

# **MASTER AGREEMENT**

**BETWEEN**

**WARREN WOODS PUBLIC SCHOOLS  
BOARD OF EDUCATON**

**AND**

**AFSCME LOCAL 1675.11  
SITE RESOURCE TECHNICIANS,  
SECURITY GUARDS & HALL MONITORS  
AFFILIATED WITH  
COUNCIL #25**

**JULY 1, 2009 THROUGH JUNE 30, 2012**

# TABLE OF CONTENTS

<b>PREAMBLE .....</b>	<b>4</b>
<b>WITNESSETH .....</b>	<b>4</b>
<b>ARTICLE 1 RECOGNITION – PURPOSE - DEFINITIONS.....</b>	<b>4</b>
1A. RECOGNITION.....	4
1B. PURPOSE .....	4
1C. DEFINITIONS .....	4
<b>ARTICLE 2 UNION SECURITY .....</b>	<b>5</b>
2A. AGENCY SHOP .....	5
2B. UNION DUES - PAYMENT BY CHECK-OFF .....	7
2C. UNION GUARANTEE OF RIGHTS.....	7
2D. BARGAINING UNIT WORK .....	7
2E. COMMUNICATION .....	7
2F. UNION ACTIVITY .....	7
2G. EDUCATION AND TRAINING .....	7
2H. NO STRIKE NO LOCK-OUT.....	8
2I. REPRESENTATION RIGHTS.....	8
<b>ARTICLE 3 SPECIAL CONFERENCE .....</b>	<b>8</b>
<b>ARTICLE 4 GRIEVANCE PROCEDURE.....</b>	<b>8</b>
4A. DEFINITION .....	8
4B. TIME LIMITS .....	8
4C. GENERAL PROVISIONS.....	9
<b>ARTICLE 5 EFFECT OF AGREEMENT .....</b>	<b>10</b>
<b>ARTICLE 6 BOARD RIGHTS .....</b>	<b>10</b>
<b>ARTICLE 7 WORKING CONDITIONS.....</b>	<b>11</b>
7A. HOURS OF EMPLOYMENT .....	11
7B. SCHOOL EMERGENCY DAY.....	12
<b>ARTICLE 8 JOB VACANCIES.....</b>	<b>12</b>
8A. GENERAL PROVISIONS.....	12
8B. POSTING VACANCIES .....	12
8C. TRIAL PERIOD.....	12
8D. TRANSFER – VOLUNTARY AND INVOLUNTARY .....	13
<b>ARTICLE 9 PERSONNEL FILE, EVALUATION.....</b>	<b>13</b>
9A. PERSONNEL FILE.....	13
9B. EVALUATION.....	13
<b>ARTICLE 10 PROBATION – NEW EMPLOYEE.....</b>	<b>13</b>
<b>ARTICLE 11 SENIORITY.....</b>	<b>14</b>
<b>ARTICLE 12 DISCIPLINE.....</b>	<b>15</b>
<b>ARTICLE 13 BUMPING.....</b>	<b>16</b>
13A. BUMPING PROCEDURE.....	16
<b>ARTICLE 14 LAYOFF.....</b>	<b>17</b>

**ARTICLE 15 WORKING CONDITIONS ..... 18**

15A GENERAL..... 18

**ARTICLE 16 LEAVE OF ABSENCE..... 18**

16A MATERNITY LEAVE..... 18

16B WORKERS COMPENSATION..... 18

16C GENERAL LEAVE..... 18

16D BEREAVEMENT LEAVE..... 18

16E FAMILY MEDICAL LEAVE ..... 19

16F JURY DUTY ..... 19

16G REQUESTING A LEAVE..... 19

16H. RETURN FROM LEAVE ..... 19

**ARTICLE 17 HOLIDAYS ..... 21**

**ARTICLE 18 ABSENCE DAYS AND PERSONAL BUSINESS..... 21**

18A ABSENCE DAYS ..... 21

18B PERFECT ATTENDANCE..... 22

**ARTICLE 19 COMPENSATION..... 23**

**WAGES: SITE RESOURCE TECHNICIANS..... 23**

**WAGES: SECURITY GUARDS AND HALL MONITORS..... 23**

## PREAMBLE

This Agreement, entered into on the 1st day of July, 2009 is between the Board of Education, Warren Woods Public Schools, Counties of Macomb, State of Michigan (hereinafter referred to as the “Board”), and Chapter of Local 1675.11 Site Resource Technicians, Security Guards & Hall Monitors 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 hereto which will promote and insure harmonious business and economic relations between the parties during the term of this Agreement.

### **ARTICLE 1** RECOGNITION – PURPOSE - DEFINITIONS

#### 1A. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Section 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the Employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all Employees of the employer included in the bargaining units described below:

- All full-time and regular part-time Site Resource Technicians, Security Guards and Hall Monitors.

#### 1B. PURPOSE

1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board and the Employee.
2. The parties recognize that the interest of the Board and the job security of the employees depend upon a mutual concern to maintain a proper service to the community.
3. To these ends the Board and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

#### 1C. DEFINITIONS

1. “Board” shall mean the Board of Education of the Warren Woods Public Schools.
2. “Union” shall mean the American Federation of State, County, and Municipal Employees Chapter of Local 1675.

3. "Employee" shall mean the member of the bargaining unit.
4. "Status Employee" shall mean any member of the bargaining unit who is past the probationary period.
5. "Probationary Employee" shall mean any new hire, not yet a part of the bargaining unit.
6. "Administrator" shall mean any Employee of the School Board who is not a member of the bargaining unit who holds a supervisory or administrative position.
7. In the construction of the words used in this contract whenever the singular number is used it shall include the plural and whenever the feminine is used it shall include the masculine.
8. "Days" shall mean calendar days unless otherwise specified.

## **ARTICLE 2 UNION SECURITY**

### 2A. AGENCY SHOP

1. Each Employee who, on the effective date of this Agreement is a member of the Union and has authorized dues deductions shall do so with the understanding the deductions shall continue for the length of the contract.
2. Employees who are not members of the Union at the effective date of this Agreement shall, as a condition of continued employment, join the Union within thirty (30) working days or at the end of their probationary period, whichever is later or pay to the Union a service fee equal to the dues uniformly required of all members. Upon request from the Union, the employment of any Employee who fails to comply with this requirement shall be terminated. When an employee is discharged under this provision, the parties agree that the BOARD will be held harmless in all regards related to this provision.
3. Employees shall be deemed to be members of the Union within the meaning of this Section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership.
4. The Union agrees to reimburse the Warren Woods School District, hereinafter referred to as the District, for the amount of any money deducted by the District and paid to the Union, which deduction is determined to be illegal and improper, or in excess of a proper deduction. The Union further agrees to indemnify and hold harmless the district Employees charged with administering this Section, and members of the Board of Education from any and all liability, losses, claims, damages, or expenses arising out of the discharge of any Employee as a result of action taken by the Board, including but not restricted to, all sums that may be awarded an Employee.
5. The Union agrees to indemnify the district for all costs or other expenses arising out of any other actions initiated against Employees charged with administering this Section, the district and the members of the Board of Education.



## 2B. UNION DUES - PAYMENT BY CHECK-OFF

1. Check-off form: During the life of this Agreement and in accordance with the terms to the extent the laws of the State of Michigan permit, the employer agrees to deduct Union membership dues levies 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 of Dues" form.

The Employer agrees to deduct AFSCME/P.E.O.P.L.E. contributions for those individual Employees who have signed an authorization card (supplied by the Union) agreeing to this contribution.

The employer agrees to work with the financial officer of the Union with respect to additions and deletions from the list of Employees for whom dues have been deducted.

## 2C. UNION GUARANTEE OF RIGHTS

The parties mutually agree that the provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination with respect to age, color, marital status, disability, membership in the Union, members holding office in the Union, national origin, race, religion, or sex or any other forms of illegal discrimination.

## 2D. BARGAINING UNIT WORK

Supervisory Employees or other Employees shall not perform routine work normally and regularly performed by members of the Bargaining Unit except to an incidental extent or for purposes of instruction or to assist in emergencies.

## 2E. COMMUNICATION

The Board agrees to furnish to the Union in response to reasonable requests, all requested available information concerning the financial resources of the district, salaries, tentative budgetary requirements and allocations, such other information as will assist the Union in conducting Union business.

## 2F. UNION ACTIVITY

1. The Union Chapter Chair and/or her/his designee shall be given release time to carry out the business of the Union at a time mutually agreeable with her/his immediate supervisor.
2. Absence days, with pay and not chargeable to two- (2) employee's allowance, shall be provided for attendance at or participation in Council or International meetings of the Union. Arrangements for the use of such days shall be made in advance. The total time per individual shall not exceed five (5) days per year, not accumulative.

## 2G. EDUCATION AND TRAINING

The Board of Education will absorb the cost of training an individual for a new program instituted by the Board with Administrative approval.

## 2H. NO STRIKE NO LOCK-OUT

1. During the term of this Agreement, neither the union, nor any of its officers or members will authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature, whether for purposes of changing, maintaining, or influencing wages, hours and/or terms and conditions of employment.
2. The employer shall institute no lock out of Employees during the term of this Agreement.

## 2I. REPRESENTATION RIGHTS

The Board shall not enter into any collective bargaining agreement with any Employee or with any other collective bargaining organization on behalf of Employees during the term of this Agreement.

### **ARTICLE 3** SPECIAL CONFERENCE

1. Special Conference will be arranged between the Chapter Chair, or the designated representative and the Superintendent or the designated representative, upon the request of either party.
2. Arrangements for such Special Conferences shall be made in advance, setting the meeting at a time and place, which is mutually acceptable.
3. Two members of the Union shall be allowed up to one (1) hour each, during their working hours, for time spent in a Special Conference. This time may be extended by Administration without penalty to the employees. A representative of Council 25 and/or a representative of the International Union may attend this meeting.
4. The Union representatives may meet for at least one-half (1/2) hour immediately preceding the conference with the representatives of the employer.

### **ARTICLE 4** GRIEVANCE PROCEDURE

#### 4A. DEFINITION

Any claim by the Union or an Employee that there has been a violation, misinterpretation, or misapplication of the terms of the Agreement or violation of any past practice shall be a grievance, and shall be resolved through the procedure set forth herein.

#### 4B. TIME LIMITS

All time limits herein shall consist of working days. Time limits may be extended only with the mutual written consent of the Employer and the Union.



#### 4C. GENERAL PROVISIONS

1. In the event that the Union fails to appeal a grievance or appeal a Board of Education answer within the specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the District's last answer, if any. In the event the District shall fail to supply the Union with its answer to the particular step within the specified time limits the grievance shall be automatically positioned for appeal at the next step within the time limit for exercising said appeal, commencing with the expiration date of the District's grace period for answering.
2. The parties agree that it is good practice to keep all discussions confidential during the procedural stages of the resolution of the complaint.
3. All grievances shall be in writing using the forms for that purpose supplied by AFSCME Council 25.
4. Each grievance shall have to be initiated within seven (7) 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 it's happening, then within seven (7) days after the Union or the aggrieved becomes aware of the cause for complaint. Settlement of grievances initiated more than seven (7) days after the concurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

#### 4D. STEPS OF THE GRIEVANCE PROCEDURE

##### Step 1 - Informal

The aggrieved employee shall have the right to demand representation by a steward. If the steward determines that there is proper cause for complaint, then a meeting to discuss the problem shall take place between the grievant and the immediate supervisor. The grievant may request that the steward attend the meeting.

##### Step 2

In the event that the Union is dissatisfied with the result of the immediate supervisor's response, the Union shall have the right to submit a written grievance about the problem to the immediate supervisor within seven (7) days after the meeting.

The immediate supervisor shall thereupon have seven (7) days to respond to the grievance in writing setting forth a position about the grievance and shall send a copy to the steward.

##### Step 3

If the grievance is not resolved through Union acceptance of the immediate supervisor's answer, the Union shall have the right to appeal the decision to the Superintendent within seven (7) days after receipt of the supervisor's written position on the issue.

A meeting on the subject shall then take place within ten (10) days after receipt by the Superintendent of the Union's appeal notice. At this Step 3 meeting, the Union may be represented by the steward who handled the complaint, the chief steward, the local president, a

council representative and an international representative; the Board may be represented by the Superintendent, his representative, the supervisor and other Board representatives.

The Superintendent or his representative shall render a written decision on the dispute to the Union within seven (7) days after the occurrence of said meeting.

Step 4 – Arbitration

If the grievance is not resolved through Union acceptance of the Superintendent's answer, the Union may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association. AAA shall act as administrator of the proceedings. The Union shall submit the grievance to AAA within forty-five (45) workdays of receipt of the Superintendent's response.

Authority of the Arbitrator

The arbitrator shall have no power or authority to alter, add to or subtract from the terms of this Agreement. Neither the Board nor the Union shall be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the other party.

The decision of the Arbitrator shall be final and binding upon the District, the Union, and the Employee or Employees involved in the grievance.

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

**ARTICLE 5 EFFECT OF AGREEMENT**

If any provisions of this Agreement or any application of the Agreement to an employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. If such occurs, the parties agree to meet within thirty (30) days.

**ARTICLE 6 BOARD RIGHTS**

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States.

It is agreed that the Board retains the right, among others, to establish and equitably enforce reasonable rules relating to the duties and responsibilities of Employees and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law.

## ARTICLE 7 WORKING CONDITIONS

### 7A. HOURS OF EMPLOYMENT

1. The hours of a normal workday shall be established by the Board and shall not exceed eight (8) hours per day for any assignment. The Board will review with the Union prior to any changes. A list of positions and corresponding hours for the next school year will be prepared two (2) weeks prior to the end of the school year. The list will be based upon information as of the end of the school year and may be subject to change before a new school year begins.
2. The Board will notify each employee of their work assignment for the next school year by August 1. The Board will review with the Union prior to any changes. Upon notification to the employees, no changes will be made in the assignment unless for reasons of economic necessity, insufficient enrollment or funding changes in a program, which require staffing adjustment.
3. After assignment to a position and satisfactory performance therein, an employee shall expect to remain in such assignment unless moved under the provisions of this contract.
4. Regular, permanent members of the Bargaining Unit shall be entitled to an unpaid, duty free, uninterrupted lunch period of not less than one-half (1/2) hour.
5. Employees who work at least two (2) hours per day shall be provided a fifteen-(15) minute break. Employees who work six (6) hours or more per day shall be provided two-(2) fifteen-(15) minute breaks. Timing of breaks shall be arranged with the building administrator. Scheduled breaks shall include all time away from the work area.
6. Time worked exceeding forty (40) hours per week, upon approval of the building administrator, shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay, for all hours so worked. Time worked on a Saturday, upon approval of the building administrator, shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked over forty (40) hours in the work week. The work week is defined as Monday – Friday.

Time worked on a Sunday, upon approval of the building administrator, shall be paid at the rate of two (2) times the employee's regular rate of pay for all hours worked. Time worked on a holiday, upon approval of the building administrator, shall be paid at the rate of two (2) times the employee's regular pay for that day.

Any additional hours beyond a normal workday, including overtime, shall be offered first to the Employee who performs the work on a regular basis.

7. Bargaining unit members shall be given the opportunity to work additional hours for all school activities and student events in the building they are assigned. At the beginning of the school year bargaining unit members will indicate their interest in working these events. Additional work shall be offered on a rotation basis beginning with the most senior bargaining unit members. If that member refuses an event, the next senior person will be

offered the duty and so on until the event is covered. The next event will then be offered to the next person on the list.

#### 7B. SCHOOL EMERGENCY DAY

No one shall be charged for time lost on a School Emergency Day. All employees will be paid their regular day's wages for such days. If there is a need to make up a student day, there will be no additional compensation.

### **ARTICLE 8 JOB VACANCIES**

#### 8A. GENERAL PROVISIONS

All job vacancies within the Bargaining Unit shall be filled in accordance with the following provisions of this Agreement. A job vacancy shall be defined as a vacancy which is created as a result of the resignation of an Employee, the retirement of an Employee, the termination of an Employee, the promotion of an Employee, the death of an Employee, or change of working hours.

#### 8B. POSTING VACANCIES

1. When a vacancy occurs, the position shall be posted within seven (7) days of the vacancy and filled within a reasonable time period of the effective date.
2. A job vacancy will be posted and circulated to each department listing the requirements of the position; vacancies will be posted for a period of seven (7) days.
3. Job vacancies within the Bargaining Unit will be filled on the basis of seniority and qualifications.
4. An Employee whose position is eliminated or reduced is eligible to bump a less senior Employee within the department, provided the Employee has the ability to perform the duties of the new position and meets the essential qualifications. Should this position be restored, the persons who bumped may return to their position.

#### 8C. TRIAL PERIOD

1. An Employee who accepts an open position will receive a maximum of thirty- (30) working day Trial Period in the new position.
2. Upon acceptance of a new position the Employee shall have the option of reverting to their former position at any time during the thirty- (30) working day trial period.
3. The Board upon evidence of potential unsatisfactory review during the trial period shall inform the Union and the Employee of the decision to revert the employee to their former position.

4. When an Employee initiates the reversion, the Employee shall notify the Board and the Union in writing no later than five (5) days prior to the date on which the reversion is to take effect. The reversion shall take place no later than the twenty-one (21) days after the request.

8D. TRANSFER – VOLUNTARY AND INVOLUNTARY

1. Transfer can be by mutual agreement with the Employer and the Union.
2. When an involuntary transfer of an employee must be made due to demonstrable cause, the following procedure will be used:
  - Other bargaining unit members will be considered on a voluntary and seniority basis. If no bargaining unit member volunteers for transfer the least senior employee will be transferred.

**ARTICLE 9** PERSONNEL FILE, EVALUATION

9A. PERSONNEL FILE

1. The Employer will maintain a personnel file for each employee. The personnel file will be located in the Personnel Office. There will be only one personnel file for each Employee.
2. Each employee shall have the right, upon request to review the contents of their own personnel file. A representative of the Union may accompany the employee in this review.
3. Each employee will be notified upon the inclusion of any evaluation or anecdotal records in their own personnel file. The signing by the employee of any item placed in the file merely acknowledges receipt and does not mean they agree or approve of its content.

Discipline: see Article 12.

9B. EVALUATION

Each Employee will be evaluated at least once every three-(3) years by Administration. Prior to receiving a written evaluation the employee and the administrator will meet to discuss the evaluation. The written evaluation will be given to the employee and the employee may choose to write an attachment to clarify any difference of perception in the evaluation.

If areas of serious concern are noted in the evaluation, a written plan of improvement will be written and shared with the employee. The employee will be given a reasonable time to correct these areas.

**ARTICLE 10** PROBATION – NEW EMPLOYEE

New Employees shall be on Probation for the first sixty (60) work days of their employment and during such period Probationary Employee may be terminated by the Employer without recourse to the grievance procedure but shall be represented by the Union for all other purposes under this Agreement.

1. There shall be no seniority among Probationary Employees.
2. Leave Allowance: Probationary Employees will accumulate sick leave and personal business allowance during their probationary period, but may not utilize or be entitled to such leave until attaining permanent status.
3. Upon completion of the probationary period, the Employee will be considered to have seniority computed from the first day of their employment.

## **ARTICLE 11 SENIORITY**

The Employer recognizes the importance of seniority as a factor to be considered along with merit and ability in all moves, layoffs, reinstatements and recalls, but when merit and ability are equal as between Employees, then seniority is recognized as the prevailing factor in making the selection. In the event of a tie in seniority the tie shall be broken by reference to a table of pseudo random numbers and the social security numbers of the involved Employees. The Employee whose number appears first on the table shall be deemed to have higher seniority than the other involved Employee(s).

### **GENERAL PROVISIONS – SENIORITY**

1. Seniority rights of an Employee shall cease for any one of the following reasons:
  - If the Employee terminates her/his employment.
  - If the Employee is discharged and such discharge is not reversed through the grievance procedure.
  - If she/he is absent for three (3) consecutive working days without notifying the Employer.
  - If she/he overstays a leave or fails to return from layoff without providing an explanation acceptable to the District within twenty-four (24) hours. In proper cases, exceptions will be made by mutual agreement.
  - If she/he retires.
  - If she/he gives a false reason for a leave of absence or engages in other employment during such leave.
2. An Employee's district seniority shall be computed from the last date of hire with Warren Woods Public Schools.
3. An Employee on an approved leave of absence without pay for personal illness or injury shall accumulate seniority. However, such leave shall be limited to a period not to exceed one (1) year.

4. An Employee whose employment is terminated voluntarily or involuntarily and who is subsequently rehired shall be considered as a new Employee.
5. Date of hire shall be interpreted as the date on which the Employee reported for regular permanent work.
6. In the event of a tie in seniority, the tie shall be broken by reference to the table of random numbers (below) and the social security numbers of the involved employee. The employee whose number (the last two digits of the social security number) appears first on the table (beginning at the upper, left side and moving down the column) shall be deemed to have higher seniority than the other involved employee(s). In the event that the last two (2) numbers of the social security numbers of the involved employees are the same, then the first two (2) numbers of the last four (4) shall be used to determine the seniority.

**TABLE OF RANDOM NUMBERS**

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

**ARTICLE 12      DISCIPLINE**

1. It is agreed that no employee shall be disciplined or discharged without just cause and such actions shall be subject to the grievance procedure. All disciplinary action shall be issued in private.
2. Reprimands – All reprimands, oral or written, shall be documented and distributed, one copy to the employee, one copy to the Union, and one copy to the employee’s personnel file.

3. The Union may consult with the Administrator who wrote the reprimand and may attach to the file copy a written statement made by the Employee.
4. The employer may impose disciplinary action for just cause. An employee and/or his/her Union representative shall receive a copy of all written reprimands, warnings or complaints made against him/her which are placed in his/her personnel file. Upon the written request of the employee, said written warning, reprimand or complaint shall be removed from the employee's personnel file after three (3) years from the date thereof, subject to the following conditions:
  - A. In order to file a written request for the removal of reprimands, warnings or complaints from the personnel file, an employee must not have received a written reprimand, warning or complaint within the above-referenced 3 year period.

Disciplinary meetings will be conducted in private, and will be scheduled at the earliest possible date. If scheduling conflicts occur, the meeting will be rescheduled as soon as practicable. The employee will be given notice of the meeting and reminded of his/her right to bring Union representation with him/her.

An employee who elects to waive Union representation must sign a waiver indicating his/her waiver of representation. The waiver will include the date and time of the meeting.

The decision of the Board of Education to discharge a probationary employee shall be final and not form the basis for a grievance.

### **ARTICLE 13 BUMPING**

#### **13A. BUMPING PROCEDURE**

1. Fundamentally, rules respecting seniority are designed to provide Employees an equitable measure of security based on classification and length of service with the Employer and, in the event of a reduction of available work and/or hours. The Employer shall retain at work the Employees having the greatest amount of seniority, providing these Employees possess the qualifications, as listed on postings.

The "Bumping" Procedure may be implemented when a position is eliminated or there is a reduction in hours, when an Employee returns from leave consistent with a provision of that leave which allows bumping.

2. The "Bumping" Procedure shall operate in the following manner:
  - a. At least fifteen (15) days prior to a circumstance in which the Bumping Procedure would be implemented the Union and the involved Employee will be notified in writing listing the positions into which they would bump.
  - b. The Employee exercising his/her seniority rights will take the position of a less senior Employee in the same classification. Site Resource Technicians shall only bump another Site Resource Technician and Security Guards and Hall Monitors shall only bump another Security Guard and/or Hall Monitor.



- c. All subsequent Employees displaced, as a result of the initial “bumping” will follow the procedures in “2.b.” above.
- d. For the purpose of this article classifications are as follows:
  - Site Resource Technician
  - Security Guard and Hall Monitor

#### **ARTICLE 14    LAYOFF**

1. DEFINITION – The word “layoff” shall be defined to mean a reduction in the work force covered by the terms of this Agreement due to a decrease of work and/or due to economic factors or measures affecting the district.
2. No individual shall be on layoff unless the employee shall have exhausted all of her/his rights under the “Bumping” Procedure.
3. Employees to be laid off for an indefinite period of time will have at least ten (10) work days notice of layoff, except in emergency. The matter will be discussed with the Chapter Chairperson prior to notifying bargaining unit members.
4. ORDER OF REDUCTION – In the event of a layoff, the work force shall be reduced in the following order: first, substitute employees performing bargaining unit work; next, probationary employees; then, seniority employees in reverse order as their names appear on the seniority list. This layoff procedure shall not apply to normal break periods when school is not in session and when certain employees are not scheduled to work during such periods.

#### **RECALL**

1. RECALL PROCEDURE – When the work force is increased after a layoff, employees shall be recalled according to seniority. Notice of recall shall be sent to the employee being recalled at their last known address by registered or certified mail. It shall be the responsibility of a laid-off employee to notify the office of the Director of Personnel of all changes in their address.
2. RETURN TO WORK – If an employee being recalled fails to report for work within ten (10) days from date of mailing of the Notice of Recall, the employee shall be considered “a quit” and shall be removed from the recall list, unless the employee being recalled is scheduled to report on a date later than the end of the ten (10) day period, in which event, the employee shall provide written notice of intent to return to the district within the ten (10) day period or be considered “a quit” as provided above.
3. GENERAL
  - a. Employees who have been laid-off shall be eligible for recall for a period of two (2) years or a period equal in length to their accumulated seniority with the district, whichever period is shorter. Upon the expiration of the applicable time period, the laid-off employee shall not be subject to recall by the district.

- b. Employees who have been laid-off shall not accrue seniority during the period of layoff.

## **ARTICLE 15 WORKING CONDITIONS**

### 15A. GENERAL

1. Use of an Employee's personal automobile for District business is not a condition of employment. When an Employee is requested to use her/his personal automobile, she/he shall be reimbursed at the mileage rate according to the officially established IRS rate.
2. An Employee who contracted measles, mumps, scarlet fever, pink eye, lice or chicken pox as a result of performing employment duties and is absent from work as a result shall suffer no loss of compensation, nor loss of sick leave days up to a maximum of five (5) days per year. These absences must be supported by a doctor's note.
3. Employees shall not be solely responsible for the disciplining of students.

## **ARTICLE 16 LEAVE OF ABSENCE**

### 16A. MATERNITY LEAVE

Maternity leave shall be treated the same as a disability.

### 16B. WORKERS COMPENSATION

Absences resulting directly from on-the-job injuries shall be subject to the provisions of Workers Compensation as specified by law. Injuries shall be reported to the appropriate Administrator as soon as possible.

### 16C. GENERAL LEAVE

1. Upon request of an Employee who has successfully completed the probationary period, the Board may grant to said Employee a leave of absence without pay for a period not to exceed one (1) year for:
  - a. Extended personal illness or injury upon submission of a doctor's statement indicating the need for such leave.
  - b. Illness or death in the immediate family

### 16D. BEREAVEMENT LEAVE

An Employee shall be allowed up to three (3) funeral days for a death in the immediate family. Other days taken for funerals will be deducted from the Employees sick leave allowances. Immediate family is defined as: Parent, or stepparent, spouse, sister, brother, child (natural or adopted), father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren and grandparents.

16E. FAMILY MEDICAL LEAVE

Employees who requests leave under the Family Medical Leave Act will be granted such leaves in conformance with conditions established by Federal and State laws including accumulation of seniority.

16F. JURY DUTY

An Employee who serves on Jury Duty will be paid the difference between pay for Jury Duty and their regular pay for a maximum of two (2) weeks (ten (10) workdays.)

16G. REQUESTING A LEAVE

1. Request for a leave shall be in writing and shall be submitted to the Personnel Director at least fifteen (15) days prior to the effective date.
2. In cases involving personal injury, illness, or maternity, the request shall be accompanied by a doctor's statement verifying the condition for which the leave is requested.
3. An employee wishing to take a leave of absence for the purpose of childcare shall request such leave within two (2) weeks of the date of birth of a child or of the date of adoption of a child.

16H. RETURN FROM LEAVE

1. An Employee who has been granted a leave of absence shall be entitled to return to the district in the position and building held immediately prior to the leave provided the return occurs no later than one (1) year after the effective date of the leave. The Employee shall notify the Personnel Director in writing of the intent to return to work by a date not less than two (2) weeks prior to the expiration date of the leave. In the case of such return, bumping may occur.
2. Employees who have changed positions as a result of the vacancy(ies) created by the leave shall revert to their former positions.
3. An Employee returning from the leave of absence due to personal injury, personal illness, pregnancy/maternity, or hospitalization shall submit a physician's statement indicating the Employee is able to perform the duties of the position to which she/he is returning. Such a statement shall be submitted before the Employee may resume work. Should some question arise as to the Employee's ability to resume the duties of the job, the Board may request a medical examination to be administered by a duly licensed physician selected and paid by the Board.
4. While the Employee is on leave, there shall be no accumulation of seniority and no advancement on the pay schedule except that of an Employee who is on leave of absence without pay for personal illness or injury shall continue to accumulate seniority for a period not to exceed a total of one (1) year. There shall be no progression on the wage scale during such time.

5. If the Employee fails to return to work by one (1) year after the leave's effective date, the Employee shall forfeit the right to return to the position held immediately prior to the leave and shall be considered to be resigned from employment. In such event Employees who have filled the vacancy(ies) resulting from the leave shall remain in their current positions and the time spent in those positions shall be applied to any required trial period.

An Employee on a worker's compensation leave shall be considered terminated if s/he cannot return to work after two (2) years from the date of the original leave.

## **ARTICLE 17 HOLIDAYS**

The following days shall be recognized and observed as paid holidays:

- Thanksgiving Day
- Day after Thanksgiving (Unpaid holiday in November 2010 & 2011)
- Good Friday (eliminated after April 2010)
- Martin Luther King's Birthday (when all buildings are closed to students and staff)
- Christmas Day
- Memorial Day

When an Employee is required to work on any of the holidays indicated above, she/he shall receive double time in addition to holiday pay.

## **ARTICLE 18 ABSENCE DAYS AND PERSONAL BUSINESS**

### 18A. ABSENCE DAYS

#### 1. Allowance and Accumulation

- a. Employees shall be granted an annual allowance of absence days which shall be used to cover absences due to personal illness, personal injury, or to conduct personal business which cannot be conducted outside working hours.
- b. Employees absent for reasons covered under the terms of this Article shall receive full pay for their absence to the extent their annual allowance and accumulations permits.
- c. Employees hired prior to June, 1993 shall be granted a ten (10) day allowance on July 1<sup>st</sup> of each year; employees hired after June, 1993 shall be granted a five (5) day allowance July 1<sup>st</sup> of each year.
- d. The absence day allowance shall be rounded to the nearest quarter (1/4/) day.
- e. It is understood that in all cases the length of the absence day coincides with the length of the workday.
- f. At the end of each fiscal year all unused absence days shall be credited to the Employees absence day bank to accumulate without limit.

18B. PERFECT ATTENDANCE

One of the following shall be given to employees who meet the criteria stated below:

- a. Employees who have used zero (0) absence days between the months of September through June shall be awarded one (1) absence day the next school year (July 1).
  
- b. Employees who have accumulated one hundred (100) days or more shall be awarded one (1) absence day the next school year (July 1). Any bargaining unit member with 100 or more days as of February 17, 2010 is grandfathered under this provision providing his/her banked days remain at 100 or more. For all other bargaining unit members, this provision expires as of February 17, 2010.

**ARTICLE 19 COMPENSATION**

WAGES: Site Resource Technicians

<b>Step</b>	<b>7/1/09-3/31/10</b>	<b>4/1/10-6/30/10</b>	<b>2010-2011</b>	<b>2011-2012</b>
1	11.65	10.95	10.95	10.95
2	12.08	11.36	11.36	11.36
3	12.54	11.79	11.79	11.79

Longevity (Site Resource Technicians)

- Beginning with 10<sup>th</sup> year .25 per hour
- Beginning with 15<sup>th</sup> year .50 per hour
- Beginning with 20<sup>th</sup> year .75 per hour
- Beginning with 25<sup>th</sup> year 1.00 per hour

1. In determining credit for longevity pay, one work year shall constitute a full year of credit regardless of the number of workweeks.
2. Longevity pay shall begin with the first full pay period following the anniversary date, which established eligibility.
3. It is understood that credit toward longevity payment is based on accrued seniority in the District.
4. Seniority that is accumulated during a leave of absence (i.e. FMLA, Workers Compensation) of which no wages are paid by the District shall not be used to calculate longevity payments. Sick leave is used to supplement any leave of absence shall be considered for calculating longevity.

WAGES: Security Guards and Hall Monitors

<b>Step</b>	<b>7/1/09-3/31/10</b>	<b>4/1/10-6/30/10</b>	<b>2010-2011</b>	<b>2011-2012</b>
1	9.34	8.78	8.78	8.78
2	9.59	9.01	9.01	9.01
3	9.86	9.27	9.27	9.27
4	10.15	9.54	9.54	9.54

<b>Step</b>	<b>7/1/09-3/31/10</b>	<b>4/1/10-6/30/10</b>	<b>2010-2011</b>	<b>2011-2012</b>
1-GF	10.57	9.94	9.94	9.94
2-GF	11.10	10.43	10.43	10.43
3-GF	11.44	10.75	10.75	10.75
4-GF	12.72	11.96	11.96	11.96

\*\*\*There are four (4) grandfathered security guards at a different pay rate (Barbara Barnett, Susan Detloff, Robert Eddy, and Jerome Kniga:

2008/2009:	Barnett	\$12.72	Eddy	\$11.44
	Detloff	\$11.10	Kniga	\$11.10





## INDEX

<u>ABSENCE DAYS</u>	19	<u>PERSONNEL FILE</u>	11
<u>ABSENCE DAYS AND PERSONAL</u>		<u>PERSONNEL FILE, EVALUATION</u>	11
<u>BUSINESS</u>	19	<u>POSTING VACANCIES</u>	10
<u>BARGAINING UNIT WORK</u>	5	<u>PREAMBLE</u>	3
<u>BEREAVEMENT LEAVE</u>	16	<u>PROBATION – NEW EMPLOYEE</u>	11
<u>BOARD RIGHTS</u>	8	<u>PURPOSE</u>	3
<u>BUMPING</u>	14	<u>RECALL</u>	15
<u>BUMPING PROCEDURE</u>	14	<u>RECOGNITION</u>	3
<u>COMMUNICATION</u>	5	<u>REPRESENTATION RIGHTS</u>	6
<u>COMPENSATION</u>	21	<u>REQUESTING A LEAVE</u>	17
<u>DEFINITION</u>	6	<u>RETURN FROM LEAVE</u>	17
<u>DEFINITIONS</u>	3	<u>SCHOOL EMERGENCY DAY</u>	10
<u>DISCIPLINE</u>	13	<u>SENIORITY</u>	12
<u>DURATION OF AGREEMENT</u>	22	<u>SPECIAL CONFERENCE</u>	6
<u>EDUCATION AND TRAINING</u>	5	<u>TIME LIMITS</u>	6
<u>EFFECT OF AGREEMENT</u>	8	<u>TRANSFER– VOLUNTARY AND</u>	
<u>EVALUATION</u>	11	<u>INVOLUNTARY</u>	11
<u>FAMILY MEDICAL LEAVE</u>	17	<u>TRIAL PERIOD</u>	10
<u>GENERAL LEAVE</u>	16	<u>UNION ACTIVITY</u>	5
<u>GENERAL PROVISIONS</u>	7, 10	<u>UNION DUES - PAYMENT BY CHECK-</u>	
<u>GENERAL PROVISIONS – SENIORITY</u>	12	<u>OFF</u>	5
<u>HOLIDAYS</u>	19	<u>UNION GUARANTEE OF RIGHTS</u>	5
<u>HOURS OF EMPLOYMENT</u>	9	<u>UNION SECURITY</u>	4
<u>JOB VACANCIES</u>	10	<u>WAGES: Security Guards and Hall</u>	
<u>JURY DUTY</u>	17	<u>Monitors</u>	21
<u>LAYOFF</u>	15	<u>WAGES: Site Resource Technicians</u>	21
<u>LEAVE OF ABSENCE</u>	16	<u>WITNESSETH</u>	3
<u>MATERNITY LEAVE</u>	16	<u>WORKERS COMPENSATION</u>	16
<u>NO STRIKE NO LOCK-OUT</u>	6	<u>WORKING CONDITIONS</u>	9, 16
<u>PERFECT ATTENDANCE</u>	20		