



AGREEMENT

Between the

**Warren Consolidated Schools
Board of Education**

and

**American Federation of State,
County and Municipal Employees**

**AFL-CIO
Council 25, Local Union 1346**

July 1, 2009 - June 30, 2012

1346

PREAMBLE

This Agreement, entered into on the **First day of July, 2010**, is between the Warren Consolidated Schools, Counties of Macomb and Oakland, State of Michigan, (hereinafter referred to as the "School Board"), and Local 1346, affiliated with Council 25, Chartered by the American Federation of State, County and Municipal Employees (hereinafter referred to as the "Union").

WITNESSETH

Whereas, the School Board and the Union mutually recognize and acknowledge that the best interests of the student body and community will be protected and best served by an Agreement between the parties which will promote and insure harmonious industrial and economic relations between the parties during the term of this Agreement.

It is hereby mutually agreed as follows:

ARTICLE 1- RECOGNITION

Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Union as the Sole and Exclusive Representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the School Board included in the Bargaining Unit described below:

All non-instructional employees; excluding noon aides, teacher aides, crossing guards, transportation supervisor, assistant transportation supervisor, transportation administrative assistant, supervisor of nutrition service, assistant supervisor of nutrition service, maintenance supervisor, operations supervisor, custodial foremen, supervisors of reproduction room operator and property control clerk, secretaries, and office clerical employees.

ARTICLE 2 - AGENCY SHOP

Section 1 - Requirement of Union Membership

- a. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue to be members of good standing in the Union for the duration of this Agreement.
- b. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and employees hired or rehired into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of good standing of the Union or shall, as a condition of employment, pay each month a service fee equal to the monthly Union membership dues for the duration of this Agreement, after thirty (30) days of employment.

ARTICLE 2 – Section 1 (Cont'd)

- c. Employees transferred or reinstated into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of good standing of the Union or shall, as a condition of employment, pay each month a service fee equal to the monthly Union membership dues for the duration of this Agreement, on or before the thirtieth (30th) day following their transfer or reinstatement into the Bargaining Unit.
- d. 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, and if they are members of good standing, shall be deemed to meet the conditions of this section, and those employees paying the service fee as specified above shall be deemed to have met the conditions of this section.

Section 2 - Union Dues, Initiation Fees, and Service Charge

Payment by Check-Off:

- a. Employees shall tender the initiation fee and monthly membership dues or service charge by signing the Authorization for Check-Off form. The School Board will submit to each employee a Union Membership form to be signed upon employment, transfer, or reinstatement into the Bargaining Unit. The initiation fee and monthly dues, or service charge, as stipulated by the Union, will automatically be put into effect according to Article 2, Section 1 of this Agreement. Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off hereinafter set forth, the School Board agrees to deduct Union membership dues or the service charge levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off; it being understood that in those cases where no earnings are available, no deductions will be made.

When Deductions Begin:

Check-Off deductions under all properly executed Authorization for Check-Off shall become effective at the time the application is put into effect (according to Article 2, Section 1) and shall be deducted from the second pay of the month and each month thereafter.

Remittance of Dues to Financial Officer:

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues or service charges have been deducted between the fifteenth (15th) and thirtieth (30th) day of the current month.

ARTICLE 2 – Section 2 (Cont'd)

Termination of Check-Off:

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer employed. The Union will be notified by the School Board of the names of such employees following the end of each month in which the termination took place.

Disputes Concerning Membership:

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the School Board and representatives of the Union, and if not resolved may be decided by the final step of the grievance procedure.

Section 3 - Hold Harmless

- a. The Union agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of the Board's implementation of this Article.

ARTICLE 3 - EFFECT OF AGREEMENT

Section 1

The School Board and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the School Board and the Union in an amendment hereto which shall be ratified and signed by both parties.

Section 2

For the duration of this Agreement, the Union will not engage in, authorize, or encourage any concerted interruption of educational or subsidiary related activities due to a cessation, withdrawal, or withholding of service either in whole or in part by members of the Bargaining Unit for any reason and no officer or representative of the Union or member of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity, nor shall the School Board authorize or encourage the same nor lock out the employees.

ARTICLE 3 (Cont'd)

Section 3

The rights of the School Board to effectively administer the school system are recognized by the Union and shall be administered in accordance with the Agreement. All management rights and functions, except those which are clearly and expressly abridged by this Agreement or any supplement to this Agreement, shall remain vested in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to management of the School District, supervision of operations and personnel, control of property, determination and direction of the work force and maintenance of an orderly, effective and efficient operation within the financial resources of the District.

ARTICLE 4 - GUARANTEE OF RIGHTS

Section 1

The School Board and the Union agree that there shall be no discrimination against any employee by reason of gender, religion, race, color, national origin or ancestry, age, disability, height, weight, marital status, and/or any other legally protected characteristic.

Section 2

The School Board agrees that there shall be no discrimination against any member of the Bargaining Unit by reason of membership in the Union or holding an official union position.

Section 3

The School Board agrees that its enforcement of discipline will be fair and for just cause.

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-six (36) months previously with exception of unprofessional conduct as defined by State Law or Statute. Written reprimands shall be removed upon the Employee's request from the personnel records after thirty-six (36) months on file.

ARTICLE 5 - REPRESENTATION

Section 1

The members of all Union Committees recognized by the School Board for purposes of collective bargaining shall have to be seniority employees with the Warren Consolidated Schools.

ARTICLE 5 (Cont'd)

Section 2

The names of all such committee members shall be submitted in writing to the School Board by the Union upon election or appointment to a recognized committee. The School Board will provide a chain of command chart.

Section 3

The School Board agrees to recognize a Bargaining Committee which shall be composed of no more than seven (7) members of the local Union and/or a Council or International representative, based on the present composition of the Bargaining Unit. The School Board will have no greater number of regular bargaining committee members than the Union.

Section 4

The School Board agrees to meet in special meetings through its Bargaining Committee with the Union Bargaining Committee, which may, at the Union's option, include Council and/or International representatives of the Union, to consider all matters which come properly before said committees. Meetings between the parties will be scheduled on a mutually agreeable day once a month, or as needed. The parties will submit an agenda with the request, setting forth the matters to be discussed. The meeting shall be confined to consideration of items on the agenda.

Section 5

The School Board agrees to recognize a Grievance committee which shall be composed of the President of the Local Union, a Chief Steward, and a number of Stewards. The Stewards and allocation of their area of jurisdiction shall be in accordance with the following formula:

- a. The Custodial Group shall be represented by one (1) Steward on the day shift, two (2) on the afternoon shift, and one (1) on the midnight shift, for a total of four (4) Stewards.
- b. The Transportation Group shall be represented by two (2) Stewards.
- c. The Nutrition Service Group shall be represented by two (2) Stewards.
- d. The Maintenance Group shall be represented by one (1) Steward.
- e. The Technical Group shall be represented by one (1) Steward.
- f. The Grounds/Warehouse Group shall be represented by one (1) Steward.

ARTICLE 5 (Cont'd)

Section 6

In the absence of a Steward or during overtime periods where three (3) or more employees are assigned, the President of the Local may designate one (1) of the working employees as temporary Steward for those periods. In such cases, verbal notification to the appropriate school authority shall be sufficient.

Section 7

Meetings between the School Board's designated representatives and recognized Union Committees shall be scheduled to commence no later than 2:00 p.m. on the day of the meeting. However, by mutual consent between the parties meetings may be held after 2:00 p.m.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1

A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under this Contract and will be subject to the grievance procedure hereinafter provided.

Section 2

The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the School Board's last answer.

In the event that the School Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the School Board's grace period for answering.

It is mutually understood and agreed that the parties recognize the importance of developing adequate representation at the lower steps of the grievance procedure. The parties agree that whenever either side is of the opinion that a particular grievance is of such importance as to warrant the personal intervention of a higher level of representation at the Step 2 meeting, then upon notice to the other side, the President of the Local Union and the School Board's representatives may participate in the Step 2 meeting.

Section 3

All specified time limits herein shall consist only of work days within that group classification.

ARTICLE 6 (Cont'd)

Section 4

Each grievance shall be initiated within five (5) days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within five (5) days after the Union or the aggrieved becomes aware of the cause for complaint. Settlement of grievances initiated more than five (5) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

The aggrieved employee will be given the right to attend meetings pertaining to his/her specific grievance. Should an employee attend a mutually scheduled grievance meeting during his/her regularly scheduled working hours, he/she will not lose pay except in cases of suspension or discharge.

If suspension or discharge is reversed through the grievance procedure and back wages are included in the settlement, the time spent by the grievant in attending the grievance meetings will become part of the settlement. However, the entire settlement will not exceed the wages the employee would have received if he/she had worked.

Section 5

Any employee having a complaint under the terms of this Agreement must notify his/her immediate supervisor of the problem, and he/she may also notify his/her Steward.

Step 1: The aggrieved employee shall have the right to representation by a Steward. When the Steward has been called by the aggrieved party, the Steward shall call his/her Supervisor to inform him/her of the fact he/she is processing a potential grievance. Upon the Steward's arrival on the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the Steward. If, in the Steward's opinion, proper cause for complaint exists, a meeting on the problem shall take place between the grievant and/or the Steward on the one hand, and the appropriate supervisor on the other. Sufficient time will be allotted during working hours to provide for investigation and processing of the complaint.

In the event that the Union is dissatisfied with the result of the meeting with the appropriate supervisor on the matter, then the Union shall have the right to submit a written grievance on the complaint to the particular appropriate supervisor within five (5) days after the aforementioned meeting. The appropriate supervisor or his/her representative shall thereupon have five (5) days to respond to the grievance, in writing, setting forth his/her position on the matter.

ARTICLE 6 – Section 5 (Cont'd)

Step 2: If the grievance is not satisfactorily settled in the aforementioned manner, then the Union shall have the right to appeal the written decision of the appropriate supervisor or his/her representative within five (5) days of the receipt of said written answer.

Such appeal shall be directed to the appropriate Department Head in charge of the employee group which included the grievant. A meeting on the matter shall take place within five (5) days of the Department Head's receipt of the appeal. This Step 2 meeting shall be between the Chief Steward and the Steward on the one hand, and the appropriate Department Head, or his/her representative, who may be accompanied by others involved, on the other hand.

The Department Head or his/her representative shall render a written answer on the subject to the Union within five (5) days after the occurrence of the Step 2 meeting.

Step 3: In the event the grievance is not disposed of through Union acceptance of the Department Head's answer, the Union shall have the right to appeal the decision to the School Board's representative within five (5) days after receipt of the Department Head's or his/her representative's written position on the issue.

A meeting on the subject shall then take place within ten (10) days after receipt by the School Board's representative of the Union's appeal notice. This Step 3 meeting shall take place between the Chief Steward, the Union President and, when so designated, the Union Steward who will furnish pertinent information, a Council or International representative of the Union on the one hand, and the School Board's representative who may be accompanied by the Department Head and/or other School Board representatives, on the other hand. The School Board's representative shall render a written decision on the dispute to the Union within five (5) days after the occurrence of said meeting.

Step 4: If the Board and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within forty-five (45) working days after the decision of the Board or designated representative. The grievance shall be considered submitted to arbitration when written notice is submitted to the Board by the union informing the Board of the Union's intent to arbitrate the grievance. AFSCME Council 25 Arbitration Department and the Board will establish an Ad Hoc list of arbitrators that is acceptable to both parties.

The parties may agree, in writing, to hold an arbitration case in abeyance. An Arbitration case not held in abeyance or where the parties have not attempted to select an arbitrator within one-hundred twenty (120) days of the Union's written intent to arbitrate will be declared abandoned at the termination date of the contract.

ARTICLE 6 (Cont'd)

Section 6

The arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement; however, the parties agree that he/she has the right to grant a monetary award.

Section 7

Each party will bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator.

ARTICLE 7 - DISCHARGE

Notwithstanding the foregoing procedures for the processing of grievances, protests against the discharge of an employee shall automatically bypass the first two (2) steps of the procedure and be lodged at Step 3 for consideration, commencing at the School Board's representation level, as provided. Step 3 meetings on discharge cases shall take place within three (3) days after receipt by the School Board's representative of a protest against the discharge. The Union will be notified in writing of the discharge action and upon receipt of said notice the normal time limits will apply.

ARTICLE 8 - SENIORITY

Section 1 - Date of Seniority, Seniority Lists

The seniority of all employees on the list shall commence with the date of permanent hire by the Warren Consolidated Schools. The Union shall be furnished with a list by November 1 and April 1, setting forth in the order of their seniority each employee's name, seniority number, effective hiring date, and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to name. Seniority lists by group classifications will similarly be provided. The Union will be provided with a list of new hires, terminations, and other changes as they occur.

The Union will designate in writing to the Personnel Office (or School Board) by October 1st of each year the person to whom the list of new hires, terminations, and other changes are to be sent. The School Board agrees to submit these notices to the single designated officer of the Union for distribution to whomever the Union deems appropriate.

The Union will be provided with a list of all bids, transfers, promotions, and/or all other changes of status of employees in the Bargaining Unit. The Union will designate in writing to the Personnel office by May 1st of each year the person to whom these changes (except for bid forms) shall be submitted.

Department Heads shall send all bid forms that are submitted from all employees for each vacancy that is posted and also notice of the successful bidder for each position to the appropriate Steward.

ARTICLE 8 (Cont'd)

Section 2 - Application of Seniority

Seniority shall be applied as hereinafter provided within classification, occupational group, and district wide. The occupational groups shall be: 1) Maintenance, 2) Operations, 3) Nutrition Service, 4) Transportation, and 5) Technical. If a State or Federally funded auxiliary subgroup is created within any occupational group, then seniority will be contained within that subgroup until such time that the subgroup is deleted or the employee bids into a district-funded position. Upon deletion or bidding out of the subgroup, seniority will be henceforth based on first date worked in the occupational group classification.

- a. When an employee moves from one occupational group to another occupational group, then said employee's seniority into the new occupational group shall commence with the first day worked in the new group classification. When two (2) or more employees transfer on the same date, district seniority shall prevail in filling of the available positions.
- b. Seniority for computation of vacations, retirement, holidays, or other fringe benefits shall be from date of permanent hire into the Warren Consolidated School District.
- c. An employee who has moved from one occupational group to another occupational group and moves back to his/her original occupational group shall retain the seniority he/she had accumulated in that original group before he/she moved.

Section 3 - Probationary Period

New employees hired into the Unit from the outside shall be probationary for the first ninety (90) working days of their employment. New ten (10) month employees probationary period will be the first forty-five (45) working days of their employment. Fringe benefits will begin after thirty (30) working days. The parties may, by mutual consent, extend the probationary period up to an additional thirty (30) working days. Upon completion of their probationary period the employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the date of hire. New employees, while in their probationary period, may be terminated without recourse to the grievance procedure. They shall be represented by the Union for all purposes under this Agreement during the probationary period except that no protest may be entered against termination during said probationary period. Probationary employees are not allowed to bid on other positions while on probation.

ARTICLE 8 (Cont'd)

Section 4 - Loss of Seniority

Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- a. If an employee quits.
- b. If he/she is discharged and the discharge is not reversed through the grievance process of the Agreement.
- c. If he/she is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the School Board.
- d. If he/she fails to return to work from lay off when recalled from lay off as set forth in the recall procedure provided herein.
- e. If he/she overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the School Board and/or fails to give explanations satisfactory to the School Board.
- f. If she/he is on lay off for a period exceeding two (2) years or the duration of his/her seniority at the time of lay off, whichever is greater.

Section 5 - Location, Shift Requests

Transfer is defined as a lateral change in shift and/or building location within a classification.

- a. Classification is defined as the specific job title within the occupational group in Salary Schedule "A" , except that Head Custodian levels shall be treated for purposes of this Section as individual classifications as follows: Head Custodian, Senior High; Head Custodian, Middle School; Head Custodian, Elementary (regardless of the number of rooms and to include Head Custodian, Administration Building)
- b. It is further agreed that promotions (defined as a change in classification or financial gain; either more hours or a greater hourly rate to the bidder) and voluntary demotions will be processed simultaneously and will be granted on the basis of occupational group seniority. A trial period is required for all promotions, and for all voluntary demotions and other changes in classifications where the employee has not previously held the job. The parties may agree to waive the trial period.

ARTICLE 8 – Section 5 (Cont'd)

- c. Bids which reflect a change of building location, shall be defined as transfer and shall be given preference over bids for promotion or voluntary demotion. Such bids will be honored on the basis of seniority within the group classification. No custodial employee may change location (laterally) or move downward in classification more frequently than three times in any one year (June 1st through May 30th) one of which may be exercised at the Bump & Bid session, or except when employees bid on temporary positions. This restriction may be modified by mutual consent between Union and Management.
- d. An employee who transfers or who is promoted to a position under the employer not included in the Bargaining Unit, shall have accumulated seniority frozen as of the day she/he leaves the Unit.

In the event the employee returns to the Bargaining Unit, the employee has the right to bump the least senior person in the same job classification within the group classification the employee occupied prior to leaving the Bargaining Unit provided that the employee has less seniority and shall exercise his/her Bargaining Unit seniority thereafter. The time spent out of the Bargaining Unit will not be counted toward seniority within the Unit.

Those employees who leave the Bargaining Unit but still remain employees of the Board of Education and who re-enter the Bargaining Unit shall have total years of service with the Board of Education counted as the basis in determining salary placement, vacation, and longevity.

However, an employee who has left the Bargaining Unit shall not earn sick days during the time she/he is out of the Bargaining Unit.

Section 6 - Protected Seniority

Preferential seniority will be given to the President, Chief Steward and all Stewards against lay off and against major work reduction to the extent that these Union representatives will be the last to be substantially reduced or laid off within their respective Occupational Groups, provided that any Union representative involved herein is qualified to perform the job which is available. This provision is not intended to provide the Union representative with a promotion (more hours than normally scheduled).

Any employee, other than a day shift employee, who is elected President of the Local Union, may remove the person with the least seniority within his/her classification on the day shift. The person replaced will fill the position vacated by the President.

Preferential seniority for one (1) Steward will be available during the summer recess should the department to which the Steward is assigned be scheduled to work. This provision applies to departments operating on a ten (10) month basis.

ARTICLE 8 (Cont'd)

Section 7 - Lay Off

Reductions in the work force shall be effected through the following procedures:

- a. Probationary employees in the affected occupational group shall be immediately laid off.
- b. Occupational groups for layoff purposes only, shall include the following:
 1. Maintenance, Operations, Mechanics, and Technical
 2. Transportation
 3. Nutrition Services
- c. The necessary number of least senior employees shall be removed from the affected classification. Maintenance helpers, trainees, and apprentices shall be considered in one classification in case of layoff.
- d. In applying the layoff provisions employees' seniority shall consist of their total years of service in the Warren Consolidated Schools Local 1346 bargaining unit.
- e. Any least senior employee so removed shall be able to exercise their seniority right to bump into:
 - 1) Any classification within their Occupational Group that is laterally and/or down based on Schedule A and must be able to perform the duties of the job; or
 - 2) Any classification within their Occupational Group that said employee had previously held; or
 - 3) Any classification within any occupational group that said employee had worked and accumulated seniority in, using that occupational group seniority.
- f. An employee who has bumping rights as set forth in (e) above shall have the right either to exercise the bump or to accept the lay off until recalled.
- g. The least senior employees who remain unplaced after the reduction in the required classifications and bumping is completed shall be laid off.
- h. The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session, such as summer, Christmas, and Easter recess periods.

ARTICLE 8 – Section 7 (Cont’d)

- i. The above layoff procedure shall be accomplished at a one (1) day bidding-bumping session. Prior notice will be given by the Administration to the affected employees. Those absent must provide a written statement conveying the power of bid to an employee present or the absent employee will be placed by the Administration.

Section 8 – Recall

- a. Laid off employees shall be recalled in the inverse order of the layoff. Employees who have exercised their seniority to bump or who have been bumped will be given the option to return to their original classification when a vacancy occurs, prior to utilizing the recall or promotion, but not transfer.
- b. Laid off employees will be placed in a recall pool by Occupational Group in the order of seniority. These employees will be called back according to their seniority to vacant positions which occur in their Occupational Group after all bumping, bidding, promotions, demotions and before transfers from other occupational groups have taken place. When an Occupational recall pool has been exhausted employees from other Occupational recall pools will be called for any opening that occurs within the Bargaining Unit prior to the employment of new employees.
- c. Employees who decline to accept a position out of their classification or Occupational Group will not be eliminated from their Occupational recall pool.
- d. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the School Board, non-registered copy to be sent to the Local Union President, and shall require that the employee report for work within five (5) days after the date of delivery or proof of non-delivery.

Section 9 - Temporary Layoffs

In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the School Board, the employees immediately affected may be laid off without regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall thereupon be regulated by seniority application.

Section 10 - Cut Back and Extension of Shifts

When conditions necessitate the cut back of one (1) shift and the extension of another shift the following procedure will be followed:

- a. The necessary number of the least senior employees shall be removed from the building and shift that is being cut back.
- b. Employees in buildings that will be affected by the shift change shall be notified of the change being made five (5) working days prior to the change.

ARTICLE 8 – Section 10 (Cont’d)

- c. Any least senior employee so removed or affected by the move shall have the right to fill the vacancies of the extended shift or shall be able to exercise seniority rights to remove a least senior employee in that sub-classification
- d. The least senior employees who remain unplaced after all moves are completed shall have the option of filling vacancies on the extended shift or to accept a layoff.
- e. Cut backs and extensions of shifts may be handled as in Lay Off, Section 7, i.

Section 11 - Filling Vacancies

When a vacancy occurs which is not brought about through sickness or accident or which is more than ninety (90) days of non-compensable leave, said vacancy shall be posted in all installations immediately and shall be filled either through the bidding system, transfer, assignment or new hire, in accordance with the procedures outlined herein. The posted notice shall set forth the job title, shift, and location of the opening, the approximate number of hours required, and also the prerequisite qualifications necessary to perform the job. These qualifications shall relate to the specific job to be filled and if any unreasonable qualification is listed for any job by the School Board, the Union shall have the right to protest through the grievance process.

No ten month vacancies will be posted between the students last day of school in June and the students first day of school in September. If an employee is off work, and wishes to be considered for vacancies, the normal bidding process applies.

It is mutually understood that wherever this Agreement requires retention of a position for an employee who is on compensable or non-compensable leave, that that position is not considered a vacancy and as such will not be posted and, consequently, not filled through the bidding process.

Section 12 - Promotion and Demotion Procedure

- a. In all cases, promotion and demotion shall be defined as a movement from one classification to a classification with a different job title. The original round of bidding will be within the nutrition service, the operations, the maintenance, transportation and the technical Occupational Groups, as the case may be. If the vacancy cannot be filled in this round of bidding, then bidders from other Occupational Groups will be considered before resorting to new hires.

The bid notice of each vacancy shall be posted for five (5) working or school days, during which time all employees desiring to bid for the job must file their bid in writing with the designated School Board representative.

ARTICLE 8 – Section 12(a) (Cont'd)

The bidding form shall be filled out completely by the bidding employee. The employee shall retain one copy of said form and the School Board representative shall retain the original, forwarding a copy to the appropriate Union Steward. The successful, qualified, senior bidder shall fill the job immediately or as soon as possible within five (5) days after the date of the closing of the bid. In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to the employee and the Union. If reasons provided are not acceptable, the denial will be subject to the grievance procedure.

During the above bidding process, the senior employee from another Occupational Group who is qualified and has informed the Directors of Facilities and Property Services, Nutrition Services and Transportation at or prior to bid time will be offered a temporary, vacant position in the operations area until such time that the employee's seniority allows him/her to successfully bid for a permanent location, before resorting to new hires. The employee offered the temporary position shall fill the job immediately or the temporary position will be offered to the next most senior qualified employee who has informed the Director of Facilities and Property Services, Nutrition Services and Transportation at or prior to bid time. The Union Stewards will be provided with a list of interested employees.

Any qualified 10-month employee of the bargaining unit who has obtained at least 3 (three) years seniority and has had satisfactory work performance in their occupational group may bid into other occupational groups. The successful bidder will be awarded the position before any non-union applicant.

After the effective date, November 7, 2001,(signing) of this agreement, new hires may bid on positions in other occupational groups and will be considered along with other applicants.

- b. On promotion or voluntary demotion, or when employees take higher ranking jobs within their own group classification on a day to day basis, they will receive the rate of pay in the classification and job they are performing that is in line with their total years of seniority in the District.
- c. When an employee takes a job within another Occupational Group he/she will receive the rate of pay equal to or more than that which he/she previously received, but in no case less, except as specified below. If the salary schedule in the other Occupational Group does not provide a wage comparable to, or more than, the employee's former wage, he/she will be placed at the top of the salary scale of the classification to which he/she is moving.
- d. Prior to taking the position, the successful bidder for a Head Custodian position will be required to work up to ninety (90) days with the skilled trades and energy departments. Failure to demonstrate skills required for a Head Custodian position will be sufficient reason to deny the employee the promotion. After the program is completed, a certificate of qualification will be issued and the employee will be placed in the building into which they bid and be subject to a trial period. While the position the trainee previously held is vacant, the position will be filled by substitutes or floaters until the training is completed. During the training period, the trainee will be paid the prevailing Head Custodian rate.

ARTICLE 8 (Cont'd)

Section 13 - Selection of Successful Bidders and Trial Period

The successful bidder shall be given a trial period of up to sixty (60) work days in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. In the event the successful bidder is deemed unsatisfactory, then that determination may be processed through the grievance procedure. If the employee elects to reject the promotion or she/he is deemed unsatisfactory after the process of the grievance procedure during the sixty (60) day trial period, then said employee shall have the right to be restored to his/her former job and school from which she/he originally bid. The employer may deem the employee satisfactory prior to the conclusion of 60 work days.

In the event that the successful bidder declines the position for any reason, before or during the probationary period, that bid shall go to the next senior bidder until the bid sheet is exhausted.

This Section shall apply to all promotions, to voluntary demotions where the employee has not previously held the job, or to any change in classification where the employee has not previously held the job.

Section 14 - Sequence of Posting Vacancies

When a successful bidder is moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the moved bidder satisfactorily completes his/her trial period and becomes regularly assigned to the other job. During the vacated period, the senior employee in the next lower classification of that group classification in the building shall have the option to fill said vacancy and be paid the higher rate of pay, if any is so involved. This also will apply on day to day absences where regular assigned employees are not available.

If a nutrition service employee refuses three (3) times to fill any vacancy or extra assignment offered, then the School District is not obligated to contact said employee under the above provision for the remaining part of that school semester. Nutrition service employees may absolve themselves of an extra duty obligation by notifying the School District at the beginning of each year.

Twice a year, once in September and once in January, a notice will be sent to all afternoon and midnight custodians requesting them to state their intentions regarding substituting for the head custodians on either a day-to-day basis or for longer periods. If the custodian agrees to fill the vacancy she/he will be expected to replace the head custodian in the building in which she/he is working in all instances, unless extenuating circumstances prevent him/her from doing so. Any employee who refuses three (3) times to fill any vacancy or extra assignment offered outside of their building, will be removed from the call list for the balance of the school year.

Day-to-day coverage of noon runs, after total utilization of relief drivers will be offered by seniority to any driver able to meet time requirements. This will be on a rotation basis. Three (3) consecutive refusals will be cause for removal from the list.

ARTICLE 8 (Cont'd)

Section 15 - Subcontracting

The School Board will not subcontract any work normally performed by its work force as long as employees are available and the necessary equipment is owned by and available to the School District. In the event employees and/or equipment are not available to the District, the Board will notify the Union of the conditions prior to subcontracting.

Due to weather, monetary consideration, and type of roof being installed, contractors may be used to supplement the roofing crew. The intent of this agreement is not to reduce the roofing crew but rather augment the staff and accommodate financial situations.

Any disputes arising from the above shall be subject to the grievance procedure.

Section 16 - Temporary Assignments and Employees

Day-to-day absences, where regular employees are not available for assignments, may be filled by substitutes.

Only regular, but less than twelve month employees of the school district will be employed during the summer vacation to augment the building custodial staff. Government grants will only be considered after needs have been met. Those employees wishing to exercise this opportunity must inform the operations department in writing on or before June 1st of each year. Summer employment shall be based on district seniority. Employees shall be notified of summer employment three days prior to the last day of the scheduled school semester.

Full-time high school and college students may also be employed as needed to augment the work force during peak periods in the grounds department and in departments other than custodial, during the summer (April 1st through September 30th of each year), Christmas and Easter periods.

When any regular employee has been on leave (either compensable or non-compensable) for a period of forty-five (45) calendar days, the resulting open position shall be considered vacant and shall be posted and bid (on a temporary basis) as outlined in Article 15, Section 7. If management is made aware with a doctor's verification that a 10-month employee will be absent thirty (30) working days or more, the position may be posted immediately. Such temporary bids and any subsequent bids shall be awarded to the senior applicant meeting the training guidelines, once implemented. However, it is agreed that in order to bid on a temporary vacancy, it must result in a financial gain (either more hours or of a greater hourly rate to the bidder) or a move to the day shift. When a temporary bid results in a financial gain, Article 8, Section 13 (trial period) must be effected. Employees will not be eligible for health care and other fringe benefits for these vacancies until the employee has been on the job for one hundred twenty (120) calendar days. Upon return of an employee from the above leave, he/she shall return to his/her position and the successful bidder shall revert back to his position.

For temporary vacancies, employees may not bid into other occupational groups.

ARTICLE 8 (Cont'd)

Section 17 – Training Guidelines

Training for new hires or promotions into the Transportation Department:

- If an employee wishes to bid into the Transportation Department he/she must complete the following training that will be provided by the District at least two (2) times yearly. All employees must satisfactorily pass the CDL (excluding Bus Aides). Failure to meet the training guidelines will result in the employee being returned to their previous position.
 1. Complete two (2) weeks of training for CDL certification.
 2. All costs of licensure will be the responsibility of the employee with reimbursement given upon placement.
 3. Up to four (4) days of in-service at the MISD.
 4. Wonderlic test score of eighteen (18) or above for any new hire.
 5. Satisfactory completion of the e-Predix test for any new hire.

Training for new hires or promotions into the Operations Department:

- If an employee wishes to bid into the Operations Department he/she must complete the following training that will be provided by the District at least two (2) times yearly. Any current employee will view all necessary videos within the first month of the employee's trial period, if they have not previously completed this requirement. Failure to meet the training guidelines will result in the employee being returned to their previous position.
 1. Attend a half day workshop on proper use of custodial equipment.
 2. Complete the viewing of the following videos on an annual basis:
 - a) Proper lifting
 - b) Bloodborne Pathogens
 - c) Asbestos Awareness
 - d) Hazardous Chemicals
- Any employee wishing to work during the summer in the Operations Department must complete the above requirements within the current school year.

Training for new hires, promotions, or bids into the Nutrition Services department:

- a. All current employees will complete within a three (3) year period the following course work that will be provided by the District at least two (2) times annually:
 - School Food Service Basics
 - Sanitation and Food Safety
- b. All new hires will be required to complete the training within a one (1) year period.

ARTICLE 8 – Section 17 (Cont’d)

- c. All Nutrition Service employees wishing to promote to Secondary Cook or Central Kitchen Cook must also successfully complete and have on file the following in addition to the initial training:
 - Principles of Food Preparation
 - ServSafe

- d. All Nutrition Service employees wishing to promote to Head Cook or Elementary Cook must also successfully complete and have on file the following in addition to the previous training:
 - Verbal Communication Skills
 - Focus on the Customer
 - Working Safe

- e. All Nutrition Service employees wishing to promote to Central Kitchen Head Cook must also successfully complete and have on file the following in addition to the previous training:
 - All course work for Head Cook or Elementary Cook
 - Satelliting
 - Michigan’s Healthy E.D.G.E. 2001 or current version when available
 - Nutrition 1
 - Menu Planning

Once implemented, during the first three (3) years any Nutrition Services employee wishing to bid on a position in a higher classification must complete the required training during that school year. After the three (3) year period the employee must have the training on file in order to bid on said position.

Once implemented, all required training for current employees in the first three (3) years will be provided and paid for by the District. During the first three (3) years employees will be paid for class time required to meet qualifications for the position. The District will pay for each course taken on a one (1) time basis only. In order for the District to continuously meet recommended State training guidelines, after mutual agreement with the union, requirements may change as courses are dropped and added from the state recommended training list.

Once implemented, after the first three (3) years, all employees will be provided the opportunity to take classes and the employer will pay 100% of the cost for the classes. The employee will not receive pay for class time spent in achieving the certifications.

ARTICLE 9 - HOURS, OVERTIME AND PREMIUM PAY

Section 1

The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.

ARTICLE 9 (Cont'd)

Section 2

The normal work schedule shall consist of forty (40) hours Monday through Friday. The normal work week for computation of overtime is Sunday, 10:00 p.m. to Sunday, 10:00 p.m. It is understood and agreed that work schedules for new and posted positions shall be established by the Board of Education.

a. Operations: Shifts-Normal Schedule

In the event that bus schedules necessitate a change in basic school operating hours, the head custodian may be adjusted accordingly.

b. For all departments other than nutrition service, bus drivers, and bus aides, the workday of the five-day work week will be based on the schedules established on June 1, 2001 (Appendix A). Changes of up to one hour may be made with five days notice except for emergencies.

1) It is understood and agreed that the language dealing with the afternoon shift shall apply to all employees who come into the Maintenance Department after October 1, 1990.

2) Employees subject to the afternoon shift shall be given five working days notice of any change in shift.

3) If an employee is assigned to the day/afternoon shift for a specific project, they shall be furnished with the estimated length of time they will be on the assigned shift.

4) The Board agrees not to make temporary shift assignments in an arbitrary or capricious manner.

c. Help will be provided for the Truck Driver/Warehouse/Grounds classification during peak load periods subject to approval of the immediate supervisor.

d. Compound time prior to the start of morning (A.M.) routes will be 20 minutes. Additional compound time at the end of the morning (A.M.) routes will be 10 minutes.

Compound time prior to the start of the noon and afternoon routes, shall be 10 minutes. Compound time at the end of the end of the day (P.M.) routes, shall be 15 minutes.

It is understood that compound time is to be utilized for pre- and post-trip inspections, fueling (not to include oil, transmission, etc.), parking of the bus, making any necessary reports, communicating with staff and community, minor delays (up to 10 minutes) and any other responsibilities necessary in the completion of the duties of the drivers.

ARTICLE 9 – Section 2 (Cont'd)

Deviations from the schedule will be held to the minimum but may take place when dictated by road conditions and unusual school conditions and exceeds 10 minutes. Drivers will be compensated for their total route in cases of periodic, individual student absences.

All vehicles will remain in the compound when not on assigned runs. Summer school drivers will pick their runs according to seniority.

e. Nutrition Service Shifts

A full shift in the food service shall consist of eight (8) hours. An average starting time for each shift will be established and posted at each school installation. Assignments in each shift will be made in accordance with requirements for utilization of individuals within classifications.

The School Administration will endeavor to assign hours on as regular a basis as is consistent with work needs. The parties agree that the nature of the food service function in school buildings requires a degree of flexibility in work schedules. The Union agrees that deviations to accommodate legitimate work objectives may be made by the school Administration and the School Administration agrees to strive sincerely to confine such changes to real need, but otherwise to maintain the integrity of the basic established work shift.

f. During the Christmas, Easter and summer vacation periods, when school is not in session, the regular work day will be between 7:00 a.m. and 5:00 p.m. Exceptions will be made in the pool area, Administration Building and Community Education Programs at Butcher. Any other exceptions, which may be required for the effectiveness or efficiency of the departments, will be by mutual agreement between Administration and the Union.

g. Afternoon differential will be paid from 3:00 p.m. to 5:30 p.m.

h. Maintenance Schedule

During Christmas, Easter, and summer vacation periods when school is not in session, the regular work day will be between 7:00 a.m. and 5:00 p.m.

Section 3 - Lunch Periods

a. Full-time (40 hours per week) members of the bargaining Unit shall be entitled to a daily unpaid, duty free, uninterrupted lunch period of not less than one-half (1/2) hour.

ARTICLE 9 – Section 3 (Cont'd)

- b. Eight hour nutrition service employees shall be allotted up to one-half (1/2 hour) for lunch and prorated to less than eight (8) hour employees. Employees working less than four (4) hours shall not be entitled to a lunch period.
- c. It is recognized that all Bargaining Unit employees are entitled to a short coffee break, one prior to the lunch period and one following the lunch period. However, less than four (4) hour employees shall be entitled to only one (1) short coffee-break.

Section 4 - Work Hours

- a. All work performed in excess of forty (40) hours in a scheduled work week or work performed in excess of eight (8) hours a day and work performed on Saturday will be paid at the rate of time-and-one-half. Work performed on Sunday will be paid at the rate of double time. The following provisions shall also apply:
 - 1) Overtime pay shall not be pyramided.
 - 2) When functions for which the School Board does not pay the cost and which are serviced through utilization of unscheduled Bargaining Unit employees, the time worked will be paid at the appropriate overtime rate regardless of the straight time hours worked.
- b. By mutual agreement of both the District and the Union, a forty (40) hour work week may be established consisting of four consecutive 10 hour days. The establishment of such a work schedule may be done so all year round or for a particular period or season of the year, or during any other appropriate combination or period of time that may be deemed appropriate. In addition, the schedule may be established for any single Occupational Group, or section of any classification, or combination of Occupational groups, as may be deemed appropriate for the work load or assignments of work.

In addition, the following provisions for establishment of the four-day, 10 (ten) hour shift shall apply:

- 1) Overtime – The overtime provisions applying to ten (10) hour days shall be waived in order to provide 10 hours of straight time each regular work day. Any time worked in excess of ten (10) hours shall be paid at the regular overtime rates. Any time worked in excess of their regular forty (40) hour week shall be paid at the regular overtime rate.

Double-time shall be paid per contract and the employee's seventh (7th) day.

- 2) Vacation and Sick Leave – Vacation and sick leave days shall continue to accumulate at the same rate as spelled out in the contract. If an employee takes a vacation or sick day, he will be charged with ten (10) hours of vacation or sick time.

ARTICLE 9 – Section 4b (Cont'd)

- a. Jury leave, funeral leave, and holidays shall be paid at the rate of ten (10) hours if the employee's on the 10 (ten) hour shift.

Section 5 - Overtime

- a. Overtime for the Technical, Operations, and Maintenance, Departments, will be distributed as equally as possible among the eligible employees in the desired classification who are available by reason of being on the shift and at the installation where the work is required.
- b. Operations overtime will be on a rotation basis among eligible employees (including floaters and temporary assignments) according to seniority within an installation. When overtime cannot be filled within the installation, it shall first be on a rotation basis according to seniority on the overtime availability list. A "no" answer or non-response constitutes a turn. Any employee who refuses three (3) times to fill any vacancy or extra assignment offered outside of their building, will be removed from the call list for the balance of the school year.
- c. In cases of emergency when the School Administration requires the use of a Head Custodian, she/he will be called and the time spent will not be counted toward the rotation of the normal scheduled overtime.
- d. Overtime in the Nutrition Services Department will be assigned by the Director of Nutrition Services. The Director of Nutrition Services will determine the number of employees needed and the classifications required. All overtime will be distributed as equally as possible among all the employees within each installation. A "no" answer constitutes a turn and those hours will be charged.
- e. Overtime among the Mechanics within the Transportation Department will be rotated and equalized within a classification.

The classifications as referred to for implementation of this provision and this provision only will be as follows:

- 1) Mechanic Coordinator and Bus Mechanics
- 2) Mechanic Trainee

Overtime records for Mechanics and Mechanic Trainees will be posted on the Union bulletin board in the bus garage by pay period. A "no" answer shall constitute a turn.

In case of an emergency call, the overtime the employee works will not be counted toward the rotation of the normal scheduled overtime unless it exceeds the call-in time specified herein.

ARTICLE 9 – Section 5e (Cont'd)

- f. Field trips shall be selected, according to seniority and on a rotation basis and will be based on drivers' ability to reach the pick-up point without disturbing their regularly assigned runs as set forth below. A "no" answer shall constitute a turn.
 - 1) All field trips will be posted at 11:00 a.m., two (2) days prior to the scheduled trip until 9:30 a.m. the day preceding the trip. Drivers will be notified by posting at 11:00 a.m. of the same day.
 - 2) There will be one (1) field trip roster for Monday through Friday when school is or is not in session to continue perpetually through summer recess. There will be one field trip roster for weekends and holidays to continue perpetually through summer recess. Drivers will have their choice of the trips posted on the weekend/ holiday roster regardless of the day.
 - 3) Bus drivers assigned to field trips, may be assigned other driving assignments during layover time.
- g. Summer field trips will be called at specific agreed upon time, twenty-four (24) hours in advance. According to seniority, drivers will be given their choice of run for that day. Three consecutive turn-downs will constitute removal from the summer field trip list. Field trips scheduled less than twenty-four (24) hours in advance will be offered to the first senior person called on rotation for that day, with no loss of turn.
- h. A driver with a noon run taking a regular day trip would have the necessary school runs covered (after A.M. elementary drop off and before normal P.M. high school pick up is considered a regular day trip.)
- i. Relief drivers will be offered noon runs of drivers taking trips in so far as they are available. After total utilization of relief drivers, all other employees without noon runs will be allowed to cover noon runs of employees taking a regular day trip. This will be on a seniority rotation basis. Three consecutive refusals will be cause of removal from the list.
- j. A relief driver will cover the total run of an absent driver including the field trip (assigned by schedule time). Management is not liable if the trip is cancelled or shortened.

Upon full and complete utilization of relief drivers, day-to-day absences that still exist will be given to Union Floaters.

Upon full and complete utilization of relief drivers and floaters, day to day absences that still exist will be given to substitute drivers, with the exception of field trips.
- k. A minimum of one (1) bus per day will be released for an odd hour trip with necessary school runs of the driver taking the trip being covered but not parts of runs.

ARTICLE 9 – Section 5 (Cont'd)

- l. Drivers will be allowed to take odd hour field trips and complete their regular A.M. or P.M. school runs as long as the trip can be accommodated within fifteen (15) minutes of the requested time. One way sports transportation accommodations will be made as either a takeover or field trip as determined by management. Athletic trips that start at four (4) o'clock p.m. or after will be posted as a field trip.
- m. All drivers shall have an opportunity to select field trips occurring on weekends, holidays, and when school is not in session during the school year.
- n. On field trips outside the school district that are scheduled when school is not in session, as during night hours and/or weekends, employees will select the bus of their choice, subject to the approval of management.

- 1) The following day's selection of field trips will be initiated with the first eligible person following the last assigned person of the previous day.
- 2) Trips about which there is less than a twenty-four (24) hour notice, or trips turned down, "toss up", after they have been accepted will be offered to the senior person up for a trip that day with no loss of turn. Drivers who "toss up" more than three trips per year, shall be removed from the regular field trip roster.

A "toss up" field trip is one in which there is less than a twenty-four (24) hours notice or a trip turned down after it has been accepted. The "toss up" will be offered to the senior driver up for a trip that day with no loss of turn. Field trips which are received by the Transportation Department after 6:00 p.m., on the day the trips are posted, will be considered "toss up" trips. Drivers, who "toss up" more than three trips, will be removed from the regular field trip roster.

A "toss up" trip that starts before 1:30 p.m. or trips that come in after 1:30 p.m. for the same day will be assigned 1 hour before the trip starting time. All other "toss ups" will be removed from the board at 1:30 p.m. and assigned accordingly.

Drivers who sign the "toss up" roster are responsible for checking the roster and knowing their assignments.

- 3) Emergency trips that come in within one and one-half (1-1/2) hour of pickup time shall be offered to the first senior person available at the transportation building with no loss of turn.
- 4) Mechanics and Mechanic Helpers will not drive field trips as long as any drivers are available.
 - a. Overtime will be on a rotation basis according to seniority and equalized for all grounds crew employees. In cases when School Administration requires the use of a Groundskeeper, she/he will be called and the time spent will not be counted towards the rotation of the normal scheduled overtime.

ARTICLE 9 – Section 5 (Cont'd)

- b. Overtime within the Maintenance Department will be rotated and equalized within a classification. In case of an emergency call, the overtime the employee works will not be counted towards the rotation of the normal scheduled overtime unless it exceeds the call-in time specified herein. Overtime records shall be kept up to date and posted on the bulletin board by the supervisor.
- o. Drop/Return field trips posted as such will be assigned to one driver.
- p. By mutual consent, compensatory time (e.g. one (1) hour worked equals one-and-one-half (1-1/2) compensatory time off) may be given equal to the authorized overtime worked. Compensatory time must be taken no later than two pay periods after it was accrued. Compensatory time must be mutually agreed upon by employee and supervisor.

Section 6

Approved compensable leave days and unworked holidays will count as days worked in the computation of overtime at the end of the work week.

Section 7

When an employee reports for work as scheduled the employee shall be paid a minimum of two (2) straight time hours. Employees who are working a scheduled shift but then are sent home because of no work will be paid fifty percent (50%) of their normal shift of work, or the amount worked, whichever is greater, but in no case less than two (2) hours.

When a Transportation driver is scheduled for a field trip and the trip is cancelled, for whatever reason, the driver shall receive two (2) hours straight time pay. If a cancellation occurs on a weekend or holiday trip, the driver shall also be paid two (2) hours straight time. However, if the driver shows up for such run that is cancelled, the driver shall be paid two (2) hours at the prevailing overtime rate.

Section 8

When an employee is called for unscheduled work, when scheduled to be off, the work performed shall be paid at a rate of time and one-half of the regular rate, provided that minimum pay for a call-in shall be two (2) straight time hours and providing criteria in the first paragraph of section 5 of this article has been met.

When an employee has a shift extended, she/he shall be paid for the actual additional time worked at the prevailing rate.

ARTICLE 9 – Section 8 (Cont'd)

If a field trip begins after a regular run, the employee will remain on the clock providing the time of the field trip run and the layover time between the field trip and the scheduled clock-out time at the end of the regular run totals two (2) hours or less. In such cases, the driver will be paid for the actual time required to drive the field trip run, including the layover time. All other field trips shall be at a minimum of two (2) hours at the driver's current regular straight time rate, unless overtime provisions apply.

Compound time for field trips is as follows:

12 minutes prior to the field trip (when a Mechanic is on duty).

20 minutes prior to the field trip when a Mechanic is not on duty.

Section 9

Any member of Local 1346 holding a Union position, and while functioning in relation to that Union position, becomes unavailable for offered overtime, will not be charged, but will be by-passed. This provision will also apply to bus drivers for field trips. This member will be given first choice of the next offered trip or overtime.

ARTICLE 10 - PHYSICAL EXAMINATIONS

Section 1 - Physical Examinations

The Board will cover the complete cost for required physical examinations. These examinations shall be performed by a qualified physician designated by the Board. If the employee is not scheduled to work, they will be compensated for actual required time.

Section 2 - Tuberculin Skin Tests or Chest X-Rays

Tuberculin skin tests or chest x-rays, required by the State, will be furnished by the Board at a Board designated facility.

Tuberculin skin tests or chest x-rays will be scheduled at a time not to create a cost penalty to the District and with a minimum amount of inconvenience to the employee.

Section 3 - Challenge of Examinations Report

In the event the report of the employee's attending or examining physician is challenged by the School Administration or if the Union challenges the report of the School Board doctor's examination, then the procedure shall be as follows:

- a. The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice, at the protesting party's expense.

ARTICLE 10 – Section 3 (Cont'd)

- b. If the reports of the two examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.

In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and, instead the affected employee shall be referred to an independent third physician, an appropriate specialist in the area of controversy. This physician will be mutually agreed to by employee and district within (10) ten working days. The final determination in the matter shall be binding on the parties. The cost shall be equally shared by the Board and Union. All further examinations and/or treatment will be done by the third party specialist. If this third party specialist is unwilling/unable to treat, said physician will make an appropriate referral.

ARTICLE 11 - HOLIDAYS

Section 1

The following days shall be celebrated as paid holidays:

Thanksgiving	Good Friday
Friday following Thanksgiving	Easter Monday
Weekdays between Christmas Eve and New Year's Day including	Memorial Day
Christmas Eve and New Year's Day	Independence Day
Martin Luther King Day (effective July 1, 2002)	Labor Day

Employees are not permitted to use personal days to extend the Christmas-New Year's Holiday.

Section 2

When one of the above enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday shall be deemed the holiday. This provision does not apply for the Christmas Eve-New Year's recess.

If an employee is required to work on any of the above enumerated holidays she/he will receive holiday pay plus double time for all hours worked.

On a day that the Superintendent might declare a holiday which is in addition to those holidays enumerated above, an employee required to work will receive straight time in addition to the holiday pay for all hours worked

Section 3

The custodians on the midnight shift shall be allowed to move to the afternoon shift on the day before a holiday (e.g., the Wednesday before Thanksgiving) provided there are no activities scheduled in that building that night. In the buildings where there are activities scheduled that night, the employees in that building will work their regular shift.

ARTICLE 11 – Section 3 (Cont’d)

Within a week of the students’ last day of school at the end of the school year, the Facilities and Property Services Department will determine a starting day for the day shift.

On the day that the teachers return to school at the end of the summer recess, the midnight shift custodians will begin working the midnight shift.

Section 4

In order to qualify for holiday pay, an employee must have attained seniority and must have worked the last regularly scheduled work day before and the first regularly scheduled work day after each holiday.

An employee who has been off the day before or after a holiday due to illness (except when the employee is receiving LTD benefits), or who is on an approved compensable leave, or who is on approved personal days pursuant to Article 14, Section 4 (d), or approved vacation shall have these days counted as days worked.

A physician’s statement may be required to be eligible for holiday pay.

Section 5

If a payday falls on a holiday the employees will receive their pay checks prior to the holiday.

ARTICLE 12 - VACATIONS

Vacations will be granted to regular twelve (12) month employees.

Normally, vacations will be taken during the summer months. If an employee desires a vacation other than during the summer months, and it does not interfere with the efficiency of the operation, then permission will be granted if it is mutually agreed to by the Union and Administration.

Section 1

- a. An employee will be entitled to one (1) weeks vacation upon completion of the first year of service. However, during the first year such employee will be allowed to take vacations after July 1, based upon the prorated vacation earned by computing the time between the original hiring date and July 1.
- b. An employee will be entitled to two (2) weeks vacation upon completing two (2) years of service with the School District. However, during the second year such an employee will be entitled to the first week earned from the previous year plus the prorated time between the original hiring date and July 1, as described above.

ARTICLE 12 – Section 1 (Cont’d)

c. An employee who has completed five (5) years of service will be entitled to three (3) weeks vacation with pay. However, during the fifth year such an employee will be entitled to the two (2) weeks vacation earned by virtue of service during a previous year plus the prorated portion of the third week in accordance with the formula set forth above.

d. Additional days vacation will be earned for each year of service as specified below:

Eleven (11) Years	Sixteen (16) days
Twelve (12) Years	Seventeen (17) days
Thirteen (13) Years	Eighteen (18) days
Fourteen (14) Years	Nineteen (19) days

e. An employee who has completed fifteen (15) years of service will be entitled to four (4) weeks vacation with pay. However, during the fifteenth (15th) year such an employee will be entitled to three (3) weeks vacation earned by virtue of service during a previous year plus the prorated portion of the fourth (4th) week in accordance with the formula set forth above.

f. An employee who has completed twenty (20) years of service will be entitled to five (5) weeks vacation with pay. However, during the twentieth (20th) year such an employee will be entitled to the four (4) weeks vacation earned by virtue of service during a previous year plus the prorated portion of the fifth (5th) week in accordance with the formula set forth above.

g. Employees hired into bargaining unit after July 1, 2010 shall have the following changes in benefits, all other provisions of this section with the exception of those indicated shall remain unchanged.

h. An employee who has completed twenty (20) years of service will be entitled to four (4) weeks vacation with pay. However, during the twentieth (20th) year such an employee will be entitled to three (3) weeks vacation earned by virtue of service during a previous year plus the prorated portion of the fourth (4th) week in accordance with the formula set forth above.

i. An employee who has completed twenty-five (25) years of service will be entitled to five (5) weeks vacation with pay. However, during the twenty-fifth (25th) year such an employee will be entitled to the four (4) weeks vacation earned by virtue of service during a previous year plus the prorated portion of the fifth (5th) week in accordance with the formula set forth above.

ARTICLE 12 – Section 1 (Cont’d)

- j. Nutrition service employees shall receive sick pay and holiday pay based on their permanent position hours.
- k. Ten (10) month employees entering a twelve (12) month position outside of their current department, vacations will be prorated in the same manner that all new twelve-month employee vacations are computed. After the first anniversary date of twelve-month employment, the employee’s total district seniority will be used to compute vacation time. Ten-month employees entering twelve-month positions within their department will receive prorated vacation based on total years of service.

Section 2 - Vacation Conditions

Employees shall not be entitled to take any prorated vacation until they have completed their probationary period.

When a contract holiday falls within an employee's vacation period, said employee shall receive an additional day of vacation.

Employees will not accumulate vacation credits during non-compensable leave except for employees on a ninety (90) day non-compensable leave as provided in Article 15, Section 3. Long Term Disability and worker's compensation absences shall be considered non-compensable leaves for the purpose of vacation accumulation after one year.

Employees unable to take the accumulated vacation, due to time constraints, will be granted a thirty (30) – sixty (60) day extension to exceed the July 1st deadline or will be renumerated by mutual consent.

Upon one (1) month's notice an employee will be paid his/her earned vacation monies for the period of vacation being requested before leaving on vacation.

Employees who terminate in good standing with the School District (not discharged) and who give two (2) weeks advance notice of intention to quit and work through the period of such notice, shall be paid the unused portion of their earned vacation in lieu thereof, unless other arrangements are mutually agreed on.

If an employee is laid off or retired, she/he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.

ARTICLE 13 - COMPENSATION

Section 1 - Basic Wages and Fringe Benefits

The wages received by employees by this Agreement shall be as set forth in Schedule A, which is attached to and incorporated into this Agreement. The insurance package made available to employees covered by this Agreement is set forth in Schedule B, which is also attached to and incorporated into this Agreement.

Section 2 - Shift Differential

Employees assigned to the second shift shall receive a ten-cent (\$.10) shift differential in addition to their regular rate and employees assigned to the third shift shall receive a fifteen-cent (\$.15) shift differential in addition to their regular rate. Employees will be paid premium shift differential only for those hours that are actually on the shift in question.

The shift differential for second and third shifts shall be eliminated during the summer recess period, except for employees working other than first shift.

Section 3 - Longevity

After four (4) years of service all employees in the Bargaining Unit shall receive ten cents (\$.10) per hour longevity.

Employees hired on or before September 30, 1998 will be eligible to receive longevity after four (4) years of service. Employees hired on or after October 1, 1998 will not be eligible to receive longevity payments until after six (6) years of service.

After six (6) years of service all employees in the Bargaining Unit shall receive a total of twenty cents (\$.20) per hour longevity.

After ten (10) years of service all employees in the Bargaining Unit shall receive a total of thirty-five cents (\$.35) per hour longevity.

After fifteen (15) years of service all employees in the Bargaining Unit shall receive a total of fifty-five cents (\$.55) per hour longevity.

After twenty-one (21) years of service, all employees in the Bargaining Unit shall receive a total of seventy-five cents (\$.75) per hour longevity.

Section 4 - Work Week

The work week, for pay purposes, shall commence on Monday at 6:00 A.M. of each week and end on Monday at 6:00 A.M. of the following week. No more than two (2) pay weeks shall be withheld effective the 2006/2007 School Year. Payday will be every other Friday.

ARTICLE 13 (Cont'd)

Section 5 – Uniforms

Uniforms are defined as distinctive clothing required as a condition of employment for purposes of identification or sanitation.

- a. All clothing having been provided to the employees in the Bargaining Unit by the Board will continue to be provided by the Board on a fair wear and tear basis. The following is included in the total allotment of clothing now being provided by the Board.
 - 1) Transportation Department. A light weight nylon wind-breaker, sweatshirt, and winter coat will be provided for all bus drivers on a three-year rotation basis and an annual clothing allowance of One Hundred (\$100.00) per year. This stipend will be a one time yearly payment to be paid on or before November 1st of each year. The monetary allocation will be used to purchase clothing that is deemed to meet the guidelines established in the employee handbook.
 - 2) Maintenance Departments, Truck Drivers and Grounds Department a winter jacket for all employees. It is presumed a winter jacket will last at least two (2) years.
 - 3) Technical Department. Uniforms and protective clothing as required.
 - 4) The Transportation Mechanics shall continue on the rental system for uniforms.
 - 5) Nutrition Service employees shall receive uniforms annually.
 - 6) All employees shall receive uniforms by November 1st each school year.
- b. Probationary employees will be granted the full allotment of clothing within thirty (30) calendar days upon completion of their probationary period.
- c. Any clothing which is furnished by the Board of Education is to be worn at all times in the performance of duties.
- d. Elementary Cooks will also be given six (6) aprons and ten (10) pairs of pot holders each year. The Elementary Cooks will be responsible for cleaning both.

Section 6 – Commercial Drivers' Licenses

The Board will pay the cost of Commercial Drivers' licenses for all employees required to have them.

Section 7 - Mechanics' Tools

Mechanics and helpers who break or damage tools in the performance of their jobs will have such tools replaced by the Board with tools of like or equal value.

ARTICLE 13 (Cont'd)

Section 8 - Safety Shoes

The Board may require employees to wear appropriate foot protection devices. When required, the Board will provide a \$100.00 allowance at the end of the employee's probationary period and \$100.00 every two (2) years thereafter in July toward the purchase of approved safety shoes, including uniform shoes for nutrition service employees. A receipt is required for reimbursement.

Section 9 - Mileage

Mileage of the State or I.R.S. standard will be paid to all custodians and maintenance workers, and any other member of Local 1346, whose regular assignment is split between buildings, and who use their own vehicles to travel from one building to the other.

Section 10 - Board Paid Retirement

Retroactive to October 1, 1976, the Board will pay the employees' five percent (5%) contributions on wages earned and paid starting with October 1, 1976 to the Michigan Public School Employee Retirement Fund in accordance with Act 244, P.A. 1974 of the Laws of Michigan. This provision will be implemented by reimbursing the employees for their five percent (5%) contribution from October 1, 1976 to the date on which the Board assumes the employees' five percent (5%) contribution, which will be no later than three (3) weeks from the date of Board ratification.

ARTICLE 14 - PAID FOR LEAVE TIME

Section 1 - Purpose

- a. Paid for leave time will be provided on an accumulation basis, for the primary purpose of protecting an employee's family living income during protracted periods of unavoidable absence due to illness or accident. This will include disabilities caused by or contributed to by pregnancy, miscarriage, child birth and recovery. Short-term incapacity, bereavement, and personal emergencies, as hereinafter provided for, are also considered good, secondary cause for compensated absences.

Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury, or for medical, dental or optical examination or treatment. Sick leave shall be granted also to each employee covered by this Agreement for personal illness for mother, father, and for the members of the employee's family which requires the care and attention of the employee.

A physician's statement may be required if the absence lasts five (5) consecutive work days or more.

ARTICLE 14 – Section 1 (Cont'd)

- b. In the event of a full-day closure due to a snow or ice day, twelve-month employees will be paid for normal hours of employment. If they are unable to report for work, such hours will be charged against employee's leave bank or vacation days.

Those employees who report for work for more than four hours will be paid their day's wages, plus an additional one-half (1/2) time of premium pay for all hours worked. These hours will not be charged against leave bank.

Employees working less than four (4) hours will be charged one-half (1/2) leave day. All employees working four hours or more will not be charged a leave day. Any employee who reports for work on an inclement weather day shall be guaranteed at least four hours.

Ten-month employees will be paid at their regular rate of pay for the first day of school closure due to inclement weather per school year. Ten-month employees who are required to work on an inclement weather day will be paid an additional 50% premium for time worked for the first day and time and one half for subsequent days. Ten-month employees may also use leave days for any non-compensated inclement weather work time.

In addition, on other inclement weather days, i.e. extreme cold weather when school is closed for students, all twelve (12) month employees are expected to report for work. Any twelve (12) month employee unable to report to work, will be charged time against the employees leave bank. Ten month employees are not to report to work but may use leave bank days to the extent available.

Section 2 - Annual Accumulation

Employees shall be entitled to a sick leave accumulation at the rate of one (1) day per month of employment. The "day" as used herein, as the basis for accumulation, shall be the schedule of daily hours to which each employee is assigned. This sick leave, to the full amount of its annual accumulation per employee, shall be ten (10) days for ten month employees; twelve (12) days for twelve month employees. Probationary employees will accumulate sick leave during their probationary period but may not utilize such leave until attaining seniority.

Unused sick leave left over at the end of the school year shall be accumulated to each employee's credit to a maximum total of 200 days for ten month employees and 260 days for twelve month employees.

Section 3 - Cash Surrender Value

Upon the death of an employee or his/her retirement under either the Public School Employees' Retirement Act, Social Security or ten (10) calendar years of service, the employee will receive cash value for fifty percent (50%) of his/her accumulated sick leave.

ARTICLE 14 (Cont'd)

Section 4 - Paid for Leave Schedule

Sick leave may be used in accordance with the schedule specified herein, for personal or family illness, bereavement and unavoidable emergencies.

- a. **Personal Illness:** Bonafide physical incapacity to report for and discharge duties, to the extent of unused days credited.
- b. **Family Illness:** Bonafide pressing need due to illness of an employee's spouse or children or parents to a total of three (3) days annually. Not more than one (1) day will be allowed to a father when his wife gives normal birth.
- c. **Bereavement:** Leave, up to a maximum of six (6) days when required will be granted in the case of death of an employee's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandmother, grandfather or grandchild. The amount of days which will be approved will depend upon travel and circumstances involved and six (6) days is not to be regarded as the norm. One (1) day leaves may be granted for funerals of others than in the immediate family. Up to three paid days of bereavement will not be deducted from the employee's leave bank. Employees will give twenty-four (24) hours notice for bereavement leaves, when possible.
- d. **Personal Days:** Up to four (4) days will be allowed for personal days to be used at the employee's discretion. These days will be deducted from the employee's sick day bank. Prior notification must be given to the immediate supervisor. Use of personal days where notice given is two (2) work days or less shall be subject to the approval of the immediate supervisor.

However, the use of personal days will be limited on the work days immediately before or immediately after a holiday or vacation period to those matters which are emergency in nature or which cannot be scheduled at any other time. The Human Resource Office shall have the discretion to approve the use of personal days at such time. The parties recognize that personal days are not to be used to extend holidays or vacations.

Section 5 – Workers' Compensation

Worker's Compensation shall be provided as specified by law. In addition, the Board will pay to the employee the difference between the amount paid by Worker's Compensation Insurance and his/her regular daily rate, and will charge the employee's sick leave accumulation proportionately for a period equivalent to the nearest half day. In no case will Board assistance extend beyond the employee's sick leave accumulation.

When an employee is released to return to work after having been absent on a Worker's Compensation disability, she/he will be reinstated to the classification and location held prior to his/her injury provided:

ARTICLE 14 – Section 5 (Cont'd)

- a. The Worker's Compensation doctor has released him/her to return to his/her regular position with no job restrictions or limitation; and
- b. He/she returns to work within one (1) year of the date of disability from the Worker's Compensation injury.

Should she/he be unable to return to work within the one (1) year period, then upon the release of his/her physician, he/she may bump the least senior employee in the classification, shift and hours which employee last held.

In case an employee, who suffered an on the job injury, is released to return to work but is not able to assume his/her former position, placement will be made to an assignment established in the Bargaining Unit for which she/he is qualified contingent on the employee's limitation.

In all cases, if necessary to provide an opening the employee with the least seniority holding such a position may be bumped.

Section 6 - Jury Duty

Jury duty will be sufficient reason for leave. Employees will be compensated the difference between the daily amount received from jury pay and what he/she would receive normally on a straight time basis. These days will not be deducted from accumulated sick leave.

Jury duty checks will be turned in directly to payroll and employees will be paid in full from the School District. School payroll checks will not contain any premium pay items such as shift differentials.

Section 7 - Union Conventions

If the Union wishes to send representatives to local, state, or national conferences conducted by the Union or other business leaves pertinent to Union affairs, said representatives may be excused, providing that said request for leave has been submitted to Human Resources Department for their approval or denial at least 72 hours prior to the leave, if possible. When these hours accumulate to 600 in any school year, the Union will reimburse the District for the full cost of the employee's salary (including FICA and retirement). This provision excludes meetings which have been scheduled with or by the employer, and grievance and arbitration proceedings.

Section 8 - Reserves or National Guard Leave

Employees who are in some branch of the armed service (Reserves or the National Guard) shall be paid the difference between their service pay and their regular pay with the School District when they are on full-time active duty in the Reserves or the National Guard, provided proof of service and pay is submitted.

A maximum of two (2) weeks per year is the normal limit except in case of emergency where leave will be extended thirty (30) Calendar days.

ARTICLE 15 - NON-COMPENSABLE LEAVE

Section 1

Leaves without pay will be granted in accordance with the specified provisions for each type of such leave as hereinafter provided: Military Service, physical incapacity, child care, and for the purpose of Union representation.

Leaves for other purposes may be granted but shall be subject to the consent and approval of the School Administration.

Section 2

Employees who have exhausted their accumulated sick days and are placed on a non-compensable sick leave shall upon the effective date of physician's release be placed back to the position and building they had occupied before the leave occurred. This provision will prevail up to a period of no more than one (1) year.

However, if it has been reasonably determined that an employee will not return within the year the job may be bid out with the provision that the employee out on sick leave will have the right to return to his/her building, shift and position if he/she returns within the year.

Section 3

Employees who have been granted a non-compensable leave (other than sick leave) and are scheduled to return within ninety (90) days shall be placed back to their position and building they had before the leave occurred.

Section 4

During vacated period the job will be filled as in Article 8, Section 14. The Administration will fill the position left vacated by a new hire within ten (10) days after elevations take place. Upon the return of an employee from non-compensable sick leave or ninety (90) day non-compensable leave, all employees will revert back to the former positions they held before the leave occurred within that particular building.

Section 5

Upon return of an employee from a non-compensable leave, other than those listed above, that is a sick leave or a leave extending for a longer period than ninety (90) days, he/she shall be placed for immediate assignment to the first available position for which he/she is qualified and which is commensurate with that which he/she would have held had the leave not intervened; if necessary, to provide the opening, the employee with the least seniority holding such a position may be bumped. Employees affected by such bump shall revert back to the position and building they had before they moved to the affected position.

ARTICLE 15 (Cont'd)

Section 6

Permanent employees hired to fill vacancies because of non-compensable leaves shall exercise their seniority to remove the least senior employee in that classification or group classification.

Section 7

Any vacancy which occurs, other than non-compensable sick leave or ninety (90) day non-compensable leaves, shall be posted immediately for five (5) working days after the bids are closed. During vacated period the senior employee in that particular building shall have the option to fill said vacancy. (This elevation also will apply to day-to-day absences where regular employees are not available.)

Section 8 - Child Care

The Superintendent or his designee may grant a child care leave for up to one (1) year. This time will be inclusive of leave covered by the Family Medical Leave Act. An extension beyond one (1) year or up to one (1) additional year may be granted. Such leaves must be requested in writing to the Human Resources Department.

Section 9 - Mandatory Leaves

- a. **Military Leave:** Employees who are inducted into the armed services will be granted leaves in conformance with conditions established by Federal and State laws.
- b. **Union Representation:** Leave for a period of one (1) year shall be granted to one (1) employee for the purpose of holding full-time elective or appointed office with the Union representing the Bargaining Unit. This leave will be renewed each year for one (1) year periods up to the number of accumulated years of service with the District, providing that certified request is made each year for the succeeding year prior to the expiration of the then current school year.

Seniority will be broken if a certified request for leave renewal is not made as herein provided and the affected employee fails to report for duty at the expiration of the approved leave and, also, if the employee granted the leave resigns or is severed from the representation position and does not promptly apply for reinstatement.

- c. **Physical Incapacity:**
 - 1) Leaves for physical incapacity commence upon the exhaustion of Short-Term Disability Wage Replacement Benefits. The maximum duration of leaves for physical incapacity shall be eighteen (18) months, except that the Board has the discretion to grant an additional six (6) months leave. An employee may choose to use remaining sick days, if available, after Short-Term Disability

ARTICLE 15 – Section 9 (Cont’d)

Wage Replacement benefits are exhausted; in such a case the leave commences when the sick days are exhausted. However, employees also may retain remaining sick day credits for use upon return to work.

If an employee suffers additional illness unrelated to the initial use of the full six (6) month Short-Term Disability Wage Replacement benefit before returning to work such additional illness and use of Short-Term Disability Wage Replacement benefit shall be a part of the leave as computed from the first absence. Payment of fringe benefit premiums will also be determined by the length of absence from the initial absence.

- 2) The employee shall return from a leave for physical incapacity upon a physician's release to unrestricted duty.

An employee who meets all of the requirements as herein before stated shall be granted a leave of absence without pay and the employee shall accumulate seniority during their leave of absence and the employee shall be entitled to resume their regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

Family and Medical Leave (FMLA) will be unpaid leave. If leave is requested for an employee's own serious health condition, the employee must use all of his/her accrued sick leave, and may use paid vacation or personal leave concurrent with the FMLA leave. If FMLA is requested for any other reason, an employee may use his/her accrued paid vacation or personal leave concurrent with the FMLA leave. The remainder of the period will then consist of unpaid leave.

ARTICLE 16 - IN-SERVICE

Section 1

The School Board will schedule intra-school meetings for bus drivers from time to time as needed. Pay for these sessions will be made at the employee's regular, straight time rate unless overtime provisions apply. This will also apply to all meetings called by the State, County, or Local Government or any safety meetings scheduled by these forms of government or administration.

Section 2

The Board will sponsor a minimum of one (1) day paid in-service programs for custodians each year. Such attendance will be mandatory. The In-Service Day may include a Bump and Bid session. The Bump and Bid session shall not be considered as an in-service day if this is the only agenda item that day. Two (2) maintenance employees will be authorized annually for attendance at conferences or institutes with a maximum allowance of \$250 each.

ARTICLE 16 (Cont'd)

Section 3

- a. All additional schooling required by the Board of Education to improve the skills of the journeyman will be paid by the Board of Education. This includes all fees, tuition, expenses, and time lost from work.
- b. All meetings called by the Administration will be paid by the Board of Education. When meetings are called during the employees' normal working hours they will not lose time or pay. When meetings are called at times other than the employees' normal working hours, pay for these meetings will be made at the employees' regular straight time rate unless overtime provisions apply. Grievance meetings and conference meetings shall be exempt from this provision and will be governed by those applicable contract sections.
- c. The Board shall assume the full cost of tuition for any employee who completes a course that has a direct relationship to his/her work and which has been approved for reimbursement of tuition by the immediate supervisor or department head. If such tuition is granted and that employee terminates his/her employment with the School District within twelve (12) months after completion of the course, the amount of tuition paid by the Board will be deducted from his/her pay. The supervisor's or department head's decision on each request for reimbursement is a non-grievable matter.

Section 4

The School Board will pay all expenses, including books and lost wages, if any are involved for Nutrition Service employees who attend classes which pertain to the school lunch program by the County, State, or universities, provided prior approval is obtained from the Nutrition Service Supervisor.

ARTICLE 17 - MISCELLANEOUS – GENERAL

Section 1

Bulletin boards will be provided in each building for the Union's use in posting notices pertinent to the business administration of the Union. The Union shall also have access to the inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the School Administration.

Section 2

The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District. It is mutually understood and agreed that no Union activities will be carried on during working hours excepting those activities pertinent to the grievance or negotiations procedures. Intra-school mail delivery will be made available to buildings and departments in the District.

ARTICLE 17 – Section 2 (Cont’d)

Union use of school business equipment, excluding computers, will be permitted provided that:

- a. Request is made and approved and the use is strictly to service the legitimate business needs of the Union, such as the duplication of records, notices, correspondence, etc.
- b. The purpose is for internal business use of the Union, and is not for public distribution.
- c. Supplies in connection with such equipment use will be furnished or paid for by the Union.

Section 3

New jobs in the Bargaining Unit may be created by the School Administration. The Union will be notified upon the creation of a new job and the parties shall meet at the Union's request to negotiate wage rates for the particular job, and to establish the rate at an appropriate place in the wage structure. In the event that agreement is not forthcoming within fifteen (15) days, which shall include at least three (3) meetings, it shall become a proper matter for the grievance procedure.

Section 4

Safety problems and recommendations shall be a proper subject for special meetings, as elsewhere provided.

Section 5

All ten (10) month employees who work for the School District during the summer recess period in classifications other than their own will be paid the new hire starting rate of pay for the classification in which they are performing plus only the fringe benefits currently being received as a ten-month (10) employee (including longevity at the appropriate scale and holiday pay, if qualified). Those employees working under this provision will not qualify for vacation pay, or additional compensable days.

Section 6

It is the intent of the Board to preserve the Nutrition Service and Custodian Unit in its original form for the duration of this Agreement. Under current working conditions these people belong in the Unit and it is the intent of the Board to commit them to remain in the Unit.

Section 7

Upon the signing of this Agreement, the Board and Union will review the present Apprenticeship Agreement and negotiate any changes submitted by either party.

ARTICLE 17 (Cont'd)

Section 8

It is mutually understood and agreed that:

- a. In every case where functions take place for which the Board does not pay the cost and when a custodian is not regularly scheduled, then a custodian will be scheduled to cover the function. When more than one (1) function takes place at the same time the amount of custodial help needed will be determined by the work load (work load to include conditions and location) of the functions within the building.

When school sponsored functions take place the need for custodial help will be determined by either conditions or work load.

When school functions are not covered by a custodian and the building is not left in the same commensurate condition as before the function, then additional custodial help will be assigned to clean the area, providing a custodian is not assigned to cover this section during or after this function.

All pool functions will be covered and clean-up time will be allotted to the qualified pool attendant, providing a custodial employee is not assigned to cover this section during or after this function.

All custodial employees will be issued keys to their area of work. Custodial employees will not be responsible for the building in cases where exterior keys are issued to unauthorized employees such as teachers and students.

- b. Nutrition Service employees will be scheduled to cover the use of the kitchen when the cooking equipment is in use.
- c. Temporary positions for whatever reasons will not go beyond one year unless mutually agreed.
- d. Custodians will cooperate and assist the fire and police department as per their direction, in emergency situations.

Section 9

Twelve (12) month employees in the Bargaining Unit as of the date of ratification of this Agreement will be permanently exempt from the one (1) week pay withholding provided for in Article 14, Section 2.

Section 10

Part-time permanent custodians are employed and their work assignments shall be within the hours established for the particular shift to which they are assigned.

ARTICLE 17 (Cont'd)

Section 11

With the expiration of the 2000-2005 Contract, any unknown Letters of Understanding which are not in the current Agreement, will be subject to the negotiations process.

Section 12

All bargaining unit members will be covered by liability insurance for the performance of their duties; this protection shall be the same as that for Board members.

Section 13

Custodians and/or their assistants may paint things, such as, lockers, doors, door jams, heaters, benches, custodial closets, boiler rooms, pool tunnels and pipes. Graffiti may be removed or touched up at any time.

If Maintenance Painters are not eligible for overtime, then custodians will not be eligible for overtime painting unless on overtime for other reasons. Custodians will not be used on overtime strictly for painting unless painters are also painting on overtime.

Section 14

A ten month employee who maintains a minimum of ten (10) sick days or more may elect to use four (4) accumulated sick or personal days to make up for pay on in-service days during holiday recess and conference days. An employee who maintains a minimum of twenty (20) days may use up to nine (9) accumulated sick or personal days for this same purpose. Employees may not take non-comp days in lieu of sick/personal days in order to qualify for this additional pay.

Section 15

Any post-employment certification required by the state and or the federal government or management will be paid an additional fifteen cents (\$.15) per hour over and above the base rate of pay. Recertifications do not qualify for this provision.

Any job related certification not required by management but obtained by the employee will be paid five cents (\$.05) per hour over and above the base rate of pay.

Section 16

Any bargaining unit member who shall be designated as a "Trainer" shall receive an additional twenty-five (\$.25) per hour for all training hours.

ARTICLE 17 (Cont'd)

Section 17

The Board of Education's Policies and Guidelines are electronically available and maintained on the District's website. Employees have an obligation to be aware of Board of Education policies and guidelines. The District will systematically inform employees of new policies and guidelines, after which, the policies and guidelines will be posted on the District's website. Access to a computer, may be provided if requested in writing by the employee.

Section 18

It is agreed that the position of Mechanic Leader is created at the pay rate of seventy-five cents (\$.75) per hour above the Mechanic rate. The job description will be as shown on the attached document. Management will select from the mechanics within the department.

Section 19

It is agreed that the position of Maintenance Leader is created at the pay rate of seventy-five cents (\$.75) per hour above their rate of pay. The job description will be as shown on the attached document. Management will select from the Journeymen with the department, one (1) individual in each of eight (8) categories, electrical, plumbing, painting, carpentry, roofing, HVAC, glazier, mason, who meets the qualifications.

The position of Maintenance Leader shall be bid and filled by a qualified Journeyman. If no qualified Journeyman are available or bid on the position the School District shall post for the position with waiving the Journeyman requirement only.

Section 20

It is agreed that the position of Grounds Leader is created at the pay rate of seventy-five cents (\$.75) per hour above their rate of pay. The job description will be as shown on the attached document. Management will select from the grounds one (1) individual.

Section 21

It is agreed that the position of Warehouse Leader is created at the pay rate of seventy-five cents (\$.75) per hour above the Warehouse Keeper rate. Management will select from those within the Operations Department, bidding on the Warehouse Leaders position, one individual. The job description will be shown. It is further agreed that this will be the last leader position created in the Operations Department.

Section 22

It is agreed that the position of Head Custodian shall be placed in all buildings that are operating as a district teaching facility.

ARTICLE 18 - MISCELLANEOUS - NUTRITION SERVICE

Section 1

Shift hours of Nutrition Service employees will be geared to the time required to perform the duties assigned.

Section 2

The practice of supplying Nutrition Service financial reports for the purpose of maintaining and improving efficiency of operations will be continued.

Section 3

Nutrition Service menus will be visibly posted in each school office and kitchen and, when possible, sent home with each child and printed in the school newspaper.

Section 4

When school nutrition services are closed for school conferences, accreditation, or other temporary reasons, and other school nutrition services are operating, the Nutrition Service employees in such closed nutrition services will be offered the opportunity to substitute where substitutes are needed, except they shall receive the rate of pay for the position being filled or their regular rate of pay, whichever is higher.

Section 5

When an educational/informational meeting is held on a nutrition service matter it shall be held with employees who are appropriate for the meeting agenda.

Section 6

In the event evaluations are made on seniority Nutrition Service employees, copies of such evaluations shall be given to the employee.

Section 7

In the secondary buildings, when regular employees are available, and willing to work, substitutes will work no more than two (2) hours, or the length of the serving time, or the amount of time required to finish a task.

Section 8

The Board and the Union shall establish a Labor/Management Committee, which will consist of two (2) members from each side. Its purpose shall be to address concerns specific to Nutrition Service. This Committee shall meet prior to school resuming to preview the next years work schedule.

ARTICLE 18 (Cont'd)

Section 9

When thirty (30) minutes or more are added to any assignment, or an increase in time creates a full-time position, this assignment will be posted for bid. Where thirty (30) minutes or more are cut from an assignment, or if a decrease in time causes an assignment to lose its full-time status, the employee shall bump any employee with less seniority who has more or less hours, or shall have the option of retaining his or her assignment providing no one with more seniority has bid on that assignment.

ARTICLE 19 - MISCELLANEOUS – TRANSPORTATION

Section 1

All runs in the Transportation Department will be arranged to give the most hours possible. It is the intent of the Board to provide as many drivers full-time employment as possible.

Section 2

It is mutually understood and agreed that when buses are operated for passenger carrying and related purposes for School System, Bargaining Unit regularly employed Transportation drivers will be assigned to the extent that they are available when required.

Section 3

A minimum of four (4) bus drivers shall be employed for a minimum of six (6) hours per day as relief drivers in Transportation and they shall be part of the Bargaining Unit. These drivers shall be assigned to the entire run for which they are filling in on any given day.

Relief drivers will be assigned the longest run of the day, by seniority, in the A.M. When a run with more time becomes available after the A.M. assignment the Noon run portion will be assigned to a relief driver whenever possible. The relief drivers will then return to their assigned runs for the P.M. take home.

No Assigned Route: 5:45 A.M. to 8:45 A.M. - 1:30 P.M. to 4:30 P.M.

Assigned Route: 5:45 A.M. to route punch out - P.M. route times.

Actual punch in times for relief driver will be determined by Management at the beginning of every school year and will be based on school bell times. Adjustments of up to 15 minutes may be made during the school year to reflect changes in compound time, school start/dismissal times, and/or route start times. Time changes greater than 15 minutes may be made with mutual consent between the Union and Management. When schools are on half days, delayed start, or early dismissal, relief drivers' schedules will be adjusted to support the regular driving staff. Unless otherwise agreed, all relief drivers will work the same schedule as established at the beginning of the school year for the entire school year.

When the total route times are less than six (6) hours, the relief driver may punch in three (3) hours prior to the P.M. route punch out time.

ARTICLE 19 – Section 3 (Cont'd)

Drivers not assigned a route in the A.M. remain for the three (3) hour block of time. Drivers assigned a P.M. route in the A.M. may utilize early punch in times for the three (3) hour block. Additional time after route punch out time will not be compensated.

Drivers assigned a Noon run in the A.M. without an A.M. run will remain for a two (2) hour block in the A.M. and a two (2) hour block of the Noon run and a three (3) hour block in the P.M.

Drivers assigned a Noon run later in the day without an A.M. or P.M. run will have a three (3) hour A.M., two (2) hour Noon block and a three (3) hour P.M.

Relief drivers without assigned runs have first opportunity for separate Noon runs.

Relief drivers with assigned run of six (6) hours or less are second in line for Noon runs.

Relief drivers over six (6) hours without a Noon run are third in line.

Field Trips

One relief driver per day will be released from regular driving duties to take an odd hour field trip. This release policy shall also apply to the all day trip that covers both A.M. and P.M. runs. Odd hour trips consist of part or all of an A.M. run and/or all of a P.M. run.

All relief drivers are eligible for field trips after 4:30 P.M. The eligibility time may be changed in 15-minute increments as determined by changes in school dismissal times.

Section 4

It is mutually understood and agreed that upon return to work at the commencement of the school year in September all drivers will pick their runs on a seniority basis. Prior notice will be given by the Administration to the affected employees. Those absent because of proven illness must provide a written statement conveying the power of bid to the employee present or the absent employee will be placed by the Administration.

The Board and the Union will hold a meeting or meetings (during the regular workday) between the initial run bid and the second bid. The Union shall appoint a two (2) person committee to attend these meetings and review the run schedule prior to the meetings with the employer. This Union committee will be provided with paid release time to meet up to three (3) times prior to their meeting with the employer. These meeting(s) will take place between 9:30 a.m. and 1:00 p.m. and the runs of the committee will be covered where necessary.

After the fourth (4th) full week of school all drivers will be given the opportunity to re-pick runs of their choice on a seniority basis. Those drivers who, through their own neglect, have not met State requirements at the commencement of the school year will be assigned to runs by the Administration until such time as runs are picked after the fourth (4th) full week of school. During the period between the first (1st) day of school and the end of the fourth (4th) full week of school, a review will be made of the time allotted for each run and necessary adjustments in time allotments will be made. If a wheelchair is added to an established non wheelchair run after second pick, the driver

ARTICLE 19 – Section 4 (Cont'd)

shall have the option to exercise his/her bumping rights.

Where there is a contention as to time allotments, management will ride those runs to verify the time. All time allotments on runs including those which have been adjusted will be posted prior to the second pick.

Where possible, the newest buses will be assigned the longest runs to be determined by the total amount of hours. It is agreed that student population and bus seating capacity will also be considered when assigning buses to runs. This language will also apply to buses coming in mid-year.

When routes which are programmed for less than one (1) week (e.g. Tuesday and Thursday only) are added to runs, the total run time will be computed by adding the average time of the less than five day activities to the total run time. The resulting run time will be used for bidding and benefits applications.

Section 5

All runs will be posted on the board as they are at the present time. The amount of hours required will also be posted with the runs. The board will be kept up-to-date, by the month, through the year, by management.

Section 6

When thirty (30) minutes or more are added to any run, or an increase in time creates a full-time position, this run will be posted for bids. Where thirty (30) minutes or more are cut from a run, or if a decrease in time causes a run to lose its full-time status, the driver of that run shall bump any driver with less seniority who has more or less hours, or shall have the option of retaining his or her run providing no one with more seniority has bid on that run. A three (3) day notice will be given when a bump will take place. At the end of the third (3rd) day the bumping will go into effect.

It is mutually agreed that drivers will be allowed only one (1) bid per school year after the fourth (4th) week adjustment and this bid may only be exercised when a vacancy occurs. Other bids will be allowed if a vacant position contains thirty (30) or more minutes above the current run of the person bidding. This restriction does not apply at the time a driver is affected by the above paragraph.

Section 7

On overnight bus trips the Board agrees to pay a minimum of eight (8) hours straight time pay per day. If the driving time exceeds eight (8) hours this time will be compensated at one-and-one-half (1-1/2) times the hourly rate of pay.

In addition, the Board will pay expenses for reasonable room rent and meals.

All work performed on Saturday will be at time and one half. All work performed on Sunday will be at double time.

ARTICLE 19 – Section 7 (Cont'd)

Drivers will be given a minimum of eight consecutive hours in a 24 hour period down time in which drivers are not paid.

Drivers will be paid all standby/layover hours.

Section 8

Routine cleaning of the bus garage, including sweeping and washing floors, emptying trash, and maintaining a neat and orderly work area will be the responsibility of the mechanics.

Section 9

If a field trip is cancelled after it has been assigned due to a scheduling error, the employee will be paid for the trip as scheduled.

If the trip has no scheduled return time, the employee will be paid for five (5) hours at the applicable rate.

Any regular scheduled work performed in lieu of the cancelled trip shall be deducted from the amount due the driver.

If the field trip is canceled for any other reason, the employee will be paid two (2) hours at the applicable rate.

Section 10

Relief Drivers' absent from all or part of their assigned A.M. or P.M. routes/runs will have their sick bank charged accordingly up to three (3) hours per shift.

Relief Drivers' sick bank will not be charged for absences from noon routes unless the total day's assignment is less than six (6) hours, in which case, the sick bank will be charged the difference to equal six (6) hours.

Relief Drivers' six (6) hour guarantee only applies when WCS is in session; otherwise a two (2) hour minimum per shift will apply.

ARTICLE 20 – MISCELLANEOUS – Technical

Section 1

The School District will pay for any school-related damage to the technical employee's automobile while on school property and/or while the employee is conducting school business when the damage is not covered by the individual's insurance to a maximum of \$500 per incident. It is not mandatory to use personal automobiles to transport school equipment.

ARTICLE 20 (Cont'd)

Section 2

The Board shall pay for training required for the Integrated Technology System Technician II to receive a Novell Corporation Certified Netware Engineer (CNE) and/or a Microsoft Certified System Engineer (MCSE) certificate pursuant to the following guidelines:

- a. The Board will provide pre-payment of one hundred (100%) percent for the first class toward certification. If the employee does not complete the class or successfully pass the exam within four (4) months of the class completion they must reimburse the district for fifty (50%) percent of the cost. If the employee passes the exam the district will reimburse the employee the cost of the exam
- b. This process will be repeated with each class required for CNE and/or MCSE certification. Class and test reimbursement will continue on this basis until full certification has been obtained. The district will only pay for each class and exam fee associated with that class once.
- c. The district will pay one hundred (100%) percent of the Technician I cost to maintain their existing certification. The district will pay one hundred (100%) percent of the exam certification for Technician I employees upon verification that the exam was successfully passed. If a Technician I employee fails to maintain the current certification, they will immediately be moved down to the Technician II pay scale.
- d. Upon receipt of documentation of successful completion of CNE and/or MCSE certification, the Integrated Technology System Technician II employee will be recognized for their certification.
- e. The Board will not reimburse the employee for repeated classes and shall determine electives.
- f. The Board shall determine electives, within the guidelines of the certification program.
- g. The Board will notify the Union if a determination is made to require certification other than a CNE for an ITS Technician II to receive ITS Technical I status.

ARTICLE 21 – PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY (P.E.O.P.L.E.) DEDUCTION

The Employer agrees to deduct from the wages of any employee who is a member of this Union, a P.E.O.P.L.E. deduction as provided for in a written authorization in accordance with the standard form used by the Union, provided that the said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the Employer and the Union.

ARTICLE 22 - TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2009 and shall continue in full force and effect until June 30, 2012. In the event that either party should desire to cancel, terminate, modify, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to the expiration of the current contract, setting forth the intention to cancel, terminate, or re-open the Agreement as the case may be. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely re-opening the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or modify, amend, add to, subtract from, or change this Agreement as requested.

In the event that neither side serves upon the other a timely notice of desire to re-open, then this Agreement shall automatically be extended for a period of one (1) additional year which extension shall be subject to the reopening and extension provisions set forth herein.

SAVINGS CLAUSE: Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequent enacted legislation, or by any decree of a court of competent jurisdiction, such part or portion of this Agreement which is invalidated as aforesaid shall be subject to immediate negotiation.

IN WITNESS WHEREOF, the parties hereto have caused duplicate copies of this Agreement to be executed and have set thereto their signatures, entered into on this the **23rd day of June 2010**.

**WARREN CONSOLIDATED SCHOOLS
BOARD OF EDUCATION**

**THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES - AFL-CIO
LOCAL 1346 AND COUNCIL 25**

WCS Board President, Loretta A. Crow

William McGlynn, President

WCS Board Secretary, Sherry Brasza

Ann Ellar, Nutrition Services

Dr. Robert Livernois Ph.D.
Superintendent of Schools

Theodore Golding, Maintenance

Dr. Diane E. Szalka Ed.D.
Chief Officer for Human Resources

Matthew Lickey, Technical

Ellanore Evans
Executive Director for Employee Services

Marie Ciarkowski, Transportation

Dawn Fouchia, Custodial

Felicia Hicks, Staff Representative
AFSCME Council 25

SCHEDULE A**EFFECTIVE 7/1/09-6/30/12****Employees hired before July 1, 2010**

<u>I NUTRITION SERVICES</u>	<u>START</u>	<u>1-YEAR</u>	<u>2-YEARS</u>	<u>3-YEARS</u>
Central Kitchen Head Cook/Satellite Prog.	18.31	18.98	19.66	20.34
Secondary Head Cook	16.14	16.77	17.41	18.07
Elementary A-1 Head Cook	15.66	16.25	16.85	17.44
Central Kitchen Secondary Cook/Satellite Prog.	15.18	15.70	16.22	16.74
Secondary Cook	15.12	15.60	16.10	16.60
Central Kitchen Helper	14.68	14.78	15.67	16.18
Elementary Cook	14.68	14.78	15.67	16.18
Elementary A-2 Cook	14.40	14.91	15.42	15.92
Cook's Helper	13.22	13.71	14.22	14.71
Food Service Coordinator	22.23	22.99	23.78	24.59

<u>II OPERATIONS</u>	<u>START</u>	<u>1-YEAR</u>	<u>2-YEARS</u>	<u>3-YEARS</u>
Head Custodian of:				
High School	20.31	21.23	22.14	23.07
Middle School	19.87	20.81	21.74	22.67
Elem. School	19.87	20.81	21.74	22.67
Administration Bldg.	19.87	20.81	21.74	22.67
Grounds Coordinator	27.89	29.47	31.05	32.64
Grounds Keeper	24.92	25.78	26.64	27.51
Truck Driver/Warehouse/Grounds*	20.47	21.32	22.20	23.04
Custodian	18.20	19.10	20.00	20.88
Pool Attendant	19.46	20.34	21.27	22.17
Coil Cleaners	18.52	19.44	20.04	21.29

*CDL requirements-management will provide qualified trainer and the employee is required to schedule road test at first available date. If employee fails the first road test, management may reassign employee at the prevailing rate of truck driver's wage, until such time the road test is successfully completed. Upon successfully completing the road test, the employee will be assigned to the posted vacancy. The employee is allowed a maximum of two road tests.

<u>III MAINTENANCE</u>	<u>START</u>	<u>1-YEAR</u>	<u>2-YEARS</u>	<u>3-YEARS</u>
**Electrical Contractor Coordinator	26.14	27.16	28.17	29.19
Master Electrician	25.78	26.82	27.84	28.87
Electrician	25.03	26.36	27.34	28.34
**Master Plumber Coordinator	26.14	27.16	28.17	29.19
Master Plumber	25.78	26.82	27.84	28.87
Plumber	25.36	26.36	27.34	28.34
**HVAC Contractor Coordinator	26.14	27.16	28.17	29.19
HVAC Contractor	25.78	26.82	27.84	28.87
HVAC	25.36	26.36	27.34	28.34
Carpenter/Fabricator	25.23	26.08	26.92	27.76
Mason/Bricklayer	25.12	26.00	26.88	27.75
Journeyman Roofer/Utility	24.33	25.17	26.04	26.88
Roofer/Utility	20.85	22.19	23.49	24.81
Painter Coordinator	24.58	25.46	26.33	27.20
Painter	24.33	25.17	26.04	26.88
Glazier-Painter	24.33	25.17	26.04	26.88
Skilled Trade				
Trainee	20.86	21.68	22.51	23.34
Maintenance Helper	20.48	21.34	22.21	23.07
Multi-craft Skilled Maintenance	27.44	28.51	29.59	30.66

III MAINTENANCE (Continued)

**Coordinator rate shown above is limited to one (1) in each classification, namely Contractor Licensed Electrician, HVAC, and Master Plumber.

***The position of Warehouse Keeper Leader will receive a pay rate of (\$.075) per hour above the rate of Truck Driver/Warehouse/Grounds.

Project Coordinator 10% of Schedule A Regular Rate

IV TECHNICAL DIVISION	<u>START</u>	<u>1-YEAR</u>	<u>2-YEARS</u>	<u>3-YEARS</u>
Printer Coordinator	24.20	25.29	26.37	27.44
Reproduction Room Operator	23.24	24.11	25.00	25.87
Ass't. Reproduction Room Operator	18.37	19.30	20.22	21.15
Property Control Clerk	23.24	24.72	26.24	27.74
Computer/AV Repair Tech.	23.92	24.80	25.69	26.56
Computer Progr/Analyst/Operator	23.02	24.60	26.17	27.74
ITS Technician I	26.33	29.19	32.06	34.93
ITS Technician II	20.11	21.33	22.56	23.79
Help Desk Technician	18.99	19.30	20.22	21.15

V TRANSPORTATION	<u>START</u>	<u>1-YEAR</u>	<u>2-YEARS</u>	<u>3-YEARS</u>
Mechanic Coordinator */**	25.10	25.99	26.87	27.75
Bus Mechanic**	24.33	25.17	26.04	26.88
Bus Mechanic Trainee*/**	18.52	19.44	20.37	21.29
Bus Driver	17.74	18.78	19.82	20.85
Relief Driver	17.74	18.78	19.82	20.85
Special Ed. Bus Aide	14.10	14.84	15.56	16.31

*Mechanic Coordinator will receive a pay rate of \$.75 per hour above the rate of Bus Mechanic.

Mechanic Stipends

*Stipends

Gas Engine Repair (HD Truck)	\$.15/hour	**
Drive Train (HD Truck)	\$.15/hour	**
Brakes and Braking Sys (HD Truck)	\$.15/hour	**
Susp. & Steering (HD Truck)	\$.15/hour	**
Elec. Syst (HD Truck)	\$.15/hour	**
Additional Tests (to a max of 10)	\$.05/hour	
Diesel Repair	\$.15/hour	
Health Care Bus Aide	\$.50/hour	

Additional Stipends - see Article XVIII

In addition, the current truck drivers and warehouse keeper leader will be grandfathered into the position of Truck Driver/Warehouse/Grounds at the rate of pay of the former Grounds Attendant Trainee.

** These stipends will be included as part of base pay for purposes of calculating annual negotiated salary increases.

2009-2010	Wage Freeze
2010-2011	Wage Freeze
2011-2012	Wage Freeze

SCHEDULE A-10 EFFECTIVE 07-01-10 - 06-30-12

Employee hired after July 1, 2010 will receive a twenty (20) percent across the board wage reduction in all classifications based upon the 2008-2009 wage schedule.

I NUTRITION

SERVICES

	<u>START</u>	<u>1-YEAR</u>	<u>2-YEARS</u>	<u>3-YEARS</u>
Central Kitchen Head Cook/Satellite Prog.	14.65	15.18	15.73	16.27
Secondary Head Cook	12.91	13.42	13.93	14.46
Elementary A-1 Head Cook	12.53	13.00	13.48	13.95
Central Kitchen Secondary Cook/Satellite Prog.	12.14	12.56	12.98	13.39
Secondary Cook	12.10	12.48	12.88	13.28
Central Kitchen Helper	11.74	11.82	12.54	12.94
Elementary Cook	11.74	11.82	12.54	12.94
Elementary A-2 Cook	11.52	11.93	12.34	12.74
Cook's Helper	10.58	10.97	11.38	11.77
Food Service Coordinator	17.78	18.39	19.02	19.67

II OPERATIONS

Head Custodian of:

	<u>START</u>	<u>1-YEAR</u>	<u>2-YEARS</u>	<u>3-YEARS</u>
High School	16.25	16.98	17.71	18.46
Middle School	15.90	16.65	17.39	18.14
Elem. School	15.90	16.65	17.39	18.14
Administration Bldg.	15.90	16.65	17.39	18.14
Grounds Coordinator	22.31	23.58	24.84	26.11
Grounds Keeper	19.94	20.62	21.31	22.01
Truck Driver/Warehouse/Grounds*	16.38	17.06	17.76	18.43
Custodian	14.56	15.28	16.00	16.70
Pool Attendant	15.57	16.27	17.02	17.74
Coil Cleaners	14.82	15.55	16.03	17.03

*CDL requirements-management will provide qualified trainer and the employee is required to schedule road test at first available date. If employee fails the first road test, management may reassign employee at the prevailing rate of truck driver's wage, until such time the road test is successfully completed. Upon successfully completing the road test, the employee will be assigned to the posted vacancy. The employee is allowed a maximum of two road tests.

III MAINTENANCE

	<u>START</u>	<u>1-YEAR</u>	<u>2-YEARS</u>	<u>3-YEARS</u>
**Electrical Contractor Coordinator	20.91	21.73	22.54	23.35
Master Electrician	20.62	21.46	22.27	23.10
Electrician	20.02	21.09	21.87	22.67
**Master Plumber Coordinator	20.91	21.73	22.54	23.35
Master Plumber	20.62	21.46	22.27	23.10
Plumber	20.29	21.09	21.87	22.67
**HVAC Contractor Coordinator	20.91	21.73	22.54	23.35
HVAC Contractor	20.62	21.46	22.27	23.10
HVAC	20.29	21.09	21.87	22.67
Carpenter/Fabricator	20.18	20.86	21.54	22.21
Mason/Bricklayer	20.10	20.80	21.50	22.20
Journeyman Roofer/Utility	19.46	20.14	20.83	21.50
Roofer/Utility	16.68	17.75	18.79	19.85

III MAINTENANCE (Continued)	<u>START</u>	<u>1-YEAR</u>	<u>2-YEARS</u>	<u>3-YEARS</u>
Painter Coordinator	19.66	20.37	21.06	21.76
Painter	19.46	20.14	20.83	21.50
Glazier-Painter	19.46	20.14	20.83	21.50
Skilled Trade Trainee	16.69	17.34	18.01	18.67
Maintenance Helper	16.38	17.07	17.77	18.46
Multi-craft Skilled Maintenance	21.95	22.81	23.67	24.53

**Coordinator rate shown above is limited to one (1) in each classification, namely Contractor Licensed Electrician, HVAC, and Master Plumber.

***The position of Warehouse Keeper Leader will receive a pay rate of (\$.075) per hour above the rate of Truck Driver/Warehouse/Grounds.

Project Coordinator 10% of Schedule A Regular Rate

IV TECHNICAL DIVISION	<u>START</u>	<u>1-YEAR</u>	<u>2-YEARS</u>	<u>3-YEARS</u>
Printer Coordinator	19.36	20.23	21.10	21.95
Reproduction Room Operator	18.59	19.29	20.00	20.70
Ass't. Reproduction Room Operator	14.70	15.44	16.18	16.92
Property Control Clerk	18.59	19.78	20.99	22.19
Computer/AV Repair Tech.	19.14	19.84	20.55	21.25
Computer Progr/Analyst/Operator	18.42	19.68	20.94	22.19
ITS Technician I	21.06	23.35	25.65	27.94
ITS Technician II	16.09	17.06	18.05	19.03
Help Desk Technician	15.19	15.44	16.18	16.92

V TRANSPORTATION	<u>START</u>	<u>1-YEAR</u>	<u>2-YEARS</u>	<u>3-YEARS</u>
Mechanic Coordinator */**	20.08	20.79	21.50	22.20
Bus Mechanic**	19.46	20.14	20.83	21.50
Bus Mechanic Trainee*/**	14.82	15.55	16.30	17.03
Bus Driver	14.19	15.02	15.86	16.68
Relief Driver	14.19	15.02	15.86	16.68
Special Ed. Bus Aide	11.28	11.87	12.45	13.05

*Mechanic Coordinator will receive a pay rate of \$.75 per hour above the rate of Bus Mechanic.

Mechanic Stipends

*Stipends

Gas Engine Repair (HD Truck)	\$.15/hour	**
Drive Train (HD Truck)	\$.15/hour	**
Brakes and Braking Sys (HD Truck)	\$.15/hour	**
Susp. & Steering (HD Truck)	\$.15/hour	**
Elec. Syst (HD Truck)	\$.15/hour	**
Additional Tests (to a max of 10)	\$.05/hour	
Diesel Repair	\$.15/hour	
Health Care Bus Aide	\$.50/hour	
Additional Stipends - see Article XVIII		

In addition, the current truck drivers and warehouse keeper leader will be grandfathered into the position of Truck Driver/Warehouse/Grounds at the rate of pay of the former Grounds Attendant Trainee.

** These stipends will be included as part of base pay for purposes of calculating annual negotiated salary increases.

SCHEDULE B - BASIC HEALTH CARE INSURANCE

The health care plan as adopted by the Board of Education covers hospital-medical, weekly indemnity, life insurance, accidental death and dismemberment, long-term disability and optical insurance.

The Board of Education's liability shall not exceed the provisions of the insurance contracts.

Hospital/Medical Benefits:

In the event the Board of Education selects an insurance carrier other than Blue Cross, the Board will meet with the Union prior to such selection, show the policy and establish comparable coverage.

BCBSM (or comparable) PPO Plan (BUY-UP PLAN**)**

Office Visit co-pay \$15.00

In-network Deductible \$100 Single/\$200 Family

Emergency Room co-pay \$50.00

Urgent Care co-pay \$15.00

PRESCRIPTION PLAN WILL BE PROVIDED to include a \$10.00 co-pay (Generic) and \$40.00 co-pay (Brand).

Lifestyle drugs which are cosmetic or performance enhancement shall not be included in coverage, unless medically necessary.

Current employees enrolled in the BCBSM PPO Plan will pay a buy-up cost effective July 1, 2010 the employee monthly contributions are as follows:

Single	\$35.87
Couple	\$80.72
Family	\$100.45

BCBSM (or comparable) CB PPO Core Plan

Office Visit co-pay \$20.00

In-network Deductible \$250 Single/\$500 Family

Emergency Room co-pay \$50.00

Urgent Care co-pay \$20.00

Employees hired after July 1, 2010 will be offered the BCBSM PPO Plan with higher deductibles, office visits, and ER co-pay as follows:

BCBSM (or comparable) CB PPO Core Plan

Office Visit co-pay \$30.00

In-network Deductible \$500 Single/\$1000 Family

Emergency Room co-pay \$100

Urgent Care co-pay \$30.00

PRESCRIPTION PLAN WILL BE PROVIDED to include a \$10.00 co-pay (Generic) and \$40.00 co-pay (Brand).

Lifestyle drugs which are cosmetic or performance enhancement shall not be included in coverage, unless medically necessary.

SCHEDULE B (Cont'd)

Health Alliance Plan (HAP) (or comparable) HMO Plan (**BUY-UP PLAN**)

Office Visit co-pay \$15.00

Emergency Room co-pay \$50.00

Urgent Care co-pay \$30.00

PRESCRIPTION PLAN WILL BE PROVIDED to include a \$10.00 co-pay (Generic) and \$40.00 co-pay (Brand).

Lifestyle drugs which are cosmetic or performance enhancement shall not be included in coverage, unless medically necessary.

Employees enrolled in Health Alliance Plan (HAP) will pay a buy-up cost effective July 1, 2010 the employee monthly contributions are as follows:

Single	\$47.56
Couple	\$112.52
Family	\$119.87

All full-time employees will receive a \$600 employer-funded contribution to either the FSA or the DCA. Part-time employees who are paying 50% of their premium will also be eligible to receive a \$530 employer-funded contribution to either the FSA or the DCA.

The Board of Education agrees to continue these coverages throughout the term of this Agreement. To implement these coverages, the Board agrees to pay for each subscriber on the following basis:

Full Time	Single Subscriber	Entire Amount
	2 Person	Entire Amount
	Employee & Family	Entire Amount
Part Time (3-6 hours per day)	Single Subscriber	1/2 Entire Amount
	2 Person	1/2 Entire Amount
	Employee & Family	1/2 Entire Amount
Hardship Cases (less than 3 hours by approval of the Superintendent only)	Single Subscriber	1/2 Entire Amount
	2 Person	1/2 Entire Amount
	Employee & Family	1/2 Entire Amount
Part Time Participation (less than 3 hours on a regular basis)	Single Subscriber	Employee pays Entire Amount
	2 Person	Employee pays Entire Amount
	Employee & Family	Employee pays Entire Amount

SCHEDULE B (Cont'd)

It is further understood that the part-time voluntary participation category constitutes employees who are not participants in the other three categories listed above. The following is also agreed to:

1. Participation is initiated at the Board established open enrollment period in advance.
2. The employee will pay the entire amount of the quarterly insurance premium in advance.
3. The Board of Education absolves itself from any and all obligations to initiate the collection of specific insurance premium payments. It is the employee's responsibility to ensure their continued participation through timely payments.
4. The employee will be excluded from participation if A) premium payment is not on time; B) the employee defaults in the signed annual irrevocable commitment to participate.

Health Insurance Incentive Plan

Full-time employees working six to eight hours per day who are eligible for medical coverage may elect to waive medical coverage in exchange for \$100 monthly cash payment. To elect this option, the employee shall:

- File a completed Waiver Form
- Provide satisfactory proof of health insurance through another plan.

Only one (1) medical stipend will be provided per family to fund either the medical insurance coverage or the Health Insurance Incentive.

Additional Benefits

Additional benefits may be purchased such as health, dental and vision, 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.

The following provisions reflect the coverages for Life Insurance Benefits, Accidental Death & Dismemberment Benefits, Short-Term Disability Wage Replacement Benefits, Long-Term Disability Benefits, Dental and Optical Benefits for employees of:

- | | |
|----------------------|-----------------------|
| A. Transportation | D. Maintenance |
| B. Operations | E. Technical Division |
| C. Nutrition Service | |

SCHEDULE B (Cont'd)

Retiree Health Insurance

The single subscriber premium for Blue Cross 65 or comparable insurance coverage will be paid by the Board after the employee's retirement until his/her death provided 1) the employee has a minimum of five (5) years service with the District 2) the employee is not eligible to retire under the Michigan Public Schools Employees' Retirement Act; and 3) the employee must be at least age 55, unless totally disabled and unable to work. If totally disabled and unable to work, age will not be a factor.

If the employee's spouse has other group health care protection, then the employee will not be covered under the District's health coverage. It will be incumbent upon the employee to sign a statement certifying to this provision.

Retiree coverage under regular Blue Cross/Blue Shield or Blue Cross 65 will include the \$5.00 deductible prescription co-pay for those employees who continue in the Warren Consolidated Schools' Group.

Present and future employees who retire under the Michigan Public Schools Employees' Retirement Act will enroll immediately upon retirement in the State Retirement System Plan. The Board will reimburse the retiree for his/her own contribution to the State for all employees who retire on or before December 31, 2010.

Retirement Health Care Plan for a single subscriber or self and spouse coverage, whichever is appropriate. However, if the employee's spouse has other group health care protection, then the District will not reimburse the employee for their cost to participate in the State Retirement System Plan. It will be incumbent upon the employee to sign a statement certifying to this provision.

Group Life, Accidental Death & Dismemberment Income Benefit:

All employees of the above classifications, regardless of the number of hours worked per week will be insured for a flat benefit of group life and accidental means death & dismemberment benefit in the amount of one times the annual Schedule A wages exclusive of overtime pay or a minimum of \$13,000 whichever is greater. These coverages will be provided on a twenty-four (24) hour basis both on and off the job, including summer vacations.

Short-Term Disability Wage Replacement Benefits: All employees working at least fifteen (15) hours per week (minimum three (3) hours per day) will be insured as follows:

Benefits will be payable from the:

- a. 1st day of an accident
- b. 1st day of hospital confinement
- c. 15th day of sickness
- d. for a maximum duration of 26 weeks.

SCHEDULE B – Short-Term Disability (Cont'd)

The Short-Term Disability Wage Replacement Benefits will not be available for employees who are not scheduled to work as in the case of summer vacation when there are no wages involved. However, an employee scheduled to return to work who is not able to return will be eligible for Short-Term Disability Wage Replacement Benefits. The parties agree that Short-Term Disability Benefits are wage replacement benefits not supplemental income benefits. Accordingly, no benefits will be paid during recess periods (e.g. summer recess, winter breaks, etc.) The combination of Short-Term Disability and sick leave benefits shall not exceed the number of weeks an employee is regularly scheduled to work.

The Board of Education will pay the difference between the employee's regular salary and the amount received under the Short-Term Disability Wage Replacement Plan with sick days being deducted on the same ratio as money paid to the extent of accumulated sick leave.

Short-Term Disability Wage Replacement Benefits will be payable at the rate of sixty percent (60%) of weekly earnings and not to exceed \$750.00 per week.

Long Term Disability Benefits: The School Board will provide each employee actively at work and working an average of at least six (6) hours per day for the preceding calendar month, with long-term disability insurance. The benefit shall be fifty percent (50%) of salary at time of disability, to a maximum benefit of \$1,800 per month, shall commence after six (6) months of total disability and continue during such total disability for a maximum period of ten (10) years or age seventy (70) whichever occurs first.

The employee may utilize unused sick leave to the extent of realizing seventy percent (70%) of his/her salary at time of disability. Sick days so used would be deducted, to the extent of accumulated sick leave, from the employee's sick bank at whatever ratio is necessary to bring the total benefit up to seventy percent (70%) of the salary earned at time of disability.

Optical Benefits: The Board agrees to provide family optical insurance for full-time and part-time employees.

Full-time and Part-time Employees – United Health Care In-Network (or comparable) (see Appendix B for Benefit Outline)

Dental Benefits: The Board agrees to provide a dental benefit plan to full-time employees and their dependents. Full-time is defined as working six to eight hours per day.

Employees and dependents receive 85%/85%/85% (in network—Dentemax or equivalent), 75%/75%/75% (out of network) dental benefit coverage. An annual benefit maximum per person of \$1500 applies. Orthodontia coverage is also provided to employees and dependents; a lifetime benefit maximum of \$1800 applies.

It is understood that the group of employees who participate by paying the full insurance premium may be excluded from the dental insurance plan, if the Board of Education deems this aspect of the dental program unworkable, primarily if 1) an employee(s) defaults in payment of the premium or the long-term commitment or; 2) the insurance carrier refuses to allow participation for this group of employees.

SCHEDULE B (Cont'd)

Special Disability Cases: Employees who have worked for the School district a minimum of five (5) years and up to ten (10) years may enroll in HAP HMO or Blue Care Network HMO effective as of the ratification of the 06-08 contract. No additional employees will be eligible for this provision and coverage after July 1, 2006.

Retiree's Coverage: Employees who retire under the Michigan Public Schools Employees' Retirement Act at the age of fifty-five (55) or thereafter, will have \$3,000 of Group Life continued to age sixty-five (65) on his/her life (Accidental Death and Dismemberments will be discontinued) at no cost to the employee. The retiree may convert coverage to an individual policy at the retiree's expense.

Continued Coverage: Insurance premiums for employees on physical incapacity leave of absence will be carried by the Board of Education for a maximum period of six (6) months from the start of leave as defined in Article 15, Section 9, c.

Insurance premiums for employees on prolonged layoff or non-compensable leave (other than sick leave) will be carried by the Board of Education for a maximum period of ninety (90) days.

Premiums for all insurance benefits - Blue Cross/Blue Shield, Life, Short Term Disability Wage Replacement, Long Term Disability, Dental, and Optical - will be paid by the Board of Education in accordance with the terms of this Agreement.

New employees will be provided with insurance coverage following the employee's probationary period as defined in this Agreement.

FLEXIBLE SPENDING ACCOUNT

WCS sponsors a Flexible Spending Account (FSA) plan. An FSA is used to reimburse you (in "before-tax") dollars using payroll deduction for health care expense that are not covered by another benefit plan. The WCS annual benefit maximum is \$3,000. These dollars will be deducted by payroll and are generally not subject to Social Security Taxes (FICA), Federal or state tax.

DEPENDENT CARE ACCOUNT

The Dependent Care Account (DCA) plan works like the Flexible Spending Account, except you use the DCA to pay (with "before-tax" dollars) eligible child and/or elder daycare expenses. Eligible expenses include daycare expenses you incur while you (and your spouse, if you are married) work. The annual benefit maximum is \$5,000

All full-time employees will receive a \$600 employer-funded contribution to either the FSA or the DCA. Part-time employees who are paying 50% of their premium will also be eligible to receive a \$530 employer-funded contribution to either the FSA or the DCA.

ELECTRONIC PAYROLL DEPOSIT

Payroll checks will be direct deposited to the employee's designated financial institution. Bi-weekly payroll information will be available on-line for employee viewing.

Appendix A

1346 WORK SCHEDULE EFFECTIVE UPON RATIFICATION OF 2009 -2012 CONTRACT

High School	Day Shift	6:30 a.m. - 3:00 p.m.
	Lunch Program	6:30 a.m. - 3:00 p.m.
	Afternoon Shift	3:00 p.m.- 11:30 p.m.
	Midnights	10:30 p.m. - 7:00 a.m.*
Middle School	Day Shift	6:30 a.m. - 3:00 p.m.
	Lunch Program	9:00 a.m. - 5:30 p.m.
	Afternoon Shift	3:00 p.m. - 11:30 p.m.
Elementary School	Day Shift	6:30 a.m. - 3:00 p.m.
	Afternoon Shift	3:00 p.m. - 11:30 p.m.
Administration Building	Day Shift	8:00 a.m. - 5:00 p.m.
	Afternoon	12:00 p.m. - 8:30 p.m.
	Afternoon	4:30 p.m. - 1:00 a.m.
	Midnights	11:30 p.m. - 8:00 a.m.
Butcher	same as Middle School	
Grounds Attendant		6:30 a.m. - 3:00 p.m.**
Warehouse Keeper		7:00 a.m. - 3:30 p.m.
Truck Driver		6:30 a.m. - 3:00 p.m.
Maintenance	Day Shift	7:00 a.m. - 3:30 p.m.
	Afternoon Shift	3:15 p.m. - 11:45 p.m.
Technical Schedule	Techs	7:00 am - 3:30 pm
	Reproduction Room	
	Operator	8:00 am - 4:30 pm
Transportation	Bus Mechanic Day Shift	5:30 a.m. - 2:00 p.m.
	Bus Mechanic Aft. Shift	2:00 p.m. - 10:30 p.m.
CPC	Hd. Cust.	6:00 a.m. – 2:30 p.m.
	Cust. I	2:30 p.m. – 11:00 p.m.

Two (2) custodial positions at each high school with a Tuesday – Saturday work schedule.
The hours are as follows:

One (1) custodian	Tuesday – Thursday	3:00 p.m. – 11:30 p.m.
	Friday	1:00 p.m. – 9:30 p.m.
	Saturday	7:00 a.m. – 3:30 p.m.
One (1) custodian	Tuesday – Friday	3:00 p.m. – 11:30 p.m.
	Saturday	1:00 p.m. – 9:30 p.m.

Saturdays may be flexible according to the needs of the building by mutual consent of the union and management.

All work performed on Sunday will be paid at double time rate. Work performed on Monday will be paid at the rate of time and one half. All other overtime provisions apply as written in the current contract agreement.

* All High School midnight custodians will work from 6:00 p.m. – 2:30 a.m. on Fridays.

**During the period between November 15th and March 15th, there may be a midnight shift from 10:00 p.m. Sunday through 6:30 a.m. Friday for two (2) individuals. Shift preference will be by seniority.

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