12,500 term policy for Employees working 4 hours but less than 6 hours per day.

\$ 7,500 term policy for Employees working 2 hours but less than 4 hours per day.

Employees electing not to be covered by hospital-medical-surgical coverage may elect to have double the life insurance protection they are entitled to instead of hospitalization coverage. The Employee may request this in writing to the Human Resources Executive Director.

E. Hospitalization Upon proper completion of the required hospitalization form by the Employee, the Board will provide the type of hospital-medical-surgical coverage presently carried for each full-time Employee, and will cover the cost of the premium on a true prorata basis (a percentage of an eight (8) hour day). Please refer to the Insurance Section.

Effective October 1, 2010, all employees receiving District-paid medical insurance shall contribute to the cost of such premiums as follows: employees with single coverage shall pay \$35 a month; employees with double/couple coverage shall pay \$75 a month; and employees with full-family coverage shall pay \$100 a month. Such payments shall be in addition to contributions that are already made by less than full-time employees.

F. Vision Insurance Upon proper completion of the required vision insurance application form by the Employee, the Board will provide vision insurance for each part-time Employee and family. Please refer to the Insurance Section.

G. Dental Plan Upon proper completion of the required dental insurance application form by the Employee, the Board of Education will provide a dental insurance plan for all part-time employees, and will cover the cost of the premium on a true prorata basis. Please refer to the Insurance Section.

H. Longevity For all part-time Employees that are a part of this bargaining unit the Board of Education will provide longevity pay as spelled out for full-time Employees except that it will be based on a prorata basis considering the fractional part of the day worked. For example, an Employee who has worked for ten (10) years for the district and is presently working four (4) hours per day, the following formula will apply to determine longevity pay:

Contract Schedule X Portion of Day

10 years = \$600 X 4 hours (.50%) = \$300

- I. Vacation Vacation pay will be given to each part-time Employee in his/her last paycheck of the school year. Part-time Employees hired after September 1, 2006 working a minimum of four (4) hours per day will be eligible to earn vacation. Vacation will begin to accrue the first day of the following month. Part-time Employees hired prior to September 1, 2006 will earn vacation based on the years of service and scheduled hours with the school district according to the following schedule:

1 – 3 years	Five (5) days vacation
4 – 6 years	Six (6) days vacation
7 – 9 years	Seven (7) days vacation
10 – 11 years	Eight (8) days vacation
12 – 13 years	Nine (9) days vacation
14 – 15 years	Ten (10) days vacation

Vacation will normally be taken during summer season or at other times when school is not in session.

Prior to April 1, an Employee may, at his/her option, notify the Human Resources Executive Director that s/he will carry over to the next school year a maximum of five (5) vacation days. Intent: Employee will not be able to take vacation time not accrued or banked.

- J. Holidays Refer to Section 28.

- K. Part time employees will be considered for substitute positions within the following guidelines:

1. These positions shall not be in conflict with the employee's regular work schedule.
2. The addition of the substitution hours to the employee's regular schedule does not put employee into overtime wages.
3. Section #31 E 1.a. – definition of overtime shall not apply to hours worked under this section.
4. Section #31 E 1.b. – definition of overtime will apply to hours worked under this section.
5. The employee who substitutes in another classification will be paid at the step one rate of that classification; no benefits will accrue with any hours worked as a substitute.
6. Employees wishing to be considered for substitute work during the school year must apply in writing to the appropriate supervisor by September 1 of each year. Employees wishing to be considered for substitute work during the summer months must apply by May 1 of each year.

SECTION 35: CUSTODIANS AND MAINTENANCE/GROUNDS-UTILITY EMPLOYEES

- A. 1. All full-time custodial, maintenance and grounds/warehouse utility Employees shall

have one-half (½) hour lunches and two (2) fifteen (15) minute breaks.

2. During the summer months, as custodians are needed to remain after 2:30 p.m., the afternoon and midnight shift personnel shall do so on a rotating basis. All others will work the day shift, from 6:00 a.m. until 2:30 p.m.
3. It is understood and agreed that regular part-time custodians are employed and that their work assignments shall be within the hours established for the particular shift to which they are assigned. Except in emergencies, any changes in custodial schedules when school is not in session will require three (3) days prior notice.
4. Eight (8) hours work will be considered a full day for all Employees covered by this contract.
5. For all custodian, maintenance, skilled trades and grounds/warehouse-utility Employees, the first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.
6. In the absence of an Employee one (1) day to (30) days, said position will be filled within the building by the highest senior Employee unless there is an emergency situation.
7. Head Custodians shall be placed by bid in each secondary school, at all elementary school locations with over ten (10) classrooms.
8. New yearly seminars on spraying pesticides and herbicides under MIOSHA guidelines will be made available to all designated certified personnel before spring.
9. Management will supply a cleaning kit with each respirator for Employees to use prior to using respirator equipment.

B. Custodial Overtime

1. Prior to the listing of overtime, the administration shall provide information on such work that is expected to be completed during the assignment of overtime which would be considered specific or routine in nature. The Employees bidding on a particular overtime assignment will be able to inquire into the nature of work that is expected to be completed during the overtime assignment.
2. Any custodian who works in more than one (1) building and wishes to be on a rotation list for overtime shall have the choice of only one (1) building and shall notify the Director of Buildings and Grounds in writing as to which building s/he would like to be included in for said overtime.
3. Overtime will be first distributed equally among the non- probationary Employees

within a building.

4. The Director of Buildings and Grounds will provide a district-wide custodian/warehouse and a maintenance/grounds/warehouse utility overtime list. When overtime cannot be filled within a building/ classification, it will be distributed equally by seniority within the group classification on a district-wide basis. A "NO" answer constitutes a turn. All the Employees on the list shall be asked prior to any Employee being asked more than once.
 - a. Employees up for scheduled weekend overtime may not work overtime if they called in sick the day before.
 - b. Weekend overtime distributed on a district-wide list shall be done by the Thursday prior to the weekend if the Building and Grounds Department has received notification prior to that Thursday.
5. Every three (3) months the administration will update this overtime list. The Director of Buildings and Grounds will confer with the President of AFSCME on equal distribution of the district-wide overtime. The AFSCME president will be given a copy of the district-wide overtime list.
6. An Employee shall not exceed twelve (12) hours of work in any one day. Exceptions may be made by the appropriate supervisor.

A normal workday for the purposes of this article will commence at six (6:00) a.m. to six (6:00) a.m.

The midnight shift will be an exception in that their day will commence when their day starts.

- C. All custodians will have the opportunity to be placed on the head custodian call in list beginning every July 1st. If a custodian requests to have their name placed on the head custodian call in list and then refuses or passes on an assignment three (3) consecutive times, their names will be removed from the list for the balance of the school year. If there is no answer or a message is left on the answering machine, and less than 48 hours until the assignment commences, then the lack of response shall constitute a pass; otherwise, the employee will have six hours to respond. Failure to respond within six (6) hours will constitute a pass. It will be the responsibility of each employee to provide a current telephone number to the Building and Grounds Department in writing if they want to be contacted.

D. Grounds/Warehouse Utility Overtime

Overtime will be mandatory for snow removal and salting throughout the district from November 1 through April 15. Exceptions would be due to illness and extenuating circumstances, or the day following a scheduled vacation day. Management will compile a list of qualified Maintenance/Grounds-Utility/ Utility Drivers employees willing to assist with overtime during snow removal and utilize the list during such time. Employees will

be called on a rotation based on district seniority.

SECTION 36: TRANSPORTATION EMPLOYEES

A. Bus Drivers

1. Drivers' schedules will be set by the Director of Transportation. Routes will be timed and estimated prior to the beginning of the school year.
2. Route selections (individual routes and their respective descriptions) must be made available to each driver at least one (1) week in advance prior to the actual route selection process/day only at the transportation building.
3. Bus driver assignments will be prepared and packaged by total estimated hours and assigned on the basis of a seniority bid at a designated time (Bid Day).
4. The Director of Transportation will assign buses to the routes at the beginning of the school year before the routes are picked by the drivers. New routes established during the school year shall have a bus assigned to it before the route is posted. Assignment of buses can be changed if district demands require doing so.
5. If new buses are ordered prior to the beginning of the school year, they will be assigned to routes before route selection. When new buses are ordered after the beginning of school, their assignment will be placed on the bulletin board, and they will not be assigned as spare buses.

B. Route Selection/Bump Day

Time Blocks per number of Employees.

1. Time blocks must be posted on the week prior to the end of the current school year.
2. All drivers will be required to sign their name verifying that they have read and acknowledged their scheduled time block and date.
3. Any Employee on leave of absence shall be sent via certified mail, their time block and date to be present for route selection.
4. Any driver who is unable to be present during route selection has the right to bid on a run if these steps are followed:
 - a. Written notification of the choices of the runs s/he would like must be submitted to the Director of Transportation at least one (1) day prior to bid time. The written notification should indicate if s/he wishes to have a kindergarten run, be on the trip board, the kindergarten sub board, etc.
 - b. The choices of the driver should guarantee s/he will be covered. For instance, a driver who is fifth on the seniority list should have five (5)

choices listed in priority order.

- c. Three (3) copies of this request must be submitted, one copy each for Management, Employee's file, and Union Steward.
- d. Failure to follow the above steps will cause the driver:
 - 1. To take the lowest seniority run upon his/her return from leave of absence.
 - 2. The driver will NOT be allowed to be on the trip board.
 - 3. The driver will NOT have a kindergarten run.
 - 4. The driver WILL BE allowed to be added to the kindergarten sub board.
 - 5. Should the returning Employee refuse this position, the obligation of the district shall be ended.

C. **Route Selection Day**

- 1. All drivers will be required to sign-in for their scheduled block on time.
- 2. Drivers will sign-in, in the presence of the Director or his/her appointee, with the time of arrival so noted. Each driver will individually have fifteen (15) minutes maximum time limit to select a route during his/her scheduled block of time provided the routes are available to the employees one (1) week prior to the route selection day.
- 3. If an Employee arrives later than their appointment time, but while his/her time block of Employees are present and selecting their routes (whether or not that particular group of Employees has begun the selection process or not), s/he may make a selection only after that entire block of Employees has finished.
- 4. If an Employee arrives after their scheduled block of Employees has selected their routes, s/he may select only after the group that is present, on time and available (whether or not the group that is present has begun the selection or not), the late individual may make a selection only after that entire group has finished.
- 5. When finished with the route selection process, drivers electing to have a permanent kindergarten run shall move to a designated area and by seniority follow the same process for selecting a permanent kindergarten run as described above.
- 6. An Employee who has arrived will not have his/her seniority standing affected with regards to placement on the field trip board, kindergarten sub board or the weekend field trip board, s/he will however have the same rule (late) applied with regards to making a selection for a permanent kindergarten run, if said Employee is in such a

position of seniority to be able to make such a selection.

7. Drivers will have the option only at bid time to make the following designation(s); select a run/route, choose an available kindergarten run, select to “take a kindergarten run should one become available,” be placed on the kindergarten sub board and/or be placed on the field trip board.
8. New routes, that is, routes which are established or have become permanently vacant after the initial route assignment period at the beginning of the school year, will be posted for five (5) working days plus one (1) day for seniority bid.

D. Route Adjustments

1. Adjustments will be made during the first four (4) weeks of the school year to arrive at regular route times.
2. Routes that are selected at the beginning of the year (on route selection/bid day) will remain that driver’s route. The following conditions will apply:
 - a. Any adjustments made to any route, after four (4) weeks, will be done with consideration given to the first available driver with the most seniority. For example, a driver with two (2) runs (either a first and second, or a second and third combination) who holds the most seniority, will receive that addition without losing the “finished” route. (A now combined package of three (3) routes/runs.)
 - b. Where this would be an impossibility, due to geographics, time constraints, school locations, or a situation where students could not be transported to and from school in a timely fashion, the addition would then go to then next Employee with the most seniority to be available with the needed time slot open in their current route, for such an addition.
 - c. There will be no posting of the “finished” run.
 - d. Every effort will be made by Management to make the addition available to the first available driver (one with an open time slot) with the most seniority. This does not mean the shifting around of a route that already contains three (3) runs in it to see if the available addition could be added to that route.
 - e. This will eliminate the ongoing problem of creating a “second bump/bid day” when he/she selected a particular route at the beginning of the school year, by following the required procedure.

E. Field Trips

1. Bus drivers wishing to be included in consideration for field trips shall sign up at the beginning of the school year. Drivers signing up will be listed in order of

seniority and on a rotation basis. Field trips will be assigned to those on the list in order of seniority and on a rotating basis.

2. New drivers will be added as they complete their sixty (60) day probationary period plus the thirty (30) calendar days additional driving time.
3. Field trips will be posted three (3) working days in advance. Saturday trips will be posted on Wednesday. Sunday trips will be posted immediately after Saturday trips are signed. Monday trips will be posted after Friday trips are signed. Tuesday trips will be posted immediately after Monday trips are signed.
4. Employees absent on the day field trips are posted will have an "absent" marked on the assignment sheet.
5. Drivers accepting the field trip must initial the trip board and a trip indicating their acceptance between 7:00 a.m. until Employee p.m. punch-in time the day the field trip is posted, indicating their acceptance. If a trip is posted after the p.m. punch-in time, a driver must sign by the end of his/her workday or it shall be a pass.
6. Drivers are to notify the Director as early as possible if they do not intend to accept the field trip.
7. A driver refusing an assignment for a field trip shall lose his/her turn until his/her name comes up again on the rotation schedule.
8. Four (4) consecutive passes in a row and the driver's name will be dropped from the field trip list.
9. Absences shall not be utilized in the computation of four (4) consecutive passes. (Absences do not stop passes.) An exception will be made for approved absences and union business which will not be considered a pass; they will constitute an absence.
10. If a cancelled field trip causes a driver to be posted for two (2) overlapping trips on the same day, that driver will be allowed the next available trip also.
11. Should a trip be cancelled before trip start time, the driver affected shall become eligible for the next available trip not already assigned. (Cancellations do not stop passes.) Definition of trip start time is one half hour before scheduled trip departure time. If a driver's trip is cancelled after the trip start time, driver will have the option to receive trip guarantee or, if available, cover regular run and take next available trip.
12. Drivers that take a field trip must work either an a.m. or a p.m. run on the day of the field trip.
13. Drivers can take a school pass if the trip happens to fall on a school date. Drivers will lose their turn on the trip board until their next turn in rotation.

14. Drivers should sign up as soon as possible. Give others time to sign.
15. On continuous trips no prep time will be paid.
16. Bus drivers required to take overnight trips:
 - a. Shall be paid time worked. This would include prep time for second day and then be treated as a regular field trip.
 - b. Reasonable reimbursement for meals and lodging (where group is staying) will be made.
17. Summer trip board will be treated the same as the noon run board. When trip is known, drivers will be called a minimum of three (3) days in advance by 7:30 a.m. for trip assignments.
18. Each bus on an out-of-district field trip shall be accompanied by a responsible adult.
19. Transportation of twenty (20) or more individuals/persons/people going on a field trip from any school will be done by bus drivers from Romeo Community Schools Transportation Department, with the exception of out-of-state field trips which the District shall have the option to utilize an outside transportation service for those trips.
 - a. When possible, all field trips shall be scheduled at least three weeks prior to the event.
 - b. When the transportation department resources have been exhausted, meaning there are no bus drivers or buses available to meet our operational commitments, groups may seek alternative transportation option.
- 19.1 Transportation of thirty (30) or more people going for an athletic event from any school will be done by bus drivers from Romeo Community Schools' Transportation Department.
20. Drop and return field trips will be paid actual driving time rate of pay. ("Premium rate")

There will be no limit on the number of drop and return field trips.
21. Field trip boards will remain separated, with Monday through Friday trips on the one board (weekly/regular board) and Saturday and Sunday along with holiday trips on the other. Driver must be on the weekly/regular trip board to be on the weekend/holiday board. Four (4) consecutive passes on the weekly/regular field trip board and driver will be removed from the board. This will automatically remove driver from the weekend field trip board. Weekend field trip board passes

do not count against the weekly/regular field trip board.

F. Vacancies

1. Bus Driver Temporary Positions -- Drivers may only hold one (1) temporary position and one (1) regular run. Drivers may bid on a second temporary position, and, if awarded, the driver must give up rights to the first temporary position, finish the second temporary, and return to original status before utilizing bidding rights again. The first temporary position will then be given to the next senior person who bids on that position.
2. A transportation Employee who bids for a newly created posted run shall have a five (5) working day period to notify the Employer s/he may wish to revert back to the transportation run s/he had prior to moving to the newly created posted run. This notice must be submitted in writing to the Director of Transportation by the end of the fifth (5th) working day. The vacated run will not be posted for five (5) working days to allow for the possibility of reverting back to the vacated run. After five (5) working days, the vacated run will be posted for bid for one (1) day by p.m. punch-in.
3. In the event of a bus driver vacancy resulting from sick leave, vacation or leave of absence, where the replacement driver will be able to substitute for five (5) days or more, the following procedure will apply:

- a. Vacancies without prior notice will be posted immediately. Drivers wishing to bid on the vacancy shall submit a written bid to the Director of Transportation by afternoon punch-in time on the second (2nd) day of posting. The most senior driver bidding shall assume the vacant position on the morning of the third (3rd) day.

With regards to “temporary kindergarten runs,” vacancies as described below, the following will apply: Drivers who obtain a temporary kindergarten run through the bidding process, will have said run remain with that driver throughout the duration of the vacancy.

Should a vacancy of less than forty-five (45) working days include a kindergarten run, the kindergarten run shall stay with the “total run” and be posted as a “whole” run. There will be no separation of the kindergarten run from the a.m./p.m. portion of the run.

- b. Vacancies with advance notice shall be posted immediately. Drivers wishing to bid on the vacancy shall submit a written bid to the Director of Transportation by afternoon punch-in time on the second (2nd) day of posting. The most senior driver bidding shall assume the vacant position on the first (1st) day of vacancy.

Should a long-term vacancy occur, more than forty-five (45) working days, and the run includes a kindergarten run, the kindergarten run shall be

separated from the run and shall be posted. Only those Employees who are eligible to bid on the posting may do so.

The definition of eligibility is as follows: Those drivers who so designated on route selection day to "take a kindergarten run, should one become available."

When the original driver returns before the end of the school year, he/she will return to the kindergarten run.

4. Upon the return of the absent driver, all Employees involved will return to their former positions.
5. Persons in these positions for more than thirty (30) calendar days would receive benefits according to the section on insurance.

G. **Noon Runs - Kindergarten Runs**

1. When an Employee is unable to drive his/her assigned noon run, s/he must notify the Director of Transportation no later than the a.m. punch-in time of that day. The noon run will then be filled by regular bus drivers who wish to be included in consideration for noon runs and have signed up for such a run at the beginning of the school year based on seniority and rotation.
2. Drivers refusing an assignment for noon runs shall lose their turn until their names again come on the rotation schedule. Six (6) consecutive passes in a row and the driver's name will be dropped from the kindergarten board. (Absences do not stop passes).
 - a. However, if a driver leaves the premises and the Director is unable to contact him/her, said driver will receive an absence, and the Director will then continue down the sub list.
3. When a kindergarten run is newly created/established, all drivers have bidding rights. When a driver who currently holds a kindergarten run, bids on a newly created/established kindergarten run(s) and receives it through the bidding process, the remaining kindergarten run (one left over from senior driver's original route) will be offered to the senior driver next in line, who made the designation on the route selection day to "take the next available kindergarten run, should one become available." If said driver does not accept the kindergarten run, that driver loses all rights to have a kindergarten run for the remainder of the school year. This reference is to permanent vacancies.
4. Drivers refusing an assignment for noon runs shall lose their turn until their names again come on the rotation schedule. Six (6) consecutive passes in a row and the driver's name will be dropped from the noon trip list. Absences shall not constitute a pass on a previous assignment. However, if a driver leaves the premises and the Director is unable to contact him/her, said driver will receive an absence. The

absence will count as a turn and will not stop passes. The Director will then continue down the sub list.

H. **General and Compensation -- Transportation**

1. All Employees of the bus garage will use the time clock available. A list of the starting time (punch-in time) for all bus drivers will be posted on the bulletin board.
2. All Union drivers will be used first before the substitute drivers are used.

Special circumstances, i.e., late field trips, call-ins, or unanticipated illness which would make a three run available will result in permitting Union personnel to move if they so choose.

3. All regular education drivers will be guaranteed a minimum of a two (2) hours a.m. and two (2) hour p.m. schedule. The Employee is to remain available for work assignment if the shift is less than two (2) hours. Special education drivers will be guaranteed a minimum of five (5) hours. When a special education school is on half-day sessions, special education drivers will be paid for all clock hours worked on that day.
4. Transportation Employees will be paid at their regular rate of pay while attending drivers' school, or on road tests, which will include travel time and any time lost.
5. A maximum of three (3) transportation Union stewards shall be paid two (2) hours for time worked on organizing routes on route selection day.
6. Bus drivers required to take field trips over 20 miles will be granted a minimum of four (4) hours pay. Field trips 20 miles or less will be granted a minimum of two (2) hours pay. Mileage will be measured from the bus garage.

Actual driving time will include pre-trip(s) and begin from the point of departure to event, (both on a "stay with trip" and a "drop and return trip"), time instructed to return to event, and/or when actual event ends.

Overtime will include all hours worked in excess of eight (8) hours per day for all employees.

7. Bus drivers required to return to work after leaving the premises, upon request of their supervisor, will be paid a minimum of two (2) hours.
8. Bus drivers will be allowed to have two (2) hours work time for roster preparation.
9. The Employer agrees to pay for the cost of the CDL licenses for all Employees in the bargaining unit who are required to have them. Payment for the CDL license will be made at the time the license is secured. However, in the event the Employee terminates employment prior to the completion of those years already paid for, corresponding adjustment will be made in the last paycheck to reimburse

the Employer for the advanced payment.

10. The Employer will pay for the physical examination required for Employees driving school buses. Such examination will be by a physician or physicians designated by the Employer. However, Employees wishing to have a more thorough examination by their own physician or the physician designated by the Employer will be allowed up to the amount charged by the designated physician. The first such examination prior to the beginning of employment will be at the Employee's expense.
11. The Employer will pay up to \$50.00 toward the physical examination required by law to drive a school bus. Receipts and/or bills must be submitted to the district. The school district will reimburse the Employee or pay the doctor.
12. When a bus driver averages five (5) hours or more for a thirty (30) calendar day period (or more), the driver shall receive holiday pay, sick pay and vacation pay for the number of hours worked.

Mechanics

1. Lost, stolen and damaged tools needed to work on the school's vehicles will be replaced by the school district, provided an inventory of tools is recorded, kept current by the Employee, filed in the Director of Transportation's office, and if the occurrence is reported to and certification is made by the Director of Transportation.
2. Mechanics will only be used to drive school buses in an emergency situation after all available drivers, call-in sub drivers, and qualified office staff have been utilized.
3. The bus mechanics' hours will be established by the Director of Transportation and the bus mechanics shall have a one (1) hour lunch period, except when students are not in session.
4. In the absence of the senior mechanic of one (1) day to thirty (30) working days, said position will be offered by seniority in the mechanics' classification. If no mechanic accepts, the position will be filled by the highest seniority mechanic.

SECTION 37: FOOD SERVICE EMPLOYEES

A. General

1. The Food Service Department has two (2) classifications: (1) cook and (2) cashier. In the cook classification are included the sub classifications of: Senior High Head Cook, Senior High Cook Coordinator, Senior High Cook, Senior High Assistant Cook, Middle School Cook, Middle School Assistant Cook, and Elementary Cook.
2. Food Service working hours shall be established and assigned by seniority by the Food Service Director in accordance with the building schedule and cafeteria needs

at the beginning of the school year.

3. All Food Service extra hours during the regular lunch program shall be assigned by seniority in job classification in each kitchen.
4. When a school is not serving lunches and regular seniority Employees are not working, they shall be called by job classification into work before any substitutes are called. In the event of a change in schedule, the employer will notify the affected employee(s) no less than three (3) working days prior to the cancellation. Failure to notify the employee(s) will result in the employee(s) being allowed to work their regular schedule and to be assigned work within their job classification.
5. A cook will be assigned to work at special events whenever mechanized equipment in the kitchen is used. Examples of this type of equipment are stoves, ovens, steam kettles, mixers, cutters, fryers, and dish machines.
6. Major appliances will be repaired as soon as possible.
7. The Food Service Director will offer the cook's classification personnel the opportunity of working extra hours a minimum of one (1) time each semester for the purpose of cleaning those facilities in the kitchen that cannot be done during their regular shifts.
8. Each kitchen shall be equipped with a portable fan.
9. Food Service Employees will be allowed breaks and lunchtime according to their scheduled consecutive hours.
4.0 hours - 5.9 hours = one (1) 15 minute break
6.0 hours - 7.9 hours = one (1) 15 minute break and
 one (1) 30 minute lunch
8.0 hours = two (2) 15 minute breaks and
 one (1) 30 minute lunch
The 30 minute lunch break is unpaid time.
10. Management will assign the hours for the breakfast program to the classifications of cook and cashier. These hours will be assigned to Employees within each building already working the lunch program. Seniority will be utilized provided shift times are compatible and no overtime hours will result.
11. The Middle School ala Carte position will be classified as an assistant cook. This person will register sales, serve students, and perform other duties of an assistant cook.
12. The Senior Citizens Program, during the summer months when school is not in session, will be classified as a High School Cook position.

B. Absences

1. Any absences resulting in greater hours shall first be filled by moving all other

seniority Employees in that job classification up to fill that position or any subsequent position in that kitchen. If no one in that job classification accepts the hours, other regular seniority employees in the food service area in that building who are trained and qualified shall be called before substitutes.

2. In the event a Food Service Employee is absent due to sickness, vacation, or personal reasons, substitutes will be called. In a school where only two (2) cooks are assigned, the cook who is not absent can be assigned additional hours of the absent cook's schedule before the substitute cook is assigned hours of work.

C. **Food Service Compensation**

1. When a Food Service Employee is assigned to work in a higher sub classification for more than three (3) hours, the Employee shall receive the rate of pay for the higher classification. When the Employee works in a lower classification, the Employee shall receive his/her regular rate of pay.
2. All hours of work performed in the cafeteria for special events, which are not part of the regular approved Board of Education lunchroom program, will be paid at a rate of time and one-half (1 ½) provided that the time worked is paid for through the payroll department. Overtime for special events will be assigned by job classification.

Exceptions to this provision are:

- a. Extra time assigned to cafeteria personnel for the Board approved lunchroom program.
- b. Extra time assigned for cleaning purposes.

These hours will be paid at the normal hourly rate unless they exceed over eight (8) hours in one day or forty (40) hours in any week.

3. Hours of work performed for special events shall be divided as equally as possible district-wide among all regular Employees. An updated list shall be posted and maintained at the high school. Whenever work is required for special events, the person with the least amount of special event hours will be called first and so on down the list in an attempt to equalize the hours. For purpose of this clause, hours of work for special events not worked because an Employee was absent or did not choose to work will be charged to the Employee. Employees will not be charged if they are not available due to a conflict with their normal work schedule. Special event hours will revert to zero (0) at the beginning of each school year.
4. All hours worked on Saturday will be compensated for at the rate of one and one-half (1 1/2) times the regular hourly rate. Any hours worked on Sunday will be compensated for at the rate of two times (double time) the regular hourly rate. Any hours worked on holidays shall be compensated at the rate of two times (double time) the regular hourly rate in addition to holiday pay.

5. Food Service Employees attending meetings at the request of the Employer, outside of their regular working hours, will be paid for at their regular rate.
6. The Employer will pay for the annual physical examination required for Food Service Employees. Such examination will be by a physician or physicians designated by the Employer. However, Employees wishing to have a more thorough examination by their own physician or the physicians designated by the Employer, will be allowed up to the amount charged by the designated physician. The first such examination prior to the beginning of employment shall be at the Employee's expense.
7. The Employer agrees to pay for any cost pertaining to certification that is required to fulfill the position.

SECTION 38: UNIFORMS

Beginning with 2009-2010 school year and until otherwise agreed, the uniforms provided to employees as provided below shall be reduced by 25%.

- A. **Custodians** The Board will furnish to each regularly employed custodian four (4) uniforms (four polo shirts and four pants) every year. Two t-shirts will be provided to the custodians which can be worn from Memorial Day to Labor Day. Uniforms will be distributed no later than Labor Day. New Employees will receive their uniforms as soon as possible after completion of their probationary period. The Employee shall be responsible for the care and cleanliness of the uniforms.
- B. **Maintenance, Skilled Trades and Grounds/Warehouse Utility** The Board will furnish these groups with four (4) uniforms (four polo shirts, four pants) or four (4) coveralls per year. Two t-shirts will be provided to the employees which can be worn from Memorial Day to Labor Day. One jacket will be issued every two (2) years. One set of carhart design coveralls will be provided once every four years beginning with 2006.

The Board will provide monkey faced gloves for the grounds/warehouse utility and maintenance Employees. The Employees will turn in old gloves to show need of obtaining new ones.

- C. **Mechanics** will be furnished daily uniforms provided by a uniform service of management's choice. One jacket (two sets) will be provided and maintained by the uniform service. Insulated coveralls (two sets, preferably carhart design) will be provided by the uniform service. Two t-shirts will be provided to each mechanic every year. The following conditions will also prevail:
 1. Mechanics will be ready to begin work, dressed in their uniforms, at the start of their shift.
 2. Mechanics will use the parts room, or agreed upon place, for changing into their uniforms.
 3. Mechanics will work until the end of their shift and then change clothes on their

- own time.
4. It is understood that no soiled service uniforms will be taken home.
 5. Gloves will also be furnished.
- D. **Drivers** Beginning with the 2005-2006 school year and every third year beyond that management will purchase a new winter jacket and spring jacket for each driver. Additionally, new drivers will be provided with a winter and spring jacket. The jackets are to be kept clean and in good repair by the driver.
- E. **Food Services Department** At the beginning of each school year, all cook classification personnel will be paid \$125.00 toward uniforms, and will be provided with five (5) aprons in September 2006 and three (3) aprons each subsequent year. Cashiers will receive two (2) aprons each year.

SECTION 39: INSURANCE

- A. For purposes of determining eligibility for the insurance provisions of this section, it is understood that a full-time Employee is defined as someone who works ten (10) months per year for the Employer, at eight (8) hours per day, five (5) days per week, and is not a full-time Employee of any other organization. The Employee is responsible for completing the necessary insurance application forms. It shall further be the Employee's responsibility to report immediately to the Employer all changes in his/her current insurance status (example: divorce, birth, etc.).
- B. Hospitalization Insurance Upon proper completion of the required hospitalization application form by the Employee, the Board of Education will provide a hospital-medical-surgical and major medical plan similar to the following:

Blue Care Network (BCN) HMO Plan BC10, with EHIM wrapped to BCN5
(cost of wrap to be paid by district)

This coverage includes EHIM Self-Funded \$10/\$20/\$40 RX (\$40 Copay-Designer and Non-Pref Drugs) prescription drug coverage. The Board of Education will bid this hospitalization plan to eligible carriers and will determine the successful carrier. This coverage shall include spouse and eligible dependents, but shall not include extra payment for sponsored dependents and family continuation riders. Additional benefits may be purchased, such as sponsored dependent and family continuation on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee. Any Employee who elects not to carry hospitalization may double his/her life insurance coverage instead of the hospitalization. It is understood that part-time Employees would be able to double only that amount of insurance that they are entitled to.

Effective October 1, 2010, all employees receiving District-paid medical insurance shall contribute to the cost of such premiums as follows: employees with single coverage shall pay \$35 a month; employees with double/couple coverage shall pay \$75 a month; and employees with full-family coverage shall pay \$100 a month. Such payments shall be in addition to contributions that are already made by less than full-time employees.

- C. Life Insurance All Employees in the bargaining unit, upon proper application, will be

covered by life insurance on a group basis in the principal amount of \$30,000. The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits and all other aspects of the coverage. The \$30,000 amount of the policy shall continue until August 31, 2012, including all vacation and regular summer periods as long as the individual remains an Employee of the Board of Education.

Employees electing not to be covered by hospital-medical-surgical coverage may elect to have double the life insurance protection they are entitled to instead of hospitalization coverage. The Employee may request this in writing to the Human Resources Executive Director.

- D. Vision Insurance Upon proper completion of the required vision insurance application form by the Employee, the Board will provide vision insurance for each full-time Employee and family as follows:

SPECS:

1. Examination 80% of reasonable and customary
2. Single Vision Lenses 80% of reasonable and customary
3. Bifocal Lenses 80% of reasonable and customary
4. Trifocal Lenses 80% of reasonable and customary
5. Lenticular Lenses 80% of reasonable and customary
6. Frames 80% of reasonable and customary
7. Contact Lenses - \$32.00 per lens, 80% of customary and reasonable charges is paid if acuity of the patient is not correctable to 20/70 in the better eye with conventional lenses, but can be corrected to 20/70 or better by the use of contact lenses.

- E. Dental Plan Upon proper completion of the required dental insurance application form by the Employee, the Board of Education will provide a dental insurance plan for all full-time Employees and all part-time Employees, and will cover the cost of the premium on a true prorata basis.

The dental plan will provide a \$1,000.00 per person, per contract year, maximum, with an orthodontic rider of \$1,000.00 lifetime maximum per family member. Orthodontia benefits are paid at 80% of the reasonable and customary charges. The dental plan will be similar to the following:

70% of the reasonable and customary charges of a dentist for preventative and emergency expenses:

1. Routine oral examinations and cleaning (prophylaxis) but not more than once each in any period of six (6) consecutive months.
2. Topical application of fluoride.
3. Space maintainers replacing permanently lost teeth for dependent children under 19 years of age.
4. Emergency palliative treatment.

60% of the reasonable and customary charges of a dentist for the following "general" dentist expenses:

1. Dental X-rays.
2. Extractions (except those performed in connection with orthodontic treatment).
3. Oral surgery (except when performed in connection with orthodontic treatment).
4. Fillings (amalgam, silicate, acrylic, synthetic, porcelain, and composite filling restoration).
5. General anesthetics (when medically necessary and administered in connection with oral or dental surgery).
6. Treatment of periodontal and other diseases of the gums and tissues of the mouth.
7. Endodontic treatment (including root canal therapy).
8. Injection of antibiotic drugs (by the attending dentist).
9. Repair or recementing crowns, inlays, onlays, bridgework, or dentures, or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture (no more than one (1) relining or rebasing in any period of thirty-six (36) consecutive months).
10. Inlays, onlays, gold fillings, or crown restoration (only when the tooth cannot be restored with an amalgam, silicate, acrylic, synthetic, porcelain or composite filling restoration).

The above "general" dental expenses will be subject to a \$25.00 per person, per calendar year deductible, \$50.00 family deductible per calendar year.

- F. Employees shall be allowed to donate a maximum of five (5) days each fiscal year, on an individual basis, to another employee (who has exhausted their sick leave) from their personal bank of days. After the tenth (10) consecutive day of absence due to illness or accident, the Employee may receive sick leave from another employee's personal bank. Such a request must be put in writing to the Human Resources Executive Director or designee.
- G. Disability Insurance Upon proper completion of the required disability insurance form by the Employee and a finding of disability as determined by the insurance carrier, the Board shall provide long-term disability coverage for all employees beginning on the ninety-first (91st) consecutive calendar day of illness/disability at the rate of sixty-six and two-thirds percent (66 2/3%) of the insured person's daily salary for the period of disability. The monthly salary shall not exceed a monthly maximum benefit of \$2,500.00.
- H. Insurance Premiums-LTD: The district will continue the payment of premiums on hospitalization insurance for someone on long-term disability for a period of ninety (90) days. After ninety (90) days, the employee will be offered COBRA for hospitalization insurance. The employee will be offered COBRA for dental, vision and life insurance at the time the employee goes on LTD.

SECTION 40: MISCELLANEOUS

- A. All accidents or injuries of any nature, regardless of seriousness, shall be reported at once to the Director. Employees shall furnish all information necessary to complete required accident report.
- B. The Board will provide the Tine (skin test) for all Employees in the bargaining unit, fully paid for by the Board of Education. Any Employee who is allergic to the skin test will be allowed \$30.00 toward their X-ray cost from their individual physician when the bill is presented to the Human Resources Office.
- C. Compensation schedules are shown in Appendix I.
- D. Health insurance premiums will be deducted on a pretax basis equally over the employee's work year. Adjustments will be made upon work hour changes and termination of benefits.
- E. Union time will be forty (40) days paid per contract duration maximum for the entire unit (two (2) year contract). All Union time shall be signed for by the Union President and a copy shall be given to the Union President.
- F. Employees will be paid mileage at the current Board approved rate for all approved work related travel using their own vehicle.

SECTION 41: CASH PAYMENT IN LIEU OF HEALTH INSURANCE

A committee comprised of management and union employees will be established to address possible cash payment in lieu of health insurance to determine the savings for the district. In the event it is decided that a savings may be realized, eligible employees will receive the established cash payment amount in accordance with the parties' agreement.

SECTION 42: WAIVER

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 are set forth in this Agreement. Therefore, the Employer 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 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 they negotiated or signed this Agreement.

SECTION 43: CONSOLIDATION

To the extent permitted by law, in the event the District is merged or consolidated with another school district or other public entity, this Agreement shall be binding upon the merged or consolidated public employer.

SECTION 44: DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2010, and shall continue in full force and effect until August 31, 2012. Thirty (30) days prior to August 31, 2012, either party may give written notice to the other of its desire to negotiate a new Agreement for the following year, and meetings for that purpose shall begin after delivery of such written notification, provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Employer to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union.

LETTERS OF UNDERSTANDING

SUBSTITUTE CUSTODIANS

Substitute custodians are not members of the AFSCME bargaining unit, and their hourly rate of pay is not subject to negotiations.

ASBESTOS

The school district will operate well within the guidelines of the law regarding asbestos. The school district will provide training at Employer expense to any and all Employees involved and will utilize safety equipment that is well within the guidelines regarding asbestos (AHERA and OSHA).

1. Properly trained Employees will work only on small scale clean up, repair operations and emergency responses. This shall not include the large-scale abatement projects listed in the management plan approved by the State (examples: the removal of asbestos pipe covering from the Romeo Jr. High School 1927 attic, and the Romeo Sr. High School removal of ceiling tile in six (6) classrooms and adjacent corridors).
2. For each Employee who has been directed to perform asbestos related work within any given year, regardless of the size of the job or the frequency, the District will pay for an annual X-ray or begin a medical monitoring program set up by the State/Federal authority at a physician of the Board's choice.
3. When possible (at the supervisor's discretion) two (2) Employees shall perform any removal procedure.

4. Under normal conditions (see note below) a work order shall be presented to Employees performing an asbestos task. It shall include:
 - a. A written procedure from starting task to disposal of material and clean-up.
 - b. All equipment and materials required for the execution of that specific task.
 - c. Be signed and dated by person or supervisor responsible for the task.
5. We will provide a copy of the AHERA Law to every certified asbestos Employee who requests one.

Note: During an emergency situation, verbal directions shall be given with a follow-up written work order as soon as time permits.

DRIVING RECORD

No person shall be permitted to operate a Romeo Community School District school vehicle if that person's driving record has placed the school district into a high-risk pool.

The Board will provide evidence that the insurance rates have increased significantly due to said person.

The person will be allowed to bid on other open positions using his/her seniority. If a position is attained, seniority will be earned in the classification s/he is working in. If a position is not attained, s/he will have the right to seek unemployment benefits without the Board of Education challenging his/her claim. The person shall be excluded from the leave requirement, Section 21 A. 2. (i.e. shall be allowed to seek other employment while on leave status).

Seniority will be frozen from the day the Employee was unable to work.

As soon as the person's liability is exhausted, s/he will be allowed to return to his/her position under Section 21 C. 1.

OMNIBUS TRANSPORTATION EMPLOYEES' TESTING ACT OF 1991

In compliance with the Omnibus Transportation Employees' Testing Act of 1991, and rules adopted by the U. S. Department of Transportation, Employees who perform safety-sensitive functions, as defined by the Federal Highway Administration, are required to abide by State and Federal Regulations related to alcohol and drugs, prohibitions related to alcohol and drug use, and required alcohol and drug testing procedures.

Employees who violate the provisions of the Federal Motor Carrier Safety Regulations are subject to action including removal from service, referral, evaluation, treatment and/or subsequent disciplinary action. Affected Employees will be advised of the district's compliance with the regulations and will be notified of procedures related to testing and other applicable requirements.

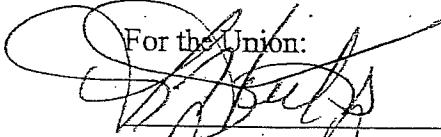
The district will follow the law regarding handling test results, record retention, and confidentiality.

Letter of Understanding

The Romeo Community Schools and AFSCME, Local 2614, hereby agree as follow:

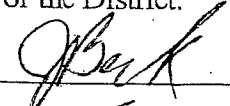
The entire contract provision in Section 19.E.7 of the predecessor 2004-2008 contract, which begins: "The Employer will not sub contract any work normally performed by its workforce...", shall not be included in the successor labor contract. However, the parties agree that in the event that Section 15(3)(f) of the Public Employment Relations Act is repealed by the Legislature, then such contract provision shall be added to the successor labor contract to be effective as of the date that Section 15(3)(f) is no longer in effect.

For the Union:



Bob Adams
Mary Minardo
Joseph M. White
Annette Johnson
Drs. De
Angela Wright
Kathy Dlouhy

For the District:



Bob Adams

MEMORANDRUM OF UNDERSTANDING
BETWEEN
AFSCME LOCAL 2614
AND
ROMEO BOARD OF EDUCATION

The parties agree as follows:

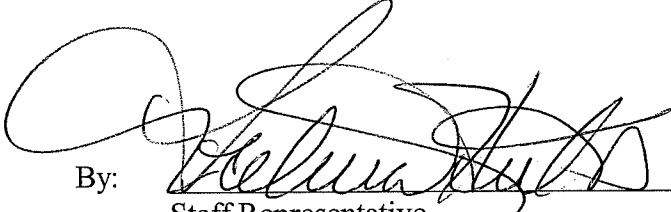
The District shall have the right to fill bargaining unit vacancies with substitutes until both the expiration of the contract, and also until the parties have agreed to a new wage and benefit structure for employees hired into the bargaining unit after ratification of this agreement. The parties shall attempt in good faith to reach agreement on the new wage and benefit structure for new employees by July 31, 2012. Such substitutes may be directly employed by the District, or be employed by an outside contractor (for example, PESG).

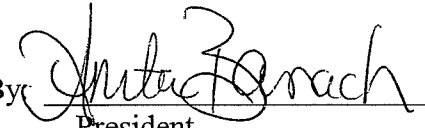
All vacancies shall be posted as indicated in the collective bargaining agreement. It is agreed that, before substitutes are retained for vacancies, promotional opportunities shall be provided within occupational groups as new positions become vacant. For example, custodians shall be permitted to apply for head custodian vacancies, and cashiers shall be permitted to apply for cook vacancies, as occurs under the current contract. However, during the life of the agreement and until a new wage and benefit structure for new employees is agreed upon by the parties and implemented, the District shall not be required to provide for promotional opportunities (including any increase in wages and/or hours) across occupational groups (for example, a food service cashier working three per day applying for a full-time custodial position).

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives on the day and year noted below.

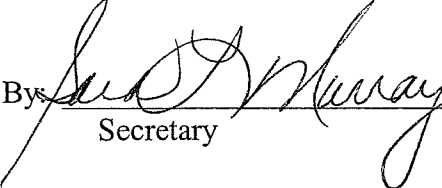
COUNCIL 25, INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

BOARD OF EDUCATION
ROMEO COMMUNITY SCHOOLS
COUNTIES OF MACOMB AND
OAKLAND, MICHIGAN

By: 
Staff Representative

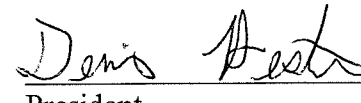
By: 
President

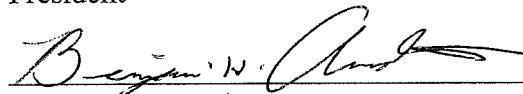
Date: 11/30/10


By: 
Secretary

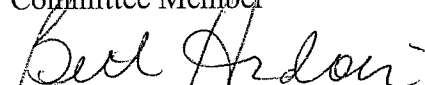
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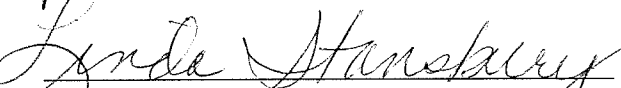
LOCAL UNION 2614, INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES


By: 
President

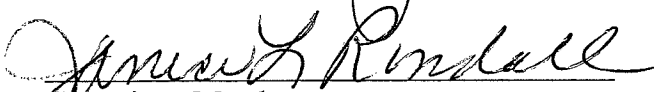
By: 
Committee Member

By: 
Committee Member

By: 
Committee Member

By: 
Committee Member

By: 
Committee Member

By: 
Committee Member

By: _____
Committee Member

A.F.S.C.M.E. APPENDIX I
2010-2012 CONTRACT YEARS

SKILLED TRADES	PROBATION 60 DAYS	STEP 1	STEP 2	STEP 3
CARPENTER	\$16.93	\$17.90	\$18.39	\$19.87
ELECTRICIAN	\$16.93	\$17.90	\$18.39	\$19.87
PLUMBER	\$16.93	\$17.90	\$18.39	\$19.87
H. V. A. C. PERSON	\$16.93	\$17.90	\$18.39	\$19.87
PREVENTATIVE MAINTENANCE TECH	\$16.93	\$17.90	\$18.39	\$19.87

WAREHOUSE/GROUNDS UTILITY

SR GROUNDS - UTLITY PERSON/LEADER	*	*	*	\$17.58
GROUNDS - UTLITY PERSON	\$14.67	\$15.38	\$15.99	\$16.75

FOOD SERVICE

SENIOR HIGH - HEAD COOK/LEADER	\$14.10	\$14.74	\$14.99	\$14.99
SENIOR HIGH - COOK COORDINATOR	\$13.07	\$13.63	\$13.89	\$13.89
SENIOR HIGH - COOK	\$12.88	\$13.43	\$13.70	\$13.70
SENIOR HIGH - ASSISTANT COOK	\$12.18	\$12.66	\$13.43	\$13.43
MIDDLE SCHOOL - COOK	\$12.88	\$13.43	\$13.70	\$13.70
MIDDLE SCHOOL - ASSISTANT COOK	\$12.18	\$12.66	\$13.43	\$13.43
ELEMENTARY COOK	\$12.27	\$12.73	\$13.51	\$13.51
CASHIERS	\$10.49	\$10.64	\$10.87	\$10.87

MECHANICS

SENIOR BUS MECHANIC/LEADER	*	*	*	\$18.48
BUS MECHANIC	\$15.57	\$16.51	\$17.01	\$17.76
MECHANIC TRAINEE	\$12.76	\$13.59	\$14.38	\$15.15

CUSTODIAL/UTILITY DRIVERS

HEAD CUSTODIAN - SENIOR HIGH/RETC	\$14.97	\$15.72	\$16.50	\$16.94
HEAD CUSTODIAN - MIDDLE SCHOOL	\$14.80	\$15.54	\$16.39	\$16.75
HEAD CUSTODIAN - ELEMENTARY	\$14.53	\$15.31	\$15.78	\$16.54
CUSTODIAN	\$14.45	\$14.80	\$15.38	\$16.01
WAREHOUSE PERSON	\$14.53	\$15.31	\$15.78	\$16.54
WAREHOUSE - UTILITY DRIVE	\$14.89	\$15.23	\$15.84	\$16.45
CAFETERIA - UTILITY DRIVE	\$14.89	\$15.23	\$15.84	\$16.45
REGULAR PART-TIME CUSTODIAN	\$14.45	\$14.80	\$15.38	\$16.01

TRANSPORTATION

REGULAR BUS DRIVERS	\$14.06	\$15.27	\$15.93	\$15.93
RELIEF BUS DRIVERS	\$14.06	\$15.27	\$15.93	\$15.93

SHIFT PREMIUM - PER HOUR

AFTERNOONS * 3 PM - 11:30 PM	\$0.15
MIDNIGHTS * 11 PM - 7 AM	\$0.20

AFTERNOON/MIDNIGHT LEADERS

JUNIOR AND SENIOR HIGH	\$0.15
------------------------	--------

CERTIFICATIONS

JOURNEYMAN CARDS - PER CARD	\$0.50
PESTICIDE CERTIFICATION - CORE CERT +1	\$0.50
EACH ADDITIONAL	\$0.25
ASBESTOS CERTIFICATION	\$0.50
FREON CERTIFICATION	\$0.50
LOCKSMITH CERTIFICATION	\$0.50
CASHIERS CERTIFICATION (SNA OR SNAM)	\$0.15
COOKS CERTIFICATION (SNA OR SNAM)	\$0.30
MECHANIC CERTIFICATION	\$0.15
A.S.E. CERTIFICATION	\$0.25

APPENDIX II JOB DESCRIPTIONS

It is mutually agreed that a Labor/Management Committee will be developed consisting of three (3) representatives of the Union, two (2) being from that type of position and one (1) from the Union, and three (3) representatives from the Employer, one (1) being the immediate supervisor and the other two (2) of their choice.

This Committee that is developed will review job descriptions for the purpose of clarification, revision, or both.

The joint committee shall be in mutual agreement before the revised job descriptions are implemented and at that time an updated copy shall be sent to the Local President of the Union.

APPENDIX III

Mechanics Certification..... 99

APPENDIX IV

AFSCME Evaluation Instrument..... 103

APPENDIX III MECHANIC CERTIFICATION PROGRAM

The State of Michigan, concerned with the safety of motor vehicles, has embarked on a program of certification for vehicle mechanics. Since January 1, 1978, every repair facility has been required to have in its employ at least one mechanic certified in each category of repair which the facility provides.

Effective January 1, 1981, all motor vehicle mechanics must be certified in the repair category in which they repair or service motor vehicles. Although governmental agencies are currently exempt from these State regulations, the Board of Education's concern for student safety necessitates our voluntary compliance with a Bus Mechanic Certification Program.

In addition to the Michigan State certification program, the Automotive Service Excellence has developed a program of certification for mechanics. In fact, it is our understanding that the ASE Program was used as the model by the State of Michigan in development of their program and is considered by many to be more meritorious and comprehensive in content. ASE is a nonprofit corporation organized to encourage the highest standard of automotive service in the public interest. Both ASE and the State plans to offer tests and certificates in eight areas of automotive and six areas of heavy-duty truck (school bus) repair that are of particular interest to the Romeo Community Schools. A mechanic must pass the prescribed test covering the various categories of auto and truck repair and have at least two years of hands-on work experience to qualify for certification under each program. The certificates issued by ASE are valid for either five or five and one-half years depending on the series of examinations completed by the mechanic. To renew a certificate, a school bus mechanic is required to pass a recertification examination.

Our most recent experience with the Michigan State Police Vehicle Inspection Program indicates that an upgrading of the skill level in diagnostic and repair methods of our school bus mechanics is desirable.

The program agreed to, and which is to be implemented for Romeo bus mechanics, is one that utilizes both the State and ASE certification plans. The Romeo plan is outlined in the following Memorandum of Agreement:

MEMORANDUM OF AGREEMENT

Memorandum of Agreement, entered into the 14th day of April, 1980, between the Romeo Community Schools and the Transportation Chapter of Local #2614, A.F.S.C.M.E.

Certification

A. General principals of the Romeo School Bus Mechanic Certification Program.

1. The certification program is an attempt to encourage the school bus mechanics of the Romeo Schools to achieve certification in the ASE Certification Program.
2. An Employee holding certificates in the same area from both the State of Michigan and ASE shall receive the higher wage adjustment, but not both.
3. The maximum wage adjustment an Employee may receive under this Certification is \$3.00 (18 ASE Certificates at \$.25 each/per hour).
4. The wage adjustment shall be rescinded for any and all certificates that expire or shall become invalid for any reason.
5. Failure for any Employees to inform the administration that the certificate has expired or become invalid, shall subject them to immediate disciplinary action.

B. Phase I - Michigan State Certificates

1. Certificates issued by the Michigan Department of State Bureau of Automotive Regulation - Mechanic Certification Division, Lansing, Michigan in the following areas are applicable to the Romeo Certification Program.

AUTOMOBILE

- a. Front End & Steering Systems
- b. Automatic Transmissions
- c. Manual Transmissions & Front & Rear Axle

HEAVY DUTY TRUCK (School Bus)

- d. Engine Repair - Gasoline
- e. Drive Trains
- f. Suspension & Steering
- g. Electrical Systems
- h. Brakes & Braking Systems
- I. Diesel

2. The Head Mechanics, Mechanic Leader and Mechanic who possesses a certificate and has properly filed it with the Transportation Center is eligible for a \$.15 per hour wage adjustment for each certificate the Employee achieves in the areas outlined in paragraph B.1.
3. A Mechanic Helper who possesses the appropriate State of Michigan certificates shall receive a wage adjustment of \$. 15 per hour per certificate.

C. Phase II - ASE Certificates

1. Certificate issued by the Automotive Service Excellence in the following areas is applicable to the Romeo Certification Program.

SCHOOL BUS CERTIFICATIONS

- S1 Body systems and special equipment
- S2 Diesel Engines
- S3 Drive train
- S4 Brakes
- S5 Suspension and steering
- S6 Electrical/Electronic Systems

MEDIUM/HEAVY TRUCK

- T1 Gasoline Engines
- T2 Diesel engines
- T3 Drive train
- T4 Brakes
- T5 Suspension and steering
- T6 Electrical/Electronic systems
- T8 Preventative Maintenance Inspection

AUTOMOBILE

- A1 Engine repair
- A2 Automatic Trans and Transaxle
- A3 Manual drive trans.
- A4 Suspension and steering
- A5 Brakes
- A6 Electrical/Electronic systems
- A8 Engine Performance

TRUCK EQUIPMENT

- E1 Truck Equipment Installation and Repair
- E2 Electrical/Electronic systems
- E3 Auxiliary Power systems repair

COLLISION REPAIR AND REFINISHING

- B2 Painting and Refinishing
- B3 Non-Structural Damage Repair
- B4 Structural Damage Repair
- B5 Mechanical/Electrical Components
- B6 Damage Analysis and Estimating

2. The Head Mechanic, Mechanic Leader or Mechanic who possesses certificates and has properly filed them with the Transportation Center is eligible for a \$.25 per hour wage adjustment for each certificate the Employee achieves in the areas outlined in paragraph C. 1.
3. A Mechanic Helper who possesses certification and has properly filed with the Transportation Center is eligible for a \$.15 per hour wage adjustment for each certificate the Employee achieves in the areas outlined in paragraph C. 1.

D. Wage Adjustment Dates

Wage adjustments will begin the first day of the pay period following the receipt of the certification by the Supervisor.

APPENDIX IV AFSCME EVALUATION INSTRUMENT

ROMEIO COMMUNITY SCHOOLS

Name _____ Location _____

Position _____ Date _____

EMPLOYEE PERFORMANCE APPRAISAL

for

Bus/Mechanic Staff

Custodial/Maintenance Staff

Food Services Staff

- A. Performance appraisal dictates an opinion on how well the individual performs the requirements of his/her job. Evaluations should be based on observations. Consideration should be given to day-to-day and overall performance since the last appraisal.
- B. A description of the column headings P, F, S, G and O follows:
- P - Poor: Fails to meet position requirements or meets them only in part. Definitely below acceptable standards.
- F - Fair: In general, meets minimum requirements of the job.
- S - Satisfactory: Meets practically all position requirements.
- G - Good: Meets all job requirements and, in many instances, exceeds them.
- O - Outstanding: In general exceeds position requirements. Operates at sustained top performance.
- C. The evaluator should leave blank those items that are not applicable or unobserved.
- D. Comments are essential to an appraisal. Comments should be used to explain ratings, when necessary; and to make specific suggestions for improvements and/or development.
- E. The intent of this evaluation form is to assist employees in their professional growth, which results in more competent, well-prepared individuals capable and desirous of improving their work skills and performances.
- F. The large boxes at the left hand side of the form indicate an overall rating. The numbered items indicate specific components that relate to the category.
- G. Upon completion of this report, forward it in a sealed envelope to the Human Resources Department, with a copy given to the person evaluated.

ROMEO COMMUNITY SCHOOLS

Name _____ Position _____

KNOWLEDGE OF WORK

P F S G O

The understanding of basic fundamentals, methods and procedures of his/her job.

1. Knows details of operations. _____
2. Knows equipment and materials. _____
3. Knows why things are done. _____
4. Learns work quickly. _____

P F S G O

COMMENTS: _____

QUANTITY OF WORK

P F S G O

Volume of acceptable work compared to what might reasonably be expected.

1. Overall volume of work. _____
2. Consistency of production. _____
3. Efforts to improve output. _____

P F S G O

COMMENTS: _____

QUALITY OF WORK

P F S G O

Grade of acceptable work compared to what might reasonably be expected.

1. Accuracy of work. _____
2. Thoroughness of work. _____
3. Neatness of work. _____
4. Reliability of work. _____

P F S G O

COMMENTS: _____

ADAPTABILITY

P F S G O

Quickness to learn new duties and adjust to new situations encountered on his/her job.

1. Adjusts to new situations. _____
2. Quick to learn new duties. _____
3. Follows organization policy. _____

P F S G O

COMMENTS: _____

ATTITUDE

The interest, enthusiasm and attitude shown toward his/her work, the organization, and fellow workers.

P F S G O

COMMENTS:

- | | |
|---|--------------------|
| | <u> P F S G O </u> |
| 1. Takes pride in work. | _____ |
| 2. Demonstrates self-control. | _____ |
| 3. Friendly and tactful. | _____ |
| 4. Has sense of duty to the organization. | _____ |

JUDGMENT

Ability to decide correct course of action when some choice can be made.

P F S G O

COMMENTS:

- | | |
|---|--------------------|
| | <u> P F S G O </u> |
| 1. Gives proper attention to details. | _____ |
| 2. Reasoning is consistent | _____ |
| 3. Takes proper amount of time to consider facts and their application. | _____ |

INITIATIVE

Ability to perform assigned jobs in a self-confident, eager manner, without detailed direction.

P F S G O

COMMENTS:

- | | |
|------------------------------------|--------------------|
| | <u> P F S G O </u> |
| 1. Strives to improve performance. | _____ |
| 2. Tackles difficult things. | _____ |
| 3. Sees things to be done. | _____ |
| 4. Inquisitive. | _____ |

RESPONSIBILITY

Willingness to assume and carry out assigned jobs and to be accountable for results and actions.

P F S G O

COMMENTS:

- | | |
|---|--------------------|
| | <u> P F S G O </u> |
| 1. Is personally accountable for actions. | _____ |
| 2. Fully completes assignments. | _____ |
| 3. Accepts constructive criticism. | _____ |

COOPERATION

The willingness and ability to work effectively with others to achieve common goals.

- 1. Helps fellow workers.
- 2. Keeps supervision well informed.
- 3. Tries to be a constructive member of the group.

P F S G O

P F S G O

COMMENTS:

OTHER
REMARKS

How long have you supervised this employee? _____

Supervisor's Signature*

Date

Employee's Signature*

Date

*Signature confirms only that each party has participated in the evaluation. It does not affirm that all parts of the report are agreeable to both or either party. A written response may be submitted by the evaluated employee and will become a permanent part of this record.

Check here if such a response is attached _____.

Copy to evaluated employee and personnel file.

10/91

