



**Maintenance  
Custodial  
Food Service  
Transportation**

**August 11, 2014 – June 30, 2017**

*Agreement  
Between*

**Warren Woods  
Board of  
Education**

**and**

**AFSCME  
Local 1675**



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## **5.1 Recognition**

### **5.1.1 Preface**

This Agreement is entered into on this 11th day of August, 2014 between the Board of Education of the Warren Woods Public Schools (hereinafter referred to as the "Board") and the Union of the American Federation of State, County, and Municipal Employees, and Council 25 and its affiliate Local 1675 (hereinafter referred to as the "Union").

### **5.1.2 Purpose**

- A. 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 Employees.
- B. 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.
- C. 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.

### **5.1.3 Employees Covered**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Board named by division and classification in this agreement in Article 5.4.

### **5.1.4 Aid to Other Unions**

The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make an agreement with any such group or organization for the purpose of undermining the Union.

## **5.2 Rights**

### **5.2.1 Discrimination**

- A. Both parties agree that there shall be no discrimination against any employee by reason of race, color, creed, sex, age, or national origin.

- B. Both parties agree that there shall be no discrimination against any member of the bargaining unit by reason of membership in the Union.
- C. Throughout this Agreement, the construction of sentences will be reviewed with an effort to use neutral words rather than words which designate sex. When this can't be avoided this example will be used: s/he or his/her.

### **5.2.2 Management Rights**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and the United States; shall adopt policies, rules, regulations and practices in furtherance thereof; and shall use judgment and discretion in connection therewith: All limited only by the specific and expressed terms of this contract and then only to the extent such specific and expressed terms hereof are in conformance with the constitutions and laws of the State of Michigan and the United States.

### **5.2.3 No Strike Provision**

- A. During the term of this contract, and in negotiations for the renewal of this Agreement, the Board shall not become engaged in any lockout practices against members of the Union.
- B. During the term of this contract, and in negotiations for the renewal of this Agreement the Union shall not authorize, cause, engage in, or sanction any strike, picketing, or refusal to perform the duties of employment by a member or members of the Union; and no member shall cause or participate in a strike, picketing or refusal to perform the duties of employment.
- C. In the event of any violation of this paragraph, the Union will exert every reasonable effort to cause the employee(s) to promptly cease such action.
- D. The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this article.

Prior to taking such action, the Board shall notify the President of its intentions, and may also consult with the Union in connection therewith.

#### **5.2.4 Special Conference**

- A. Special conferences will be arranged between the Local 1675 President, or the designated representative, and the Superintendent or the designated representative, upon the request of either party. Special conferences shall have at least two (2) representatives each for the Board and for the Union.
- B. Arrangements for such special conferences shall be made in advance, setting the meeting at a time and place which is mutually acceptable. An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at the special conference shall be confined to those included in the agenda.
- C. 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, unless in the judgment of the administration additional time can be allowed without penalty. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- D. The Union representative may meet upon written request at a place designated by the employer on the employer's property for at least one-half (1/2) hour immediately preceding the conference, with the representatives of the employer.

#### **5.2.5 Supplemental Agreements**

All proposed supplemental agreements shall be subject to good faith negotiations between the Board and the Union. Any supplemental agreements shall be approved or rejected by the respective parties within thirty (30) days of the conclusion of negotiations.

#### **5.2.6 Rates for New Jobs and/or Classifications**

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

#### **5.2.7 Contract 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.

### **5.2.8 Termination**

- A. This Agreement shall continue in full force and effect until June 30, 2017.
- B. If either party desires to terminate or amend this Agreement, they shall, sixty (60) days prior to the termination date, give written notice of termination or notice of amendment. Notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. If neither party shall give notice of termination or notice of amendment, or if each party giving such notice, withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination, or notice of amendment by either party upon sixty (60) day written notice prior to July 1 of each year.
- C. Notice of Termination. Notice shall be in writing and shall be sent by certified mail to the Union, to the President, and to the Employer, addressed to 12900 Frazho, Warren, Michigan, or to any such address as the Union or the Employer may make to each other.

### **5.2.9 Union Availability**

In accordance with applicable law, employees of Warren Woods Public Schools are not required to join a labor union to work in the District. However, if you would like to have the opportunity to join AFSCME Local #1675, please contact the Union President.

### **5.2.10 Union Bulletin Boards**

The employer will provide a bulletin board in each building which may be used by the Union for posting notices pertaining to the administration of the Union.

A copy of notices will be forwarded to the employer.

### **5.2.11 Stewards and Alternate Stewards**

- A. In each Division, employees in the Division shall be represented by one steward on each shift who shall be a regular employee working in that Division. For the purpose of representation the classifications within each division are listed in Article 5.4 of this agreement.

Divisions are:

Maintenance/Custodial      Food Service      Transportation

- B. The steward or officer of the Union may investigate grievances and present grievances to the appropriate Administrator for up to one (1) hour per day without loss of time or pay with the approval of the department administrator or Assistant Superintendent or his/her designee.



- C. The time taken for this function must not impair the efficiency of the District. The steward shall sign out and sign in and follow the approved notification procedure as determined by the supervisor while serving in the function as Union grievance investigator and additional time may be granted by the immediate supervisor.

## **5.3 Grievance**

### **5.3.1 Grievance Procedure**

#### **Definition**

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.

#### **Time Limits**

- A. The time limits specified shall be strictly adhered to and may be extended only by mutual consent of the parties, in writing.
- B. In the event that the Union fails to appeal the grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer.
- C. In the event that the Board shall fail to supply the Union with its answer at a 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 Board's time limit for answering.
- D. All specified time limits herein shall consist only of school or work days.
- E. Any bargaining unit employee having a complaint may process the grievance in the following manner:

#### **Grievance Chain**

- A. Each grievance shall have to be initiated within (7) seven work 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 (7) seven work days after the Union or the aggrieved becomes aware of the cause for complaint. Settlement of grievances initiated more than (7) seven work days after the occurrence due to unawareness shall not be

retroactive to any date prior to the date of filing.

- B. The aggrieved employee shall have the right to representation by a steward. Upon the steward's arrival at the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the steward.

#### Step 1 – Informal/Verbal

If the Union determines that there is proper cause for complaint, then a meeting to discuss the problem shall take place between the grievant and the Building Administrator and/or the Director of Facilities & Transportation and/or the Food Service Director. The grievant may request that the steward attend the meeting.

A written reply regarding this issue will be given no later than 5 (five) work days following the Step 1 meeting. The written reply will be sent to the parties in attendance at the Step 1 meeting and to the Chief Steward and Union President.

#### Step 2 – Written Grievance

In the event that the Union /Grievant is dissatisfied with the result of the Step 1 decision, the Union/Grievant shall have the right to submit a written grievance about the problem to the Assistant Superintendent within (7) seven work days after receipt of written reply from Step 1 meeting.

The Assistant Superintendent will schedule a Step 2 grievance hearing within (7) seven work days of receiving the written grievance. After the hearing, the Assistant Superintendent shall have (7) seven work days to respond to the grievance in writing setting forth a position about the grievance and shall send a copy to the steward, Chief Steward, Union President, and the grievant.

#### Step 3 – Appeal to the Superintendent

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

The Superintendent shall schedule a Step 3 grievance hearing within (10) ten work days after receipt of the Union's appeal notice. The Union may be represented by the steward who handled the grievance, the chief steward, the local president, a council representative and an international representative; the Board may be represented by the Superintendent, his/her representative, the supervisor, and other Board representatives.

The Superintendent and his/her representatives shall render a written decision

on the grievance within (7) seven work days after the Step 3 hearing.

#### Step 4 – Arbitration

If the District and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within thirty (30) working days after the decision of the Superintendent. The grievance shall be considered submitted to arbitration when written notice is submitted to the Superintendent by the Union informing the District of the Union's intent to arbitrate the grievance.

AFSCME Council 25 Arbitration Department shall send a list of Ad-Hoc arbitrators to the Superintendent to see if the parties can mutually accept an Arbitrator.

If the parties are unable to agree, the case will be filed with the American Arbitration Association. In either case, the parties will be bound by the rules and procedures of the American Arbitration Association.

If not submitted, the grievance shall be abandoned, except in an emergency, which is beyond the control of the Union.

#### 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 rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

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

All arbitration hearings shall be governed by the rules of the American Arbitration Association.

### **5.3.2 Computation of Back Wages**

No claim for back wages shall exceed the amount of wages that the employee would otherwise have earned at the regular rate, unless overtime is involved.

## **5.4 Divisions/Classifications**

The job of every employee shall be given a classification. Classifications in each division shall be arranged as follows:

- A. Division: Maintenance/Custodial
  - 1. HVAC, Electrician
  - 2. Multi-Trade Tech, Bus Mechanic
  - 3. Utility
  - 4. Secondary Building Engineer
  - 5. Maintenance Apprentice
  - 6. Elementary Head Custodian
  - 7. Custodian
  
- B. Division: Food Service
  - 1. Head Cook
  - 2. Satellite Kitchen Cook
  - 3. Elementary Cook
  - 4. Helper
  
- C. Division: Transportation
  - 1. Driver

## **5.5 Seniority**

### **5.5.1 Probationary Employees**

- A. New employees hired into the unit shall be considered as probationary employees for the first sixty (60) working days.
  
- B. Once an employee has completed the probationary period, s/he shall be entered on the appropriate seniority list and shall be ranked from the first work date. Probationary employees shall not receive fringe benefits during the probationary period. For purposes of this provision, fringe benefits shall include all insurance coverages, paid holidays and absence days. Probationary employees will accrue vacation time and sick time during the probationary period. This time is retroactive at the end of a successful probationary period. There shall be no distinction between ten-month and twelve-month employees except for longevity computation.
  
- C. There shall be no seniority among probationary employees.
  
- D. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in other sections of this Agreement. The Board shall have the sole discretion in matters of discipline and discharge of probationary employees which shall not be subject to the grievance procedure.

## 5.5.2 Seniority

- A. District seniority shall be used for the purpose of calculating sick days, personal days and longevity. District seniority is defined as the first date of hire for the District.
- B. Beginning February 12, 2001, bargaining unit members shall accumulate seniority on a divisional basis.
- C. 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	68	00	78	47
92	79	16	51	94
53	08	95	88	87
73	97	64	50	34
62	72	17	21	44
56	24	42	67	60
10	07	20	48	41
74	80	30	63	75
31	33	04	02	52
83	39	06	57	93
32	96	65	27	05
82	81	55	66	99
49	76	54	12	14
98	46	90	36	85
25	70	84	59	19
23	45	01	35	26
22	69	15	43	38
18	13	61	29	37
89	91	09	86	03
71	11	58	77	40

- D. The seniority list will show the employee's name, division, and district hire date. An employee who changes Divisions shall have seniority frozen in the Division that s/he has left.
- E. The Employer will keep an up-to-date seniority list and will provide the Union copies at the beginning of each school year. The Local president may request an updated seniority list if changes have been made.

### **5.5.3 Loss of Seniority**

An employee shall lose seniority for the following reasons only:

- A. Resignation.
- B. Termination so long as the termination is not reversed through the grievance procedure.
- C. Except for proper exceptional circumstances when the employee:
  - 1. Fails to return from or apply for/or renew a leave of absence or any other Board approved leave.
  - 2. Fails to return when released by Worker's Compensation.
  - 3. Fails to return when recalled from layoff as set forth in recall procedure.
  - 4. Fails to return from military leave as set forth in the military leave procedure.
  - 5. Is absent for five (5) consecutive work days without notifying the School Administration.
  - 6. Is on layoff for a period exceeding three (3) years or the duration of his/her seniority at the time of layoff, whichever is less.
  - 7. Gives false reason for a leave of absence (as defined in Leave of Absence-Employee Illness or Non-Compensable Leave of Absence) or engages in other employment during such leave.

### **5.5.4 Seniority of Stewards & Union Officers**

- A. Notwithstanding the Union representative's position on the seniority list, the president, chief steward and stewards, shall in the event of a layoff, be guaranteed a position within the Division first on the basis of seniority and qualifications. If no position is available in the protected Union representative Division, the protected Union representative shall be allowed to bump into any lower Division or classification, if qualified. The protected Union representative shall be guaranteed a bargaining unit position based on the officer's seniority.
- B. In the event the classification of a protected Union representative is eliminated, the Union representative has bumping rights into any lower classification or into a higher classification if the Union representative has previously held a position in a higher classification for one (1) year or more and has performed satisfactorily, the Union representative may bump any less senior person in that classification.

- C. Union representatives shall be recalled to work in the event of a layoff on the first open jobs in their Division. The names of the members of the Union who are serving in the above capacities will be submitted to the employer.

## **5.6 Vacancies**

### **5.6.1 Temporary Vacancies**

- A. A temporary vacancy is a position that has been vacant for thirty (30) consecutive work days. The supervisor of the department may, at his/her discretion, post the temporary vacancy in advance of thirty (30) consecutive work days.
- B. If the BOARD determines the need to fill the position, the temporary vacancy will be offered to the senior employee within the building where the vacancy occurs and who is in the same division. All ensuing vacancies shall be filled using the same process.
- C. Any employee who is offered a temporary vacancy shall meet the minimum qualifications for the position.
- D. Employee(s) in temporary vacancies will receive the rate of pay for the vacant position s/he has been awarded.
- E. If a temporary vacancy is unable to be filled from within the building, a posting or a bid meeting for the division will be scheduled within 5 work days to fill the vacancy. The supervisor will determine posting versus bid meeting and provide notice of same to the bargaining unit.
- F. If a temporary vacancy remains unfilled, it will be offered to a laid-off employee (by seniority); otherwise, it will be filled by a substitute.
- G. The initial temporary vacancy will be posted as permanent after one (1) year from the initial event creating the temporary vacancy.
- H. All employees holding temporary vacancies as a result of the initial vacancy will revert to their former position when the employee (who's absence created the temporary vacancy) returns to work or the vacancy is filled permanently.

### 5.6.2 Posted Vacancies

- A. All vacancies not considered as temporary as listed in (Temporary Vacancies) will be considered a permanent vacancy.
- B. Should the BOARD choose to fill the position; the posting will include all of the following:
  - 1. Posted in a conspicuous place in each building
  - 2. Posted for five (5) work days
  - 3. Rate of Pay
  - 4. Requirements for the position
  - 5. When the position will be occupied
  - 6. A job description shall be attached
- C. Upon the closing date of the posting, a list of the bargaining unit members who applied will be sent to the Union president the following day. The Board agrees to fill any such posted vacancy within ten (10) work days of the termination date of the posting. Bargaining unit members must be actively at work to apply for and be awarded any posted position. Actively at work means not on any leave of absence, medical leave, worker's compensation leave, or other type of leave. A bargaining unit member is actively at work if on a scheduled, approved vacation.

### 5.6.3 Bids

Movement within the bargaining unit shall be considered a promotion, lateral move or demotion.

- 1. PROMOTION – shall be defined as a change in classification or division that includes an increase in the employee's hourly rate of pay and/or an increase in regularly scheduled hours. For the purpose of this definition, shift premiums shall not be considered as an increase in the hourly rate. When an employee is promoted to a position within the bargaining unit that includes an increase in the employee's hourly rate of pay, s/he shall be paid at the step closest to his/her current rate of pay (but not less than his/her current rate of pay) plus one (1) step. When an employee's promotion is based solely on an increase in hours, the rate of pay will not change.

Promotions shall be awarded on the basis of seniority and qualifications. Qualifications shall be listed for each position on the job description.

In the event a more senior employee, in the division, is denied a promotion, reasons for denial shall be given in writing to the employee and the Local president. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.



If a promotion is not filled from within the Division, the job shall be posted and employees in other Divisions/Classifications will be considered before considering new hires. When a candidate from another division in the bargaining unit is not offered the vacant position, s/he will be given a reason why s/he was not offered the position.

2. LATERAL – shall be defined as a change of shift or building location within the same division and classification with no change in the employee’s hourly rate and no increase in the regularly scheduled hours. For the purpose of this definition, shift premiums shall not be considered as an increase or decrease in the hourly rate.

Whenever a lateral vacancy is filled, such employee should be expected to remain on the job for a period of not less than one (1) year from the closing date of the bid before being permitted to exercise his/her rights to bid on another lateral vacancy.

3. DEMOTION – shall be defined as movement into a lower classification or division involving a decrease in the employee’s hourly rate of pay and a decrease in the regularly scheduled hours. For purposes of this definition, shift premiums shall not be considered as a decrease in the hourly rate.

#### **5.6.4 Trial Period**

- A. The promoted employee shall be granted a twenty-five (25) working day trial period to determine:
  1. Ability to perform the job.
  2. Desire to remain on the job
- B. At the end of the twenty-five (25) working day trial period, the employee shall have the opportunity to revert. If the employee is unsatisfactory in the new position, s/he may be reverted. Notice and reasons of unsatisfactory work shall be submitted to the employee in writing, by the employer, with one copy to the President. The matter may then become a proper subject for the grievance procedure. If the employee reverts or is reverted, s/he shall revert to the previous position and location.
- C. During the trial period, the employee shall receive the rate of pay for the job s/he is performing at the appropriate salary step on the scale.

#### **5.6.5 Evaluation**

All employees will be evaluated no more than once a year and at least once every three (3) years. The Director of Facilities & Transportation (when applicable) or the Director of Food Services (when applicable) will meet and

discuss with the employee their evaluation. The written evaluation will be given to the employee and they may choose to write an attachment to clarify any difference of perception in the evaluation.

If an area(s) of serious concern is noted in the evaluation, then a plan of improvement will be written and shared with the employee and the Union. The employee will be given a reasonable time to correct these areas(s).

#### **5.6.6 Transfer**

The employer agrees that any transfer will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

#### **5.6.7 Coverage for Absences**

##### **A. TRANSPORTATION DIVISION**

When school is in session and a driver is absent for all or part of their scheduled workday or when additional coverage is needed, the assignment will be covered by a driver as long as it does not interfere with coverage of their regular routes as determined by administration. If the run(s) cannot be scheduled for a driver, then a substitute driver will be called.

##### **B. FOOD SERVICE DIVISION**

When a food service employee is absent, the remaining regular employees in that building shall be offered the option (but need not accept) of each stepping up to the vacant positions, leaving the least amount of hours to the substitute. This shall be done by seniority, not rotated. After an employee refuses the offer to substitute three (3) times in a school year, said employee will not be called for the remainder of that year. In the event all resources have been exhausted to assign a person, the Board reserves the right to assign the least senior employee in the affected building to the vacancy.

Employees required to work temporarily in a higher classification shall be paid at the rate of the higher classification at the step closest to their current rate of pay but not less than their current rate.

##### **C. MAINTENANCE / CUSTODIAL DIVISION**

When school is in session and a custodian is absent from a given building, his/her assignment will be filled in the following order: laid-off custodian, substitute, building overtime list, and district-wide overtime list.

If the Secondary Building Engineer or Elementary Head Custodian is absent when school is in session (Sept. through Mid-June), the position will be filled in seniority order by a custodian employed in that building.

Employees required to work temporarily in a higher classification shall be paid at

the rate of the higher classification at the step closest to their current rate of pay but not less than their current rate.

#### **D. WORK OUTSIDE OF DIVISION**

Any member willing to be on call for work outside of his/her division must sign-up by each October 1 to substitute during their off hours. S/he will be paid at the substitute rate for that work. The intent of this provision is to permit part-time employees to enhance their hours and weekly pay. While it is not the intent of this provision to create overtime, if overtime is earned, it will be paid in accordance with the Fair Labor Standards Act (FLSA).

### **5.7 Severance, Layoff, Recall**

#### **5.7.1 Discipline**

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 condition:

- 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.

#### **5.7.2 Resignation**

Any employee who intends to resign must do so by notifying the Board in writing at least one week prior to the effective date of resignation. Failure to provide such notice will result in forfeiture of Severance of Employment Benefits as described in other areas of this Master Agreement.

### 5.7.3 Layoff

Should the Employer determine the need to reduce the work force, it shall occur as follows:

- A. Probationary employees in the affected Divisions shall be laid off first.
- B. If further reductions are necessary, employees will be laid off by classification in reverse order of seniority (least senior to most senior). Employees who are to be laid off may choose to exercise bumping rights using their seniority and qualification as follows:
  - 1. Into any classification within their division in which they can meet minimum qualifications and in which the movement is lateral or a demotion.
  - 2. Employees who are unable to bump anyone within their Division or classification may then bump a less senior employee in another Division or classification which the employee holds the qualifications as outlined in the job description. In no case shall an employee gain in wages or hours through the bumping process.
  - 3. Employees who are displaced from their work assignment because of a layoff will be allowed to use their seniority to bump for work assignments or as outlined in #1 and #2 above.
  - 4. The Board reserves the right to schedule a “bumping” meeting with the Union and all potentially affected employees to complete this bumping process at a single meeting.
- C. Any employee who has bumping rights as set forth above shall have the right to either exercise the bump or to accept the layoff until recalled.
- D. The employees who are displaced after the bumping process has been exhausted shall be laid off. The employee’s seniority shall be frozen for up to three (3) years or the duration of his/her seniority at the time of layoff whichever is less, or until recalled to a position within the bargaining unit, which ever comes first.
- E. Employees to be laid off for an indefinite period of time will have at least ten (10) work day’s notice of layoff except in emergency. The local Union President or their designated representative shall be sent a list of the employees being laid off.
- F. Laid off employees and 10-month employees may sign up in the Maintenance Office for substitute work in their own Division or in other Divisions on the basis of seniority and qualifications. A copy of the signed

substitute sheet will be given to the president of the Union.

- G. An employee who has been laid off, and who is called to substitute in his/her own Division, will be paid at the substitute rate.

#### **5.7.4 Recall**

- A. Employee(s) shall remain on the layoff list and subject to recall for a period of up to three (3) years or the duration of his/her seniority at the time of layoff, whichever is less.
- B. When the work force is increased after a layoff, the reverse order of the layoff procedure shall be followed.
- C. Notice of recall shall be sent to the employee at the last known address by registered or certified mail.
- D. If an employee fails to report for work within ten (10) days from date of receiving notice of recall, s/he shall be considered to have declined the recall and voluntarily terminated his/her employment.

### **5.8 Working Hours**

#### **5.8.1 Definition of Shift / School Emergency Day(s)**

- A. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days. Each individual's shift shall be established at the beginning of the school year. On days school is not in session, the shift may be altered. Maintenance personnel's shifts may be altered during the school year while school is in session to accommodate snow plowing. Other project-based building needs that cannot be addressed while the buildings are occupied will be scheduled with a minimum of one (1) week's notice to the affected employee(s). Project-based assignments will not exceed one (1) month.
- A. In the event that it becomes necessary to move a position from one shift to another for efficiency and/or economic reasons, then the employee holding that position may elect to accept the new shift or may elect to exercise seniority by bumping into another position in that classification held by any less senior employee.
- B. On those days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms or other

conditions, Maintenance & Custodial employees are expected to report to work. An employee in this division will earn one (1) vacation day for working a snow day up to a maximum of two (2) vacations days per year.

- C. On those days when pupil instruction is not provided due to the previously noted conditions, bus drivers and food service workers shall not report to work. Employees in these two divisions will be paid for the first two (2) school emergency days in a school year. They will not be paid for school emergency days in excess of two unless they choose to use a banked leave day to be paid for the day(s).
- D. Food Service personnel may be asked to report, as needed, as determined by the Director of Food Services.

### **5.8.2 Starting Time**

All employees shall be at their assigned building at their scheduled starting time.

### **5.8.3 Hours Per Day**

The regular full working day shall consist of eight (8) paid hours per day. Included in the regular working day is a duty free unpaid lunch period.

The regular part-time working day shall consist of a fixed number of hours, less than eight (8) hours per day, to be established at the beginning of the school year; but subject to review and possible adjustment at the end of the second month of school and at the end of the first semester.

Head cooks will work a minimum of seven (7) hours per day during the student school year on days school is in session for a full day and are guaranteed a minimum of two (2) hours for any days worked other than full student days.

When food service and transportation employees report for work, they will be paid a minimum of two (2) clock hours.

When a driver is scheduled to commence a field trip within one-half (1/2) hour of the end of her/his regular run, then s/he will remain on the clock.

When employees are called in when they are not scheduled to work, they will be paid a minimum of two (2) clock hours.

### **5.8.4 Hours Per Week**

A regular schedule week shall not exceed forty (40) hours.

### **5.8.5 Break Periods**

Two fifteen (15) minute breaks may be taken by full-time employees (six or more hours). The employee will remain at his/her work site on District premises during

any paid break time unless his/her supervisor has permitted him/her to leave the District. In the case of an emergency situation or when the employee is needed to provide assistance, the employee could be called back to his/her work assignment and provided paid break time at another time during the work day.

Employees who work four or five consecutive hours may take one (1) fifteen minute break. Break times will be established and/or scheduled by the employee's immediate supervisor.

#### **5.8.6 Overtime**

- A. Time and one-half or double time will be computed on the employee's hourly rate of pay including the employee's shift premiums for overtime work and will be paid as follows:
- B. Any hours worked beyond forty (40) hours per week will be paid at the rate of time and one-half (1.5).
- C. All hours worked on a holiday shall be paid at double the hourly rate, plus the holiday pay.
- E. Time and one-half (1-1/2) will be paid for all hours worked on a Saturday providing the employee has worked 40 hours that week. The work week is defined as Monday through Friday.
- F. Double time will be paid for all hours worked on a Sunday.

#### **5.8.7 Overtime and Equalization of Hours**

##### **A. Maintenance/Custodial**

- 1. Overtime shall be paid and shall be chargeable for all hours worked in excess of forty (40) hours in a week. Paid days off (vacation, personal and sick) shall be considered a day worked. Overtime shall be charged at a factor of 1.5 for any hours worked or refused. Double time shall be charged at a factor of 2.0 for any hours worked or refused.
- 2. The method for posting available overtime at each facility shall be established by the building administrator at the beginning of each school year. If signup sheets are not used, the all hours of overtime accepted or refused shall be determined by direct verbal communication between the employee and his/her immediate supervisor (if possible) or by phone. One documented attempt will be made to reach the employee at a number supplied to the supervisor by the employee (employee will update the phone number as needed).

3. Any employee on a leave that exceeds three (3) days shall return at high hours on the overtime list unless no building overtime is offered during the leave. If no overtime is offered, the list remains unchanged and the employee maintains his/her position on the list.
4. Any employee who is on an approved vacation and accepts overtime outside their normal schedule will be charged accordingly.
5. Overtime lists shall be posted weekly during the first part of each working week. These lists shall commence with zero balance on July 1<sup>st</sup>, and shall be carried through June 30<sup>th</sup> of each fiscal year. The order in which the overtime list will begin on July 1<sup>st</sup> shall be in the same order from low to high hours as of June 30<sup>th</sup> beginning with the low hour employee at the top of the list and continue in inverse numerical order with the employee with the highest overtime hours being at the bottom of the July 1<sup>st</sup> list.
6. Overtime hours shall be offered and assigned on a continuing rotational basis. Overtime shall be offered to all employees in the building. When the building overtime list is exhausted, the work will be offered from the district-wide overtime list in this order: employees in the same classification; employees working in the same Division; employees in other divisions. Overtime shall be divided as equally as possible among employees (Secondary Building Engineer, Head Custodian, Custodian) in their building. If there is an error in rotation, the employee will not be charged. If an employee works a split shift at two or more buildings, their overtime hours will be cumulative on overtime lists in their buildings. (Example: 2 chargeable hours at one building and 3 chargeable hours at a second building will give them 5 chargeable hours on both building's overtime lists.)

Employees shall not be charged for refusing weekend overtime if requested after the day shift on Thursday.

**B. Food Service**

1. When a building has more than one cook (satellite cook), the cooks will alternate working and directing on each banquet. Helpers will be called as needed in order of seniority. The head cook/satellite cook will be called whenever an outside group needs the use of the kitchen.
2. Overtime shall be paid for all hours worked in excess of forty (40) hours per week. Paid days off (vacation, personal and sick) shall be considered a day worked.
3. Food Service employees shall be paid at time and one-half (1-1/2) of



their regular rate for each special banquet or dinner for which they work regardless of the number of hours they work per day or per week.

### **C. Bus Drivers**

1. Weekday overtime shall be chargeable for all hours worked in excess of forty (40) hours per week. Paid days off (vacation, personal and sick) shall be considered a day worked.
2. When possible, trips shall be posted and assigned to a driver forty-eight (48) hours prior to the start date/time of the trip.
3. Trips (separate from driver's regular runs) will be assigned in this order:
  - I. Drivers who are on the clock and available.
  - II. Drivers who will not go into overtime by taking the trip and the trip has minimal impact on their regular run. These will be assigned by availability and seniority.
  - III. Drivers who will earn overtime pay by taking the trip. These trips will be assigned by availability and seniority.
4. When a driver is assigned a trip that will involve driving for a period of four (4) hours or more, the driver may take a fifteen (15) minute break at about every four (4) hours. This is to be made a part of a gas stop or a stop to provide a break for passengers. This will be time in addition to the time required for a driver to service the bus at the stop.
5. When a driver is scheduled to commence a field trip within one-half (1/2) hour of the end of her/his regular run, then s/he will remain on the clock.
6. For any trip of six (6) hours or longer, the driver will be reimbursed up to a maximum of seven (\$7.00) dollars for a meal. Drivers will provide receipt for reimbursement.
7. Trips which require overnight stays, will include lodging for the driver(s).

### **5.8.8 Holidays**

Paid holidays are designated as: New Year's Day, two (2) days to coincide with the District's spring break (to be determined annually), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, the day before Christmas, Christmas Day and the day before New

Year's Day. Observance of Martin Luther King Day will be recognized as a paid holiday at such time as the Superintendent or Board determines the entire district is closed and no staff or students report for any reason.

If Independence Day falls on a Tuesday or Thursday, Monday or Friday respectively will be given as a holiday. If the District is open for business on Monday or Friday, the employees shall report for work and overtime will be paid for all time worked as outlined in the overtime section of this agreement. Employees will be paid their current rate based on an eight (8) hour day for the holiday provided the employee is at work the last working day preceding the holiday, and the first working day following the holiday or on a pre-approved vacation day, a pre-approved personal day or a pre-approved sick day. The Board may require proof of reason or illness when an employee requests a pre-approved personal or pre-approved sick day. If the employee fails to provide proof when requested, the employee will not be paid for the holiday.

#### **5.8.9 Bus Run Selection**

- A. At the beginning of the school year each driver will be assigned a series of runs. High seniority drivers will receive the series with the most hours. Seniority will be on a division basis as defined in seniority lists Article 5.5.2, Section A for all purposes in selection of bus runs.
- B. The administration will make all the necessary changes in the runs during the first four (4) weeks of school. At the conclusion of the fourth (4th) week of school all series of runs will be posted along with number of hours needed to drive them. The drivers shall then select a series of runs by seniority.
- C. Any further changes in any runs during the rest of the year which involves one-half (1/2) hour or more of time for any series of runs will result in a posting with bidding by seniority. This will also include any changes in a series which eventually (cumulative) adds up to one-half (1/2) hour or more for a series from the original time which was posted at the conclusion of the fourth (4th) week of school.

## **5.9 Leaves**

### **5.9.1 Sick Days**

- A. All members covered by this Agreement shall accumulate one (1) sick day per month not to exceed twelve (12) days per year with unlimited maximum accumulation. Employees must inform or cause the school administration to be informed of their absence at least two (2) hours before beginning of their shift. Any abuse of sick days may result in loss of pay. Annually, the Board will notify all employees as to the number of sick days they have accumulated to their credit.

The Board may require proof of illness when an employee calls in sick. If the employee fails to provide proof when requested, the employee will not be paid for the absence.

- B. Perfect Attendance Award: Beginning July 1, 2014, an employee who has perfect attendance in any fiscal year (July 1 – June 30) shall receive a perfect attendance award as follows:
  - a. \$300 for employees regularly scheduled 30-40 hours per week
  - b. \$200 for employees regularly scheduled 11-less than 30 hours per week
  - c. \$100 for employees regularly scheduled less than 11 hours per week

Perfect attendance shall not be adversely affected by days off due to vacation, FMLA leave, approved school business leave, jury duty, bereavement days, Union business days or school emergency days.

### **5.9.2 Leave of Absence – Employee Illness**

- A. Prior to the expiration of the employee's sick days, an employee must request a leave of absence in writing to the Board of Education, along with the physician's certificate of disability. Duration of a leave for illness of the employee will not be less than two (2) weeks nor more than one (1) year.
- B. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits. Employees will return to the position and location held at the beginning of the leave up to one (1) year. An employee will use his/her division seniority to obtain a position if his/her position at time of leave no longer exists. First placement attempt should be in current division. If a position is not available based on division seniority, the employee may use his/her seniority in another division to attempt to find a placement.
- C. An employee must give at least a two (2) week notice of intent to return to work, and shall be requested to provide a physician's certificate certifying that the employee is fully recovered and capable of performing the functions

and duties of the position before being reassigned to work.

- D. Employees who are granted a leave of absence for personal illness shall continue to accumulate seniority up to one (1) year from the effective date of the leave of absence. Employees may not bid on positions while on any leave of absence.
- E. An employee on leave shall be considered terminated if he/she cannot return to work after one (1) year from the date of the original leave of absence.

### **5.9.3 Personal Days**

Three (3) days per year out of an employee's sick day accumulation may be allowed for personal leave. These days will not offset bonus days. These may be used for an individual's business which cannot be conducted on other than a work day. The Board reserves the right to ask for and be given proper evidence of the authenticity of the reason given for the absence.

### **5.9.4 Funeral Leave**

An employee shall be allowed up to three (3) funeral leave days for the death in the immediate family. Other days taken for funerals will be deducted from 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. Any employee selected to be a pallbearer for a deceased employee of this system will be allowed one (1) day with pay.

### **5.9.5 Jury Duty**

An employee who serves on Jury Duty will be paid the difference between pay for Jury Duty and regular pay. Employees are required to submit all jury duty documentation and compensation records.

### **5.9.6 Non-Compensable Leave of Absence**

- A. An employee must request, in writing to the Board of Education, a non-compensable leave of absence terminating at a specific date.
- B. Duration of a leave of absence will not be less than two (2) weeks nor more than one (1) year. No extensions of the initial non-compensable leave request will be granted. Leaves may be granted for the following reasons:
  - 1. Serving in an appointed or elected position (Public or Union)
  - 2. Child care
  - 3. Serving in an appointed or selected position within the school district

- 4. Prolonged illness in the immediate family (see 5.9.4 for definition)
- C. If the leave is granted, it will be without pay or insurance benefits except as allowed by Federal law. Service time for increments, longevity, or retirement shall not accumulate while on the leave.
- D. Seniority of bargaining unit members who are granted a leave of absence will be frozen as of the effective date of the approved leave.
- E. Employees returning from a leave of one (1) year or less will return to the position and location held at the beginning of the leave. If the employee cannot return at the end of his/her non-compensable leave, his/her employment will be terminated.

### **5.9.7 Leave for Union Business**

Up to two (2) members of the Union, elected to attend a function of the International Union such as conventions or educational conferences, will be granted time off without loss of time or pay to attend such conferences and/or conventions. The total time per individual shall not exceed five (5) days per year, not accumulative.

### **5.10 Vacation**

#### **5.10.1 Twelve Month Employee – Hired Prior to July 1, 2009**

- A. A twelve (12) month employee, during the first five (5) years of employment, beginning with the first day of the month nearest the first working date, and including only those months or major fractions of months s/he is on the payroll, thereafter shall accrue vacation time at the rate of .833 days per month to a maximum of ten (10) days per year.
- B. During the sixth, seventh, and eighth years s/he shall accrue 1.25 days per month to a maximum of fifteen (15) days per year.

- C. During the ninth through thirteenth years, s/he shall accrue the monthly fraction and yearly maximums as follows.

	<b>Monthly</b>	<b>Yearly</b>
<b>Year</b>	<b>Fraction</b>	<b>Maximum</b>
9 <sup>th</sup>	1.33	16
10 <sup>th</sup>	1.416	17
11 <sup>th</sup>	1.5	18
12 <sup>th</sup>	1.58	19
13 <sup>th</sup>	1.666	20

- D. The employee will be paid at the regular rate of pay during vacation.

Twelve Month Employee – Hired On or After July 1, 2009

- A. Eligibility for vacations shall be determined July 1<sup>st</sup> of any given year. Employees who have been employed for less than a full year will be given a prorated allowance, as applicable.
- B. An employee is eligible for vacation benefits in accordance with the following schedule:

Less than 1 year	Prorated**	
Over 1 year to 5 years	1 Week	(5 Days)
Over 5 years to 16 years	2 Weeks	(10 Days)
Over 16 years	3 Weeks	(15 Days)

- C. The employee will be paid at the regular rate of pay during vacation.

\*\* 5 days/12 months x number of full months employed  
Full Month = employed on the first work day of the month

### 5.10.2 Less Than 12-Month Employees

Less than 52-week employees will be paid a sum at year end in lieu of vacation or may elect to take the accrued days during the work year but subject to the same conditions as 12-month employees. Less than 52-week employees hired to begin work after June 30, 1995 will not be eligible for vacation or vacation pay.

The sum of money and/or the accrual of days shall be based on the following list of monthly decimal accrual rates and yearly maximums:

	<b>Monthly</b>	<b>Yearly</b>
<b>Year</b>	<b>Fraction</b>	<b>Maximum</b>
0- 5 <sup>th</sup>	.5	5
6 <sup>th</sup> - 8 <sup>th</sup>	.75	7.5
9 <sup>th</sup>	.80	8.0
10 <sup>th</sup>	.85	8.5
11 <sup>th</sup>	.90	9.0
12 <sup>th</sup>	.95	9.5
13 <sup>th</sup>	1.00	10
20 <sup>th</sup>	1.5	15

The employee will be paid at the regular rate of pay during vacation.

### **5.10.3 Service to Qualify**

No employee who leaves the employ of the district within nine (9) calendar months of the date of hire shall be eligible for any vacation time, or payments in lieu of the vacation time.

### **5.10.4 Timing of Vacations**

- A. Vacations will be granted at such time during the year as are suitable, considering both the wishes of the employees and efficient operation of the department concerned.
- B. The employer shall notify the employee of approval or denial of their vacation request in writing fourteen (14) calendar days prior to the requested start of the vacation. This shall be waived if the request is submitted less than fourteen (14) calendar days prior to the start of the vacation. See Article 5.10.1 for eligibility.
- C. All accrued vacation days must be taken by June 30 of each year. The Board will not allow vacation days to be carried over from year to year. Any vacation days not used will be lost.
- D. The Board may consider exceptions on a case-by-case basis when an employee is on an approved medical leave and is unable to exhaust their accumulated bank by the June 30 deadline. Any exceptions will be discussed with the Union prior to approval.

### **5.10.5 Vacation Pay If Employment Ceases**

If an employee who has worked at least nine (9) months for the district, is laid off, retires, or quits, (provided the employee gives at least two weeks notice of intent to quit), that employee will receive payment for the vacation time accrued since the last vacation period (or date of hire) at the current base rate of pay.

### **5.11 Veterans**

- A. Reinstatement of Seniority Employees. Any employee who enters into active service in the armed forces of the United States, upon the termination of such service shall be offered re-employment in the previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event s/he will be offered such employment in line with seniority as may be available which the employee is capable of doing at the current rate of pay for such work, provided that the employee reports for work within thirty (30) days of the date of such discharge or thirty (30) days after hospitalization continuing after discharge.
- B. A probationary employee who enters the armed forces and meets the foregoing requirements must complete the probationary period, and upon completing it, will have seniority equal to the time spent in the armed forces.
- C. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
- D. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are required full-time active duty in the Reserve or National Guard provided proof of service and pay is submitted. A maximum of two (2) weeks pay per year is the limit.

### **5.12 Miscellaneous Provision**

#### **5.12.1 Uniform and Coverall Allowances**

- A. All maintenance and custodial employees, upon completion of his/her probationary period, shall be furnished with five (5) uniforms. Coveralls will be made available to the Maintenance Division employees.
- B. Transportation employees shall be provided with five (5) short sleeved polo shirts and one (1) multi-seasonal jacket with the Warren Woods logo upon completion of his/her probationary period.
- C. Uniforms and jackets will be replaced as needed but the employee must



provide the old uniform/jacket to the Supervisor of Facilities and Transportation as proof of needed replacement. Replacement shall not be unreasonably denied.

D. Food Service employees shall be paid according to the following schedule:

Kitchen Helper	\$150.00	Uniform and shoes
Elementary Cook	\$175.00	Uniform and shoes
Secondary/CK Cook	\$200.00	Uniform and shoes

The Food Service Director must approve the uniforms and shoes worn at work. Employees who work less than the full year will be paid at a pro-rated amount based upon the date of hire for that year. For reimbursement all receipts must be submitted by October 1<sup>st</sup> of each school year or 30 days after the end of the probationary period for new hires. New aprons will be provided to food service employees as needed.

### **5.12.2 Physical Examination**

If, in the discretion of the Board, any employee requires a physical examination, the Board will arrange for the examination and pay the costs. The employee will submit to the examination.

### **5.12.3 Commercial Drivers' License**

A. Current State of Michigan Commercial Driver's License (CDL) Group B or higher, including "P" (Passenger) & "S" (School Bus) endorsements are required of all personnel who transport students in a district school bus. Employees operating district vehicles, including all multi-trade tech and utility personnel, are required to have a Chauffeur license. The Board, after giving prior approval to an employee, will reimburse the employee for the license fee. New hires will be reimbursed at the end of their probationary period, provided they then are retained in a driving capacity.

B. All employees will receive their regular rate of pay for all time spent taking a road test and all time spent traveling to and from the designated site.

### **5.12.4 Required Classes**

All employees will receive their regular rate of pay for the time spent in attendance at a school or class required by the district.

### **5.12.5 Mileage Allowance**

When an employee is authorized to use his/her car on school business, reimbursement will be per IRS standard per mile during the term of this agreement, upon submission of a written request. No employee will be required to use his/her vehicle for school business.

### **5.12.6 Summer Help**

Up to five (5) students at any one time may be employed by the district as summer workers and if more are required; ten (10) month employees who are members of the Union will be first offered the additional jobs before employing additional students. If a ten (10) month employee is employed, the rate of pay shall be their current rate of pay at the appropriate step of the Custodian I rate based on the employee's seniority, and s/he shall accumulate vacation days and sick days for each month in which s/he works at least sixteen (16) days. These sick days are to be added to the accumulation and available for use during the employee's regularly scheduled work year, and are not to be used while s/he is working during the summer. The above shall not apply to youth/students whose services are offered to the district but who are paid by another governmental agency. The district agrees not to layoff Union members because of the acquisition of such labor. Members of the Union will not be expected to supervise any of the above in the work to which they are assigned.

### **5.13 Insurance**

#### **5.13.1 Health Insurance**

The plan available to employees is the same plan in place for District administrators.

- A. For employees hired prior to September 30, 1995, the Board agrees to pay the following amount toward the cost for health insurance coverage for the employee and the employee's insurable dependents:
  - Beginning July 1, 2014, the BOARD will pay the Public Employer Contributions Annual Cost Limit (Hard Cap) per MCL 15.563 toward the cost of medical insurance premiums.
  
- B. For employees hired on or after September 30, 1995, the employer will provide the following per month maximum for each employee for health insurance:
  - 1 Person Coverage – Beginning July 1, 2014, the BOARD will pay the Public Employer Contributions Annual Cost Limit (Hard Cap) per MCL 15.563 toward the cost of medical insurance premiums.
  - 2 Person Coverage - \$650 Per Month
  - Full Family Coverage – Beginning the first of the month following Board Ratification, \$750 Per Month

This amount will be applied toward the current plan with any additional cost

being deducted from the employee's paycheck.

Employees who are eligible for and who choose not to take any health insurance plan will receive one thousand, eight hundred dollars (\$1,800) per school year payable in two (2) equal installments in December and June.

- C. For employees retired prior to September 1, 1995, the employer agrees to pay the full premium for hospitalization medical coverage for a retired employee and the employee's insurable dependents, until the death of the retired employee. To be eligible for this insurance, the employee must be eligible for benefits under the Michigan School Employees Retirement Fund and have worked for the district a minimum of ten (10) years.

For employees retiring between September 1, 1995 and June 30, 1996, the employer agrees to pay an amount toward hospitalization medical coverage for a retired employee and the employee's insurable dependents. This amount is capped at the dollar figure in effect during the first quarter following the employee's retirement. To be eligible for this insurance, the employee must be eligible for benefits under the Michigan School Employees Retirement Fund and have worked for the district a minimum of ten (10) years.

Employees retiring after June 30, 1996, will not receive the hospitalization reimbursement benefit from the district.

- D. Effective July 1, 2004, any employee who is protected by an equal or better hospitalization plan through her/his spouse shall not qualify for hospitalization insurance and will receive one thousand, eight hundred dollars (\$1,800) per year in lieu of the Board provided hospitalization Insurance. Such payment will be in two (2) lump sums, payable in December and June. The employee must disclose the availability of this plan in the annual open enrollment process every year.
- E. Any employee assigned to a temporary vacancy of thirty (30) hours or more per week as described in Article 5.6.1 will be entitled to the "in lieu of" benefit payment only if s/he does not already have benefits through their District employment. Employees in temporary vacancy positions will not be eligible for dental, optical or life insurance coverage.

### **5.13.2 Worker's Compensation - On the Job Injury**

- A. Each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive in addition to the Worker's Compensation income, an amount to be paid by the employer sufficient to make up the difference between Worker's Compensation and his regular pay schedule until sick leave time is exhausted.

- B. Sick leave time will be deducted at the same ratio the employer's pay amount bears to Worker's Compensation income.
- C. If an employee is released from Worker's Compensation within one (1) year of injury, s/he shall be reinstated in his/her former position.
- D. The district will continue to pay the premiums for dental insurance, hospitalization insurance, life insurance, income protection insurance and optical insurance for a period not to exceed one (1) year from the date the individual is placed on Worker's Compensation.
- E. No credit shall be earned for longevity while on Worker's Compensation unless days are covered by accumulated sick days.
- F. An employee on worker's compensation leave shall be considered terminated if s/he cannot return to work after one (1) year from the date of the original leave.

### **5.13.3 Life Insurance**

The Board agrees to pay the full premium for a term life insurance plan for each full-time employee while employed. The face value of the coverage is \$25,000 upon death, double the benefits in the event of accidental death or specific benefits as designated in the policy in the event of dismemberment.

Full time is defined as a regular schedule of 30 or more hours per week.

### **5.13.4 Long Term Disability**

The Board will pay the full cost of an insurance policy which will provide payment of 2/3's of an employee's monthly salary if s/he is off work because of accident, injury or illness, provided that the employee normally worked thirty (30) hours or more per week, with payment to begin after sixty (60) days and continuing as required to age 65.

Employees shall be covered by their hospitalization for a maximum of twelve (12) months from the time the employee goes on long term disability insurance.

### **5.13.5 Optical Insurance**

The Board will pay the full premium of an optical insurance plan for each full-time employee and the employee's insurable dependents.

Full time is defined as a regular schedule of 30 or more hours per week.

### **5.13.6 Dental Insurance**

- A. The Board will pay the full premium of a dental plan with the following benefits for each full-time employee and the employee's insurable dependents.
- B. Full time is defined as a regular schedule of 30 or more hours per week.

### **5.13.7 Insurance Liability**

For purposes of all articles and provisions dealing with insurance benefits, insurance coverage for each employee shall begin no later than thirty-one (31) days from the date of hire. The Board, by payment of the premiums required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by said plans. The failure of the insurance carrier to provide any of the benefits for which it has contracted for any reason, except the negligence of the Board, shall not result in any liability to the Board or the Union. However, the Board shall continue to assist employees with the processing of claims and, further, will advise the carrier when the Board or the Union finds the carrier's performance unsatisfactory.

**5.14 Remuneration**

**5.14.1 Wages from Date of Board Ratification (August 11, 2014) – June 30, 2017 for Employees hired prior to July 1, 2009:**

**A. DIVISION – MULTI-TRADE TECH / CUSTODIAL / UTILITY**

CLASSIFICATION

		I	II	III
1.	HVAC, ELECTRICIAN	22.37	23.11	24.43
2.	MULTI-TRADE TECH/BUS MECH*	20.60	21.33	22.62
3.	SEC SCH BLDG ENG **	17.92	18.67	19.84
4.	ELEM HD CUST/MAINT HD CUST**	17.31	18.10	19.24
5.	CUSTODIAN	16.05	16.84	17.95

**B. DIVISION – FOOD SERVICE**

CLASSIFICATION

1.	HEADCOOK	14.89	15.62	16.71
2.	HELPER	11.66	12.23	12.93
3.	ELEM COOK	12.63	13.22	14.19
4.	SATELITE KIT COOK	13.73	14.45	15.43

**C. DIVISION – TRANSPORTATION**

CLASSIFICATION

1.	DRIVER***	16.49	17.21	18.23
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**D. SHIFT PREMIUM**

1. AFTERNOON SHIFT                      \$.35 per hour
2. MIDNIGHT SHIFT                        \$.35 per hour

\* Bus Mechanic – Mechanic receives an additional \$.25/hr for each area of certification as approved by administration.

\*\* \$.25 per hour increase for pool certification so long as there is a pool being used in the building.

\*\*\* Additional \$1.00 per hour while training new drivers.

Per article 5.7.3 B – (2003-2006 contract) employees grand-personed as occupying the position as of 2/2/01 are as follows:

Kim Farnum and Rick Morang

**5.14.1A Wages from Date of Board Ratification (August 11, 2014) – June 30, 2017  
for Employees hired on or after July 1, 2009:**

**A. DIVISION – MULTI-TRADE TECH / CUSTODIAL / UTILITY**

CLASSIFICATION

		<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
1.	HVAC / ELECTRICIAN	19.35	19.70	20.04	20.38	21.13
2.	MULTI-TRADE TECH/BUS MECH*	17.82	18.16	18.50	18.85	19.57
3.	SEC SCH BLDG ENG **	15.49	15.83	16.16	16.49	17.16
4.	ELEM HD CUST/MAINT HD CUST**	14.98	15.31	15.64	15.98	16.64
5.	CUSTODIAN	13.89	14.22	14.55	14.89	15.53

**B. DIVISION – FOOD SERVICE**

CLASSIFICATION

1.	HEAD COOK	12.89	13.20	13.52	13.84	14.44
2.	HELPER	10.08	10.30	10.52	10.75	11.19
3.	ELEM COOK	10.92	11.19	11.47	11.75	12.27
4.	SATELITE KIT COOK	11.88	12.18	12.48	12.79	13.35

**C. DIVISION – TRANSPORTATION**

CLASSIFICATION

1.	DRIVER****	14.26	14.55	14.86	15.15	15.76
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**D. SHIFT PREMIUM**

- 1. AFTERNOON SHIFT      \$.35 per hour
- 2. MIDNIGHT SHIFT      \$.35 per hour

\* Bus Mechanic – Mechanic receives an additional \$.25/hr for each area of certification as approved by administration.

\*\* \$.25 per hour increase for pool certification so long as there is a pool being used in the building.

\*\*\*\* Additional \$1.00 per hour while training new drivers

### **5.14.2 Longevity - Effective July 1, 1989**

The language in this article does not apply to those employees hired to begin work after June 30, 1995.

- A. Longevity pay will be paid to all employees according to the following schedule:
  - 1. After sixty (60) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): \$.20 per hour added to base pay.
  - 2. After one hundred twenty (120) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): \$.10 will be added to the longevity for a total of \$.30 per hour to the base pay.
  - 3. After one hundred eighty (180) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): \$.10 will be added to the longevity for a total of \$.40 per hour to the base pay.
- B. When months of service were in less than eight (8) hour-per-day shifts, the average hours per day per month for the applicable sixty (60), one hundred twenty ( 120), or one hundred eighty (180) month period will be computed and will be used as a basic daily work period against which the percentage will be applied, on current pay scales. The above longevity pay percentage will be computed, added to the gross wage, and paid at the regular pay intervals. The longevity pay will be added to the gross wage and paid beginning with the first pay period which falls at least two weeks after the end of the 60th, 120th, or 180th month of service, whichever applies.

### **5.14.3 Severance**

#### **State Retirement Fund**

The Board shall pay to the Michigan Public School Employee's Retirement Fund the percentage of gross wage of each employee for retirement purposes as required by law.

#### **Severance of Employment Benefits**

- A. Upon retirement, death, or severance of employment due to illness, the school district shall pay \$100.00 per year for each year of service up to thirty (30) years of service in the bargaining unit.



- B. At retirement or resignation, the Board will pay fifteen (\$15) dollars per day for accumulated sick days.
- C. To be eligible for retirement pay an employee must have completed the following:
  - 1. Worked in the bargaining unit a minimum of ten (10) years.
  - 2. Be eligible for benefits under the Michigan Office of Retirement Services or after having worked the equivalent of ten (10) years in the bargaining unit. Should the employee be employed at the time of his/her death, their estate or designated beneficiary shall be eligible for such retirement pay; or should an employee sever their employment due to illness, and is deemed unable to work by a qualified physician, after having worked the equivalent of ten (10) years in the bargaining unit, they shall be eligible for such retirement pay.
  - 3. Ten-month employees shall be eligible for a pro-rated share of retirement pay based on a ratio of the average hours worked per day to a six (6) hour per day provided that their months of service when computed equals ten (10) years of service in the bargaining unit.

#### **5.14.4 Damages - Personal Property**

- A. The Board shall reimburse any employee up to One Hundred (\$100) dollars for the damage or destruction of clothing or personal property having a value of Five (\$5.00) dollars or more. Such damage must occur within a school building or be directly related with the execution of the employee's assigned responsibilities. Such damage or destruction must not be occasioned by carelessness or negligence on the part of the employee. The Board shall not pay for damage or destruction of an employee's property if said property is reimbursable under the provisions of some policy of insurance other than that naming the school district as assured.
- B. An employee must file a claim for damaged or destroyed personal property in writing no later than the end of the work day such damage or destruction occurred. The written claims will include what was damaged, the location, the employee's activity at the time, names of parties involved and any other pertinent facts which will help expedite the claim.

**5.15 Effective Date**


This Agreement shall become effective as of the date of ratification by both parties and covers the period August 11, 2014 – June 30, 2017.


**FOR THE BOARD OF EDUCATION:**

  
\_\_\_\_\_  
Jere Green, President

  
\_\_\_\_\_  
Donald Marx, Vice President

  
\_\_\_\_\_  
Kay Walsh, Secretary

  
\_\_\_\_\_  
Michael Schulte, Treasurer

  
\_\_\_\_\_  
Stacey Derewith-Fici, Superintendent

**FOR AFSCME LOCAL #1675:**

  
\_\_\_\_\_  
Richard Johnson, Council 25

  
\_\_\_\_\_  
Paul Zuccaro, President #1675



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