

# **Master Agreement**

between

Lake Orion Community Schools

and

Local Union Chapter 1472

A.F.S.C.M.E

Council #25 AFL-CIO

**October 15, 2009 – June 30, 2010**

Last Printing: 01-07-10

# MASTER AGREEMENT

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## **MASTER AGREEMENT**

This Agreement is entered into this 15<sup>th</sup> day of October, 2009, between the Lake Orion Community School District (hereinafter referred to as the Board of Education or Employer) and the International Unions of the American Federation of State, County, and Municipal Employees, and Council 25 and its affiliate local Union #1472 (hereinafter referred to as the Union).

### **PURPOSE OF INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly relations for the mutual interest of the Employer, Employee and Union.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the representatives of all levels and among all employees.

### **ARTICLE 1 Recognition**

The Board of Education recognizes the Union as the exclusive representative to the extent required by Act 379 of the Public Acts of 1965 for the purpose of collective bargaining for custodians, bus mechanics, cafeteria workers, bus drivers, bus assistants, bus dispatchers, parking lot attendant, utility person, staff associates, paraeducators, printer, food truck driver, and building and grounds in respect to hours, wages, terms and conditions of employment for the terms of this Agreement.

The following employee groups shall be excluded: secretaries, child care workers, bookkeepers, and Payroll Department employees in the Administration Building, and directors, messengers, crossing guards, and all substitute employees.

### **ARTICLE 2 Management Rights**

The Board of Education, on behalf of the District, except as modified by the specific terms of this Agreement, hereby retains all rights and powers to manage the Lake Orion Community School System. The Union recognizes these management rights, powers, authority, duties, and responsibilities as conferred upon and vested in it by the law of the land, and the Constitution of the State of Michigan, and the United States, i.e., PA.112, ADA, and FMLA, including the right to:

- A. Executive management and administrative control of the school system and its properties and facilities and the activities of its employees during working hours.
- B. Determine methods, means, and personnel to operate the school efficiently.
- C. Hire all employees subject to the provisions of law. To determine their dismissal or demotion, and to promote and transfer all employees within the provisions of this contract.
- D. Discipline/discharge employees because of just cause.

E. The right to subcontract any type of work shall be vested exclusively with the Employer, but subject to the provision of this contract.

F. The Union agrees that State laws pertaining to work stoppages in public school systems shall apply for the duration of this contract.

### **ARTICLE 3 Bulletin Boards**

Bulletin Boards and other established written media of the Union shall be confined to designated places in the respective buildings. The Employer shall provide bulletin boards. The Union will maintain said bulletin boards in an orderly fashion. No obnoxious or inflammatory material shall be displayed on said bulletin boards.

### **ARTICLE 4 Physical Examinations**

In the event any employee covered by this Agreement is required to have a physical examination, the Employer shall assume the cost of such test or examination. The Employer shall designate a reputable physician to perform required tests or examinations.

### **ARTICLE 5 Emergency Closing of School**

A. When there is a school district shutdown due to inclement weather or other natural causes:

1. All twelve (12) month employees are expected to report to work.
2. School year employees, bus drivers, bus assistants, paraeducators, cafeteria and staff associates, shall not report to work for the first three (3) days and shall be paid their regular hourly rate for their regular assigned hours.
  - a. Bus drivers and bus assistants shall not be paid for days beyond the first three (3) days as they are made up at a later date.
  - b. In the event of school closing beyond the three (3) days, paraeducators, parking lot attendants, staff associates, and cafeteria employees shall not report to work and shall not be paid for the day(s). However, if these day(s) are made up later as one-half (1/2) days which would result in loss of work hours and corresponding loss of pay, said employee(s) shall be offered the opportunity to make-up the lost time at a later date but within the same school year.
  - c. In the event that the number of State reimbursed days changes from the current three (3) allowed inclement weather days, this article shall be subject to re-negotiation.

B. If told by the supervisor not to report to work, or if employees are sent home by their supervisor, they shall be paid for their regularly scheduled hours for that day.

**ARTICLE 6**  
**Private use of Equipment**

A. The school bus garage, building, facilities, and equipment shall not be used by an employee for his/her private use without obtaining approval from the Superintendent and/or designee.

B. Tools

1. The Employer agrees to provide to all employees all tools and equipment to do an adequate job as determined by the supervisor of the classification involved.

2. Mechanics shall furnish all hand tools that are common to the trade. The quality of the tools that said mechanics shall furnish shall be sufficient to ensure that the service program of bus maintenance can be carried out successfully. Mechanics' power tools listed and insured by the District, will be repaired upon approval of the Transportation Director.

**ARTICLE 7**  
**Retirement**

A. The Employer without prejudice may retire from service at any time during the year any employee who is unable, because of physical and/or mental limitations, to fulfill the duties of his/her position of employment. The Employer shall attempt to transfer said employee to a position that he/she may be able to satisfactorily perform in the event that such position is available. The employer, with professional advice, shall judge whether or not said employee can satisfactorily perform the duties which he/she may be transferred, and whether there is a position available.

B. All employees who retire from the Lake Orion Schools and who may be eligible for benefits under the Office of Retirement Services fund shall receive pay based on one-half (1/2) their accumulated sick leave days not to exceed fifty (50) days. The rate of pay shall be based on their current pay.

**ARTICLE 8**

**1. Aid to Other Unions**

A. The Employer agrees that it will not negotiate with any other Union, individual, or group of individuals concerning the subject matter of this Agreement: not promote, assist, aid, foster, or recognize any other Unions on this subject matter during the terms of this Agreement.

**2. Union Security**

A. Each employee who on the effective date of this agreement is a member of the Union, shall, as a condition of employment, maintain his/her membership in the Union. Each employee hired on or after the execution of this Agreement shall, as a condition of employment become a member of the Union ninety (90) calendar days after his/her hiring date or the effective date of this Agreement whichever is later, and maintain membership in the Union. Employees who fail to comply with this

requirement shall be discharged within thirty (30) calendar days after receipt of written notice to the Employer from the Union.

B. An exception to the above condition, however, shall recognize that any employee can exercise his/her choice of the following alternate conditions: In lieu of union Membership, any employee may pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of this Agreement. Employees who fail to comply with this condition shall be discharged within thirty (30) calendar days after receipt of written notice of such default delivered to the Employer by the Union.

C. The Employer will deduct from the pay of each employee covered by this Agreement all Union dues or service charges and initiation fees, All deductions shall be made during the last pay period of each calendar month. All sums deducted shall be remitted to the financial secretary of the Union each month in which such deductions are made. Deductions shall be made only after presentation to the employer of signed authorization forms.

D. Deductions shall be made only in accordance with the provisions of said authorization for check-off of dues or service charges, signed by the Employee, together with the provision of the Agreement.

### **3. Limit of Board Liability**

- A. The Board shall not be liable to the Union by reason of the requirements of this Agreement for the remittance as payment of any sum other than the constituting actual deductions made from wages earned by employees.
- B. The Union will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason or actions taken or not taken by the Board for not complying with the Union Security Article.

### **4. Stewards and Alternate Stewards**

A. The Employer recognizes the right of the local Union to designate stewards and alternates from the employees covered by the terms of this Agreement. Such designations shall be limited to one steward and alternate for each of the school buildings located in the school district, and one steward and alternate for transportation, building and grounds, and one for the mechanics. In addition, a chief steward, certified by the bargaining unit, shall be recognized by the Employer. The Union will provide Human Resources with an updated list of the above-mentioned positions, keeping list updated at all times. The authority of stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. Local and/or Council Representatives of the A.F.S.C.M.E., AFL-CIO shall have access to the premises of the School District at any reasonable time during working hours to investigate grievances and other problems with which they are concerned. If practical, the appropriate administrator shall be informed of their presence.
2. The investigation and presentation of grievances of employees within said steward's building or domain to the employer or the employer's representative in accordance with the provisions of this Agreement.

3. The steward and/or alternate may investigate and present grievances to the Employer during his/her regular working hours providing: that the time used for this purpose will not be abused, and stewards or alternates will perform their regularly assigned work at all times.
4. The stewards or alternate stewards during their working hours may in accordance with the terms of this article, present grievances to the representative of the Board of Education. The Superintendent will grant permission and provide sufficient time to the stewards to leave their work during working hours without loss of time or pay subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused.
5. The chief steward will carry any grievance from the building to the superintendent's office, or his/her designee. Stewards will perform their regularly assigned work at all times. Any alleged abuse by either party will be a proper subject of a special conference.
6. Each steward or alternate steward is limited to one monthly union meeting with a maximum of two (2) hours per meeting providing that every effort will be made to complete their assigned responsibilities.

## **5. Union Activity**

- A. Member employees of the Union who are selected for full-time office or position with the Union shall receive at the written request of the Union a leave of absence without pay for a period not to exceed (1) year. Upon termination of said leave of absence, the employee shall be reinstated to his/her former position, or one reasonably equivalent thereto, providing he/she requests reinstatement within the ten (10) days after the expiration of the term of such office or position.
- B. The Chapter Chairperson, Local President, Vice Chair, Chief Steward, or designated representative at his/her expense will be permitted to use personal leave days to attend Union conventions. The total days used by the Union for conventions shall not exceed ten (10) working days per year.
- C. The Union shall be granted release time not to exceed five (5) days or a total of forty (40) hours per year to enable the Chapter Chairperson, Vice Chair, Chief Steward, or designated representatives to conduct business which pertains to the Union. Requests for leave time shall be submitted in writing and approved in advance by the Superintendent of Schools or his/her designee.



**ARTICLE 9**  
**Discharge or Suspension**

- A. The Employer shall not discharge or suspend any employee without just cause. The Employer agrees promptly upon the discharge or suspension of any employee to notify in writing said employee's steward and/or Chapter Chairperson.
- B. Should the Union consider the discharge or suspension to be improper, the Union's complaint should be presented in writing to the Superintendent or his/her representative within two (2) regularly scheduled working days after the discharge or suspension. The Superintendent or his/her designated representative shall give his/her answer to the Union within five (5) regularly scheduled working days after receiving the complaint. If said answer is not satisfactory to the Union, the matter shall be referred to the grievance procedure commencing at Step 5.
- C. The Board and Union agree that the following constitutes just cause for immediate termination of employment and that termination of a union member for the following is not subject to the grievance procedure:
  - 1. Past or recent conviction of a "listed offense" as defined in Section 2 of the Sex Offenders Registration Act.
  - 2. Violation of subsection 1230d(1) or subsection 1230d(2) of the Revised School Code.

**ARTICLE 10**  
**Grievance Procedure**

Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both the Union and the Board to settle the same promptly through the following steps:

**Step 1      Informal Conference**

An employee with an alleged grievance, either accompanied by; the Union Steward or designee, will present facts of his/her alleged grievance to the representative or representatives of the Employer to have his/her grievance adjusted, providing the settlement is not inconsistent with the terms of this Agreement and providing the Steward has been given the opportunity to be present at such settlement.

**Step 2**

- A. Before any potential grievance is reduced to writing and after step 1 has been completed, the issue(s) assessing the potential grievance will be placed on the agenda of the next Labor Management Meeting. An emergency situation may necessitate an unscheduled meeting. If the decision is not made within five (5) working days of the Labor Management meeting, the grievance moves to Step 3.
- B. There shall be established a Labor Management Committee. Arrangements for such Labor Management Meetings shall be set on a monthly basis. Every agenda item must have documentation proving an attempt to solve issue(s) at building level documenting the name of the administrator and union office that has met, along with the date of said meeting. Agenda must be supplied to all members of LMM at least five (5) working days in advance of meeting and stating the name and date of attempted resolution. The purpose of the

Labor Management Meeting is to maintain the highest standard of Labor Relations between the Union and employers. (see also Article 26).

### **Step 3**

In the event that the matter is not resolved by informal conference, the Chapter Chairperson or Chief Steward may, within ten (10) working days after the conference provided in Step 2 reduce the grievance to writing and present the same to the appropriate representative of the employer as set forth in paragraph A, B, C, or D of Step 1 above.

### **Step 4**

The representative of the employer shall give his/her answer, in writing, to the Chapter Chairperson or Chief Steward within ten (10) working days after receipt of the grievance.

### **Step 5**

If such answer does not settle the grievance, the Union may request the Superintendent or his/her designated representative(s) to meet with the Union within ten (10) working days as a fact finding body to consider in good faith any methods of settlement which might be mutually agreed upon, including (non-governmental) mediation, or binding arbitration.

A. If the grievance remains unsettled, the Union may, within thirty (30) working days, request arbitration by written notice to the Employer. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within fifteen (15) working days after notice has been given. If the parties fail to agree to an arbitrator, an arbitrator will be called in accordance with the American Arbitrators' Association. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) working days after the conclusion of the testimony and arguments. The arbitrator shall decide only matters of dispute within the context of the existing agreement and all fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union.

B. Failure at any step of this procedure to communicate the answer on a grievance, within the specified time limits, shall permit lodging an appeal at the next step of the procedure within the time allotted had the answer been given. Failure to appeal an answer within the specified time limits shall be deemed an acceptance of the decision.

C. The time limits specified in this procedure may be extended, in any specified instance, by mutual agreement in writing.

D. The grievance procedures provided in this Agreement shall be separate from, rather than exclusive of, any procedures or remedies afforded to either party by law.

E. All grievances shall be taken up promptly, and no grievance shall be considered or discussed which is presented later than ten (10) working days after the knowledge of the occurrence of the events leading to the grievance.

F. Should either party fail to follow and abide by the grievance procedure set forth in this section, or the decisions which are agreed upon by the parties through the use of said procedures, the offending party shall be denied further recourse to the grievance procedures with respect to said matter. If it is determined by both parties that an honest error had been made, the grievance procedure may be reopened.

G. Once a grievance has been disposed of through the grievance procedure it cannot be brought up again for the duration of this contract.

## **ARTICLE 11 Supplement Agreements**

All supplemental agreements and letters of understanding shall be subject to the approval of the Employer and the Chapter or Local Union.

## **ARTICLE 12 Seniority**

A. Probationary Employees: Newly hired employees shall be considered probationary employees for the first ninety (90) calendar days of their employment. Scheduled work days in which the employee is absent shall not count towards probationary period. When the employee completes the probationary period by accumulating ninety (90) calendar days of employment, he/she shall be entered on the bargaining unit seniority list as of the date of hire. (Exceptions are noted in 1 and 2).

1. If a bargaining unit employee takes a position in the district not included in the bargaining unit, his/her accumulated seniority in the bargaining unit will be frozen not to exceed two years as of the date of the transfer. All bargaining unit rights are severed after two years.

2. In the event the employee returns to the bargaining unit, he/she shall be granted everything under this agreement that his/her accumulated frozen seniority entitles him/her for up to two years.

B. General: Seniority shall be on a school-wide basis and be established for each classification: head custodians, custodians, head buildings and ground, buildings and grounds, head mechanic, mechanics, cafeteria helper, cook and cafeteria manager, food truck driver, staff associates, paraeducators, bus drivers, bus assistants, head bus dispatcher, bus dispatcher, printer, parking lot attendant, and utility person.

C. Seniority List:

1. Upon the Union's request, the Employer shall compile and furnish a seniority list for each job classification, except that such requests shall be no greater than quarterly. The Board will notify the Union of all new hires, discharges, quits, and retirements. The Union will furnish a list of officers and stewards to the Employer by the second week of December, and whenever changes occur.

2. Seniority shall not be affected by race, sex, marital status, or dependents of employee, or whether or not the employee is a member of the Union.

3. Employees hired the same day shall be listed alphabetically by last name at time employee was hired; except that: in the event more than one (1) employee from a substitute list is hired on the same day, their ranking on the seniority list shall be determined by their length of service as a substitute.

D. Loss of seniority: An employee shall lose seniority for the following reasons:

1. He/she quits.
2. He/she is discharged.

3. He/she is absent for three (3) consecutive working days without notifying the Employer, or without the consent of the Employer.
4. He/she does not return to work within ten (10) working days after a certified letter has been sent to his/her last known address notifying him/her of his/her recall from lay-off.

**ARTICLE 13**  
**Lay-off and Recall**

- A. When layoffs become necessary, Management will first notify the Union Chapter Chair and/or Vice Chair. The affected employees shall be notified by certified letter or by personal contact at which time the employee would sign for the notification with the presenter. An employee being laid off will be notified at least thirty (30) calendar days prior to the effective date and time. The employee is responsible to ensure the employer has their correct address.
- B. Seniority within job classifications shall prevail in the layoff/recall of employees. In reducing the work force of a job classification because of lack of work or other legitimate cause, the employee with the least amount of seniority shall be the first employee laid off. The employee laid off with the most seniority in the job classification shall be the first employee recalled. Recalls will be made by certified or hand-delivered letter for which the employee would sign. In the layoff and recall of laid off personnel, the particular work performed by said employee shall be considered an important factor to be decided upon by the Union and Employer.
- C. Each employee being recalled must be notified by certified mail, return receipt requested, and the last known address shall be used. Non-delivery of the certified letter shall be considered as a failure to respond within the time limit and shall result in voluntary resignation.
- D. When the employee is laid off, they shall be permitted to exercise seniority to bump into their former classification held within the school district provided they meet the qualifications.
- E. An employee who is laid off under the terms of the contract and works as a substitute in a bargaining unit position during the period of layoff shall be paid at step one (1) of the current contract in the classification in which they are subbing.
- F. If recalled employee does not respond within ten (10) working days of post-mark of certified letter recalling laid off employee, the laid off non-responding employee shall have voluntarily resigned.
- G. An employee in a layoff status will remain on the recall list for a period of two (2) years or a length of time equal to the bargaining unit seniority whichever is greater.
- H. When an employee is in a layoff status, his/her seniority shall be frozen until such time as they are recalled to work.
- I. An employee on a leave of any kind is subject to the layoff and recall procedure.
- J. Non-acceptance of a temporary position of four (4) weeks or longer in the classification group from which employee was laid off will result in the employee being removed from the recall list.

- K. An employee recalled from layoff shall be reinstated at the same hourly rate as when laid off.
- L. An employee recalled from layoff shall be eligible for a step increase on the anniversary of original hire date (not including the time laid off).
- M. When a laid off employee is recalled all fringe benefits shall be prorated accordingly within the first year.
- N. The district shall notify the Union of all recalls.

**ARTICLE 14**  
**Seniority of Union Representatives**

Notwithstanding their position on the seniority list, Chapter officers, chairperson, vice chairperson, chief steward (with the exceptions of illness) in the event of lay-off of any type shall be continued at work as long as there is a job in their department which they can perform. Qualifications shall be determined jointly between the Union and the Employer.

**ARTICLE 15**  
**Transfer and Promotion**

- A. Qualifications must be met first for consideration of transfer and/or promotion, then related classifications (as specified below), and thereafter district seniority.
  - Dispatchers – head dispatchers
  - Custodian – head custodian
  - Buildings and Grounds – Head buildings and grounds
  - Bus assistants – paraeducators
  - Cafeteria helper – cook – manager
  - Mechanic – head mechanic
- B. Qualifications shall be set by the Employer and posted.
- C. A hands-on and written test may be given by management.
- D. For promotions, Employer will have a sixty (60) day trial period in which monthly evaluations may be performed.
- E. Management will give a twenty (20) working day trial to the transferred employee.
- F. If a transfer or promotion is to a related classification, the employee will be placed at the starting step of the new classification, or at the step of the new salary schedule that will assure an increment.

If a transfer or promotion is to a non-related classification, the employee will be placed at the first step of the new salary schedule of the new classification.

- 1. An employee temporarily transferred or promoted shall receive timely increment pay increases and associated fringe benefits.
  - 2. An employee temporarily transferred or promoted and who is ultimately awarded the position on a permanent basis shall receive retroactive credit for seniority.
- G. The employee shall have the opportunity to revert back to their former position during the first ten (10) working days of the trial period. When this applies to bus drivers, they may revert back to transportation at their seniority hours.

- H. Employees may only transfer one (1) time in a six (6) month period. This does not apply if the transfer would result in an increase in hours and/or wages or shift change for the employee. Involuntary movement (bid meetings, layoffs) does not qualify as a transfer.

Employees in a temporary position may not revert back to their former position unless so requested to by the employer or the temporary position has expired.

Employees in a temporary position may only transfer to a permanent position that is an increase in hours and/or wages than the most recent permanent position they have held.

- I. Employees promoted to a new classification will be placed at the starting step of the new classification, or at the step of the new salary schedule that will assure an increment.
  - 1. An employee temporarily promoted shall receive timely increment pay increases and associated fringe benefits.
  - 2. An employee temporarily promoted and who is ultimately awarded the position on a permanent basis shall receive retroactive credit for seniority.
- J. Temporary vacancies exceeding 12 days, but not more than 30 days, shall receive associated fringe benefits and will be paid pro-rated in-lieu of for medical benefits. Temporary positions exceeding 30 days will receive associated fringe benefits.
- K. Job positions shall be posted within five (5) working days for a period of five (5) working days on the Union (each building) bulletin board. After posting expires, the position shall be filled within ten (10) working days. Time limits may be extended by mutual written agreement between Employer and Union representatives.
- L. Copies of all postings shall be sent to the Chapter Chairperson and the Vice Chapter Chairperson.

## **ARTICLE 16**

### **Military Leave**

The provisions of this subparagraph shall be subject to all applicable Federal laws now in force, or as amended, relating to the rights of returning veterans. Such Federal laws or regulations shall prevail if inconsistent in any manner with the provisions of this paragraph.

- A. Any employee who shall enter into active service in the Armed Forces of the United States shall be given a leave of absence without pay subject to the conditions herein.
- B. Said employee shall retain any rights accumulated prior to his/her leave of absence, and any rights guaranteed under the applicable Federal laws now in force, or as amended.
- C. Such employees, upon termination of such leave, shall be offered reemployment in his/her previous position, or a position of like status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so. In such event he/she will be offered employment, as may be available, which he/she is capable of doing at the current rate of pay for such work, provided he/she meets the following requirements:
  - 1. He/she has not been dishonorably discharged.
  - 2. He/she is physically able to do the work.
  - 3. He/she applied for employment within ninety (90) days after completion of service, or release from hospitalization continuing not more than one (1) year after discharge from services.

D. As used herein, "Armed Forces of the United States" is defined as, and is limited to the United States Army, Navy, Marine Corps, Air Force, Coast Guard, or the Public Health Service.

E. Failure of an employee on a military leave of absence to make application for reinstatement within such ninety (90) days shall be considered as a resignation, and such employee shall lose all employment rights he/she would otherwise be entitled to hereunder.

F. The provisions of this article shall be subject to all applicable Federal laws now in effect or as amended, relating to the rights of returning veterans.

## **ARTICLE 17 Paid Leaves**

Payment is contingent upon the employee giving immediate notice to the employer at the start of his/her absence, and shall be at the employee's regular hourly rate and for the number of hours which are normally worked in a day by said employee up to a maximum of eight (8) hours.

If an employee is unable to report for work because of sickness or other legitimate reason, he/she will, if reasonably possible, notify the Employer at least one (1) hour before the start of his/her regular work period.

### **A. Sick Leave**

July 1st, each school year, each employee covered under this Agreement, who is eligible shall be credited with the number of sick days they should earn during the school year as follows: one (1) day for each full month, or major portions thereof, of continuous employment to a maximum of twelve (12) total accumulation per year. Unused sick leave shall be allowed to accumulate without limit. Probationary employees will accumulate sick days but will not be credited until the completion of the probationary period. \*(0-3 hour per day employees will receive six (6) days each year).

1. Continuous employment shall be decided to have been broken by:
  - a. Three (3) days or more of absence without notice or approval of the Employer, or
  - b. Termination of employment by resignation or discharge.
2. In case of illness or death, as hereinafter provided, an eligible employee will be allowed absence without loss of pay to the extent of earned sick leave days for the following reasons:
  - a. Personal illness
  - b. Serious illness or quarantine in the immediate family, immediate family shall be defined as mother, wife, father, husband, or child.
3. An employee who has been absent five (5) consecutive work days will be required to present a doctor's statement upon return to work. In case of prolonged illness, periodic reports from the doctor may be requested by the Administration.
4. Additional sick pay will be granted to employees who exhaust their accumulated sick leave, subject to the following conditions:
  - a. That a credit of at least twenty-five (25) sick leave days had been accumulated by the employee at the beginning of the school year. School year shall mean the scheduled work year for that employee, and
  - b. That a statement from a qualified physician (either M.D. or D.O.) which

certifies the illness is submitted to the Superintendent's office, and

- c. The additional sick pay shall not exceed one-half (1/2) of the amount that has been accumulated at the beginning of the school year.
- d. That sick pay shall not extend beyond the current school year.

#### B. Funeral Leave

A total of three (3) extra reimbursed leave days per occurrence as defined below may be used by the employees. If the funeral is out-of-state, five (5) days may be used. If the funeral days exceed the allotted number of days, these days shall be deducted from sick leave. Funeral days are not accumulative. Death in the family shall be interpreted to be death of husband, wife, father, mother, son, daughter, sister, brother, grandparent, parents-in-law, sisters-in-law, brothers-in-law, daughters-in-law, sons-in-law, and grandchildren.

#### C. Jury Duty

An employee called for jury duty, or subpoenaed by any other governmental agency, shall be paid by the Board of Education a sum equal to the difference between what he/she is paid by the Government Agency and his/her regular wage or salary for the time he/she serves.

#### D. Personal Business

The Board will allow without loss of pay to the extent of a maximum of three (3) earned sick leave days for personal business. Absence must be approved by the building and/or director, and notice shall be given forty-eight (48) hours in advance, if possible. A verifiable explanation, in writing, must accompany the request. No personal business days may be taken prior to or after holidays or vacation days.

### **ARTICLE 18 Leave of Absence**

A. An employee who requests a leave of absence shall make application in writing to the Director of Human Resources and/or designee.

B. The application of an employee for a leave of absence will be considered by the employer upon its individual merit and circumstances, and the parties agree that the determination of whether or not the requests shall be granted rests solely in the discretion of the Director of Human Resources and/or designee. The decision to approve or deny the request for a leave of absence shall be provided to the employee within one week.

C. A leave of absence without pay, when granted in writing by the Director of Human Resources and/or designee, shall not exceed ninety (90) days at any one time. Renewal in writing may be granted at the sole discretion of the Director of Human Resources and/or designee for additional periods up to ninety (90) days.

D. Any employee taking a leave of absence without prior written approval of the employer shall be considered to have voluntarily terminated his/her employment.

E. Reasons for denial of leave shall be given to the employee in writing.

### **ARTICLE 19 Maternity**

A. An employee, upon medical verification of pregnancy, shall submit written notification to the employer.



B. Maternity/child care leave of up to one (1) year shall be granted upon request. Maternity leaves will be granted in accordance with Equal Employment Opportunity Act of 1972 as amended from time to time. Federal E.E.O.C. guidelines and other applicable State and Federal Statutes, regulations and guidelines shall apply.

C. During the leave of absence, the employee shall not lose any previously accumulated sick leave days or other acquired rights. Prior to the end of her leave of absence the employee shall inform the employer in writing that he/she is willing and ready to resume his/her employment. He/she shall be returned to his/her former position at the time, and suitable medical evidence shall be presented to the employer by said employee certifying that she is capable of performing her duties. If, prior to three (3) months after the birth of her child, the employee does not inform the employer in writing of her willingness to commence his/her duties, or if said employee shall fail to return to work upon the expiration of his/her leave of absence after being requested to do so by the employer or his/her designated representative, he/she shall be deemed to have voluntarily terminated his/her employment.

**ARTICLE 20**  
**Employee Definitions**

A. Twelve (12) month full-time employees will be defined as employees normally scheduled to work thirty (30) or more hours a week, twelve (12) months a year.

B. School year employees will be defined as employees working thirty (30) hours or more per week for the school year.

C. Less than full-time school year employees shall be defined as employees working twenty (20) hours but less than thirty (30) hour per week.

D. Part-time employees shall be defined as employees working less than twenty (20) hours per week.

**ARTICLE 21**  
**Holidays**

A. The following shall be recognized as paid holidays for twelve (12) month employees - fifty-two (52) weeks.

New Year's Day  
Monday Following Easter  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day Following Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

B. The following shall be recognized as paid holidays for school year employees - thirty (30) hours or more,

New Year's Day  
Memorial Day  
Labor Day

Thanksgiving Day  
Day Following Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

C. The following shall be recognized as paid holidays for less than thirty (30) hour employees

Thanksgiving Day  
New Year's Day  
Memorial Day  
Christmas Eve  
Christmas Day  
Labor Day

D. If Christmas Eve, Christmas, New Year's Eve, or New Year's Day falls on a Saturday or Sunday, the following shall apply: The Friday immediately preceding that day shall be the paid day off, providing school is not in session. In the event the Friday is already a holiday, then the following Monday shall be the paid day off if school is not in session. If Monday is already a holiday, then Friday immediately prior to the holiday shall be the paid day off providing school is not in session.

E. If an employee eligible for holiday pay is required to work on a holiday, he/she shall be paid, in addition to his/her holiday pay, one and one half (1-1/2) of his/her regular hourly rate for each hour worked on said holiday.

F. No employee shall be eligible to receive holiday pay until he/she has been employed for a period of at least ninety (90) days.

G. An employee will not receive holiday pay for the designated holiday if he/she is absent without leave the scheduled work day preceding the holiday or the scheduled work day following the holiday provided that such days fall within the same week as the holiday.

## **ARTICLE 22 Vacations**

A. All full-time employees shall be entitled to vacations at their regular hourly rate of pay on the following basis (except those who are hired after 7/1/96):

I. Current Employees (hired before 7/1/96)

One (1) year through four (4) years of service	2 weeks
Five (5) years through twelve (12) years of service	3 weeks
13 years through 19 years of service	4 weeks
20 years of service or more	5 weeks

Employees Hired after 7/1/96

One (1) year through four (4) years of service	1 week
Five (5) years through twelve (12) years of service	2 weeks
13 years through 19 years of service	3 weeks
20 years of service or more	4 weeks

B. The employee shall notify the Employer of first and second choices at least three (3) weeks (fifteen (15) working days) prior to the scheduled regular pay period. Union and Employer will furnish proper forms to request vacation.

## II. School Year Employees

A. All school year employees will receive 10/12 of the vacation schedule in accordance with their seniority.

B. Except for extenuating or exceptional circumstances school year employees with less than eight (8) years seniority will not be entitled to take vacation when school is in session.

C. School year employees with eight (8) or more years of service will be entitled to use a maximum of three (3) days vacation when school is in session.

D. For school year employees, any unused vacations shall be paid and included in the employee(s) last paycheck prior to their anniversary date.

## III. Twelve-Month Employees

A. Twelve-month employees may take their vacation days as earned at any time during the year with the approval of the Employer, subject to the condition that the operations of the school system shall not be impaired, in the event of a conflict regarding vacation periods, the earliest request shall be given priority.

If requests are submitted on the same date, seniority shall govern.

1. Employees may split their vacations into one (1) day segments with the approval of the Superintendent and/or designee.

2. Whenever a paid holiday falls within an eligible employee's vacation period and occurs on a day which is within the employee's regularly scheduled work week, the eligible employee shall be granted an extra day during such vacation period.

3. Consideration will be given to rescheduling vacations on a weekly basis due to accident or prolonged illness occurring after the vacation period has started. Rescheduled days will be charged against accumulated sick leave.

B. If a regular pay day falls during the employee's vacation, and he/she wants advance pay, he/she must make the written request at least three (3) weeks prior to the time of vacation.

C. Twelve (12) month employees may take up to two (2) weeks salary (to be paid and included in the employee(s) last paycheck prior to their anniversary date) in lieu of two (2) weeks vacation. All vacations must be taken during the current year. Vacations are not accumulated or retroactive.

D. Employees who resign or who are discharged shall forfeit all vacation rights, except those who have accumulated one (1) year or more of seniority. Their vacation pay shall be prorated on a monthly basis.

E. Vacations may be scheduled during the year of the employee's service anniversary.

F. Employees not normally scheduled to work during the summer, who work during the summer, will have additional vacation time prorated according to the additional hours worked.

**ARTICLE 23**  
**Insurance**

A. The Board shall provide equivalent coverage to that provided for in the previous contract (effective date July 1, 1992 - June 30, 1996). The Board has the right to select a carrier. (SEE ATTACHED REVISION TO HEALTH CARE BENEFITS)

1. Medical - Coverage equivalent to that provided for the July 1, 1992 - June 30, 1996 contract.
2. Prescription Drugs - The Board shall provide prescription drug coverage. The deductible will be \$10 for generic drugs, \$20 for brand name, when generics are available but not selected and \$10 when generics are not available. Employees hired after September 1, 2006 shall be provided prescription drug coverage; their deductible will be \$10 for generic drugs, \$20 for brand name, when generics are available but not selected and \$20 when generics are not available. All other drug coverage will remain the same.
3. Dental, Hearing and Vision - The Board shall provide fully-paid dental, vision and hearing at the same benefit level currently in existence.

B. Entitlement to these coverages is subject to the following conditions:

1. All employees who work twenty-two (22) hours or more a week are eligible for these benefits with the exceptions listed below.
2. All employees working at least twenty (20) but less than twenty-two (22) hours may take out health insurance, Lake Orion Schools PPOM, by paying one-quarter (1/4) of the premium. The employer agrees to pay three-quarters (3/4) of the premium.
3. School year employees for medical, prescription drugs, dental, vision and hearing coverage - the Board shall provide full year coverage to those employees who otherwise qualify by March 1 of the existing year.
4. Employees averaging less than twenty (20) hours, but more than fifteen (15) hours per week, may elect to belong to the group. These employees must pay the group rate premium through payroll deduction.

(Option) Employees electing not to take health care shall receive an additional \$160 per month in-lieu-of payable bi-annually for the 2009-2010 school year. This may be accepted in cash or the Tax Shelter Program.

To receive the in-lieu of amount per month or TSA (payable biannually) in-lieu-of health care, you must work twenty-two (22) hours per week or more.

C. The Board shall provide for all school year and twelve (12) month employees who work an average of twenty-two (22) hours or more per week, group life insurance protection in the amount of \$20,000 to be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Coverage shall cease with termination of employment,

Employees working less than twenty-two (22) hours per week but more than nine (9) hours per week shall receive a \$10,000 life insurance coverage.

D. The Board will terminate health care benefits and life insurance coverage sixty (60) days after the employee's sick leave is exhausted. If the employee wishes continued coverage, he/she may make arrangements through the Payroll Office to continue coverage on a contributory basis. The payments are due in advance and must be in the Payroll Office by the 5th of the month.

E. Long-term disability insurance will be paid by the Board to all employees normally scheduled to work thirty (30) hours or more per week, the elimination period will be sixty (60) days.

F. Worker's Compensation: Any employee who is absent because of an injury or disease which is compensation under Michigan Workers' Compensation Act may elect to use his/her cumulative sick days, prorated, to receive the difference between the Workers' Compensation benefits and his/her average full pay, excluding overtime pay. Injuries shall be reported by the employees to their supervisors as soon as possible, but no later than three (3) calendar days after occurrence. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate and if he/she is required to report back during working hours to the doctor, he/she will be paid for the time lost.

## **ARTICLE 24 Diversified Categories**

### **Transportation**

#### **1. Assignment of Routes**

A. On Monday the week prior to the first day of school runs will be set out for preview. On Tuesday the week prior to the first day of school, a special meeting shall be held for the selection of routes, consisting of a basic package and a mid-day package, not to exceed eight (8) hours per day.

1. The basic package will consist of a.m. and p.m. runs.
2. The mid-day package may consist of any run beginning after the last school starting time and before the first school dismissal time.
3. The basic packages and mid-day packages shall be selected by seniority. Drivers absent will be allowed to delegate their selection to another driver (in writing), or they will be assigned the most time available for their seniority.
4. Basic packages are guaranteed two (2) hours in the a.m. and two (2) hours in the p.m.
5. All transportation employees will receive insurance or in lieu of insurance stipend.

B. During the first thirty (30) minimum to forty-five (45) maximum calendar days, pay will be based on the hours selected or hours worked, whichever is greater.

C. There will be a reselection of packages by seniority on or before November 1<sup>st</sup>.

D. No posting of routes or bumping before the second selection and/or the last thirty (30) calendar days of school.

#### **II. Run coverage for Absences:**

A. Regular drivers will be used to substitute when available.

B. When a basic package becomes available for six or more days:

1. Temporary vacancies will be posted for twenty-four (24) hours prior to assignment.
2. Regular drivers may sign up for additional time on a temporary vacancy posting when it exceeds their current hours by eighteen (18) minutes or more.
3. Regular drivers who substitute in a temporary vacancy will drive that run for the duration of the vacancy. When a temporary vacancy exceeds twelve (12) days, associated fringe benefits apply.

C. If a mid-day should become available after second selection, it will be posted. Any driver will be allowed to apply for this mid-day (even those who do not have the 18 minute difference). The highest seniority driver who applies for the run will have the mid-day added to their run; their resulting run will not be posted. A driver will not be allowed to take a mid-day if it puts them over eight (8) hours on any day of the week, the mid-day will be taken from them and they will be reprimanded. It is understood that the mid-day has to fit in the driver's current a.m./p.m. package and must be an increase in total hours and cannot be equal to mid-day already held.

D. Dispatcher Substitute List

1. The list will be comprised of the two (2) most senior drivers who are qualified.

III. Posting and Bumping

A. After the second re-selection period a driver(s) hours, which are in effect at that time, shall become an employee(s) guaranteed hours unless they are subsequently increased as a result of the bidding process. Benefits shall be based on such guaranteed hours provided they are at least 4.4 hours.

B. If there is an increase in time, the driver will be paid the increased time. A decrease in time will not decrease pay or benefits below the guaranteed hours.

Drivers must remain at work for the amount of time paid.

Runs increased in time by eighteen (18) minutes or more shall be posted but bids will be limited to those drivers who would receive at least an eighteen (18) minute increase in time.

IV. Field Trips

Payment schedule for field trips:

	<b>Step 1</b>	<b>Step 2</b>	<b>Step3</b>	<b>Step 4</b>	<b>Step 5</b>
2009-2010	\$15.12	\$16.16	\$17.21	\$18.07	\$18.77

Guaranteed hours will apply before the above rates are effective if the field trips take place during a normal schedule run. Overtime will be paid based on the above rates.

Definitions:

School Sponsored - Any trip sponsored by a school employee acting in a school employee capacity.

School Affiliated Sponsor - Any sponsor affiliated with the school, such as PTO's, booster clubs, etc.

Private Sponsor - A person or group not affiliated with or employed by the school district, such as church groups, Youth Assistance, etc.

School-Hour Trip - Any trip taken during school hours requiring students to be taken from scheduled classes.

After School Hour Trip - Any trip taken after school or weekends that does not require a student to be taken from scheduled classes. With the following exceptions, all field trips shall use the Orion Schools' busses and be driven by Lake Orion Schools' bus drivers. Exceptions:

- a. All "in-district" elementary field trips may be transported by private carriers arranged by the sponsor in charge and with the approval of the building principal.
- b. Two (2) out-of-district field trips yearly per elementary may be transported by private carrier arranged by the sponsor in charge and with the approval of the building principal.
- c. It is agreed that students on group trips involving small numbers such as tennis teams, wrestling groups, golf teams, cheerleaders, etc., may be transported by private carriers arranged by the sponsor in charge and with the approval of the building administrator,

All field trips shall use Lake Orion Schools' busses and be driven by Lake Orion Schools' bus drivers. The following guidelines shall be used to determine what constitutes a field trip;

1. School-hour trips sponsored by the school or school affiliated groups shall be considered field trips. Any school-hour trip taken by a private group may or may not use school busses at their option. Further, a trip by any private group, which involved an entire specific classroom of students, shall be deemed instructional and/or educational in nature and thus be considered a field trip.
2. After-school-hour trips sponsored by the school or school affiliated groups that are instructional or educational in nature shall be considered field trips. After-school-hour trips sponsored by private groups shall not be considered field trips. Further, any trip taken for a purely recreational purpose, whether school sponsored, school affiliated, or privately sponsored, shall not be considered a field trip.
  - a. Field trips are additional work and are optional for regular drivers.
  - b. Regular drivers will sign up for trips at the beginning of each school year.
  - c. All field trips will be assigned on a seniority rotating basis by hours. Drivers canceling two (2) consecutive trips within 24 hours of scheduled field trip will be removed from list for the remainder of the school year. A minimum of three (3) hours pay shall apply for trips cancelled within one (1) hour or less of scheduled field trip.
  - d. Drivers will not be charged for hours when refusing a field trip with less than forty-eight (48) hours notice.
  - e. Drivers who turn down a field trip because of conflicting personal schedules shall be charged with the same hours as the assigned driver.
  - f. Drivers assigned to a trip on Saturday, Sunday, holiday, or when school is not in session must work their entire day on the last regularly scheduled day prior to the trip.

- g. Drivers assigned a field trip starting after the end of a school day must work their entire day prior to the start of the trip.
- h. Once a field trip is assigned and posted it will not be changed unless the trip has been cancelled, refused by the assigned driver, or the assigned driver is absent from work.
- i. Field trip drivers will have twelve (12) minutes in the compound plus road time prior to pick up time. The return time will include road time plus eighteen (18) minutes in the compound to fuel, properly clean, and secure vehicle.
- j. Drivers assigned to a field trip that is during their regular run will be paid their guaranteed run hours. Any hours beyond the driver's guaranteed run hours will be paid at the field trip rate.
- k. Regular route hours will not be charged as field trip time.
- l. Overtime hours will be charged as hours worked.
- m. Regular drivers who sign up during the school year will be charged with the maximum number of hours held by a field trip driver.
- n. Drivers absent five (5) consecutive days or more will be charged with the number of hours they would have otherwise worked.

#### V. Overnight Field Trips

Driver room accommodations will be reserved and paid by the sponsoring party at the time of the trip.

#### VI. Summer Driving

- A. Thirty (30) calendar days prior to the last day of the Lake Orion school year, the Employer shall post a sign-up sheet for summer work. On seniority basis drivers shall have their choice of one (1) program only. Summer runs will start after the last day of Lake Orion's school calendar.

#### VII. Determining Driver Times

- A. Total package time will be determined to the nearest one-tenth (1/10th) hours; i.e., six (6) minutes. Pay for deviation from scheduled punch-in and punch-out times must be approved by the employer.
- B. Deviations from the schedule will be held to the minimum but may take place when dictated by road and/or unusual school conditions.
- C. All vehicles will remain in the compound when not on assigned runs or as authorized by the employer.



D. Driver times must be computed in the following manner:

A.M.

- 12 minutes in the compound
- Road time to the first stop
- Road time to the garage
- 6 minutes in the compound

MID-DAY

- 6 minutes in the compound
- Road time to the first stop
- Road time to the garage
- 6 minutes in the compound

P.M.

- 6 minutes in the compound
- Road time to the first stop
- Road time to the garage
- 12 minutes in the compound

Daily duties for compound time are fueling, cleaning, and washing of vehicle and safety checks.

VIII. Transportation Vacation Days

Vacation days will be paid guaranteed run selection hours from the opening day of Lake Orion Schools' (excluding Year-Round school(s)) until June 30th. The hours taken for vacation will be based on the hours of the current run. If days are not taken by June 30th, payoff shall be based on the selected hours on the last day of the Lake Orion Schools (excluding Year-Round school(s)) calendar. For vacation days taken between July 1<sup>st</sup> and opening day for Lake Orion Schools (excluding Year-Round school(s)) their vacation day(s) will also be based on five (5) hours.

IX. Payment Schedule

**Drivers**

- A. Drivers driving only Lake Orion students will be paid their guaranteed hours per Lake Orion school calendar.
- B. Drivers driving only out of district students will be paid their guaranteed hours per the out of district school calendar.
- C. Split run, Orion and out of district, will follow Lake Orion school calendar when Lake Orion is scheduled, and out of district when Lake Orion is not scheduled. When Lake Orion is not scheduled, a 2.5 hour minimum guarantee will apply.

**Bus Assistants**

Bus Assistants (Special Education) (dictated by the needs of special education students) and supervised on a daily basis by the Director of Transportation.

Professional development is required for all bus assistants up to five (5) days per year (not including weekends). Regular rate of pay will be paid to bus assistants for professional

development required by the district. Professional development will be scheduled for non-student days.

### **Cafeteria Employees**

A. Meals will be provided at no charge to all cafeteria employees working four (4) or more hours.

B. Employees working four (4) hours will be entitled to a 15-minute break. Employees working five (5) hours or more will be entitled to a 30-minute lunch.

C. Cafeteria employees will be required to work at least one (1) regular scheduled day but up to two (2) days before/after scheduled year. The number of hours worked for each of these two (2) days shall be based on the number of scheduled hours.

D. Professional development is required for all food service employees up to five (5) days per year (not including weekends). Regular rate of pay will be paid to food service employees for professional requirement required by the district. Professional development will be scheduled on non-serving days.

### **Custodians**

A. No custodian shall open a building for any groups without having been notified by the administrator/designee. When there is an activity within a school building the head custodian shall be notified.

B. Custodial employees shall be entitled to two (2), fifteen (15) minute rest periods, one (1) in the first half of the shift and one (1) in the second half of the shift.

### **Staff Associates**

A. Staff associates, within a building, will be called to substitute for a secretary, if qualified. A staff associate will also be called to substitute for another staff associate within the same building when the time exceeds their current hours by 30 minutes or more.

B. First aid training for those who have not had training shall be made available to playground staff associates. Arrangements for the training will be made by the Administrator. Other staff associates who request training will also be considered. If a substitute must be hired during the training period, the expense will be accepted by the employer. If the training time is conducted after working hours, the trainee will be paid at their regular hourly wages.

C. Staff associates will be required to work one (1) regular scheduled day after the last full day for students and one (1) regular scheduled day prior to the first day for students the next year. The number of hours worked for each of the two (2) days shall be based on the number of scheduled hours.

D. When necessary, medical training will be provided by the Special Education Administration.

### **Paraeducators**

A. Paraeducators must meet NCLB or equivalent requirements.

- B. To become certified as a paraeducator 105 hours must be spent volunteering in a special needs classroom – 52 ½ of those hours may be earned as a sub paraeducator.
- C. Placement of volunteer hours will be arranged by Special Education Administrator.
- D. A log sheet must be filled out by either the special education teacher or special education administration for the 105 required hours. Log sheet reflecting 105 required hours must be signed by Special Education Administration prior to qualifying for paraeducator position.
- E. Paraeducators must have current CPR and First Aid certification. Recertification is the responsibility of the employee. Employer must not incur any cost or work loss due to recertification.
- F. A paraeducator in K-12 classrooms will be accompanied when assisting a student in the bathroom.
- G. Medical training, by a medically trained individual or a person so designated by the Special Education Administration, will be provided by Lake Orion Community Schools' Special Education Administration, when required.
- H. Paraeducators will be required to work one (1) scheduled day before the start of the student year. The number of hours worked shall be based on the number of paraeducators' regularly scheduled hours. This day may be used for professional development.
- I. Professional development of up to five (5) days per year (not including weekends) is required for all paraeducators. Regular rate of pay will be paid to paraeducators for professional development required by the district. Professional development will be scheduled during non-school hours.
- J. Some special needs' classrooms require paraeducators with specially-trained skills. When posting/filling positions of those classrooms, Special Education Administration will fill position based on qualifications and seniority.
- K. A 30-minute on-call lunch period will be provided to paraeducators who work a minimum of five (5) hours per day.
- L. In the event of a layoff, the laid off paraeducator may be placed in another position within the special education program with equal or greater hours. If no position with equal or greater hours is available for which the paraeducator is qualified, the paraeducator will be placed in a vacant position until one of like hours becomes available. This placement will be as designated by the Special Education Administration and will be one in which the paraeducator is qualified.
- M. Postings for paraeducator positions will include "experience" or the skill/training necessary skill for the special need classroom.

## **Summer Work Schedule**

Summer work schedule for custodians, building and grounds, dispatchers, and mechanics begins the first week after the last day of the school year and terminates two weeks before teachers report for duty.

With approval of supervisor the work schedule for employees will be ten (10) hours daily, and four days per week. The two extra hours per day will be at the regular hourly pay rate. Employees will be scheduled to work from Monday through Thursday, or Tuesday through Friday, on a rotating basis.

Schedules will be arranged in such a way as to ensure that each building will be covered from Monday through Friday. At least one employee must be on the job during the work day.

In the event that it is impossible to develop a four (4) day schedule and still have an employee on the job from Monday through Friday in a particular building, the employees of that building will work an eight hour day for five (5) days.

The summer schedule will be reviewed annually by representatives from both the Union and the Board.

## **Clothing and Uniforms**

A. The school system shall provide four (4) sets of uniforms to each custodial employee and the parking lot attendant; color and style to be determined by a committee of Union and Management representatives. All custodial employees must complete their probationary period before they will be issued uniforms. One coverall will be furnished each head custodian. It will be replaced once every three years maximum. Uniforms must be worn during normal working hours. Uniforms must be kept clean and in good repair, name tags are not to be removed. Uniforms will be changed as existing ones wear out. When badly worn or damaged they must be given to the Director of Building and Grounds for replacement.

B. Mechanics and building and grounds employees shall receive uniform laundry service and one (1) Carhart coverall to be replaced on a wear and tear basis.

C. The school system agrees to furnish colored aprons for cafeteria employees.

Cafeteria workers and the food truck driver will receive uniform/shoe allowance of \$170 per year less than full time (less than 5 hours per day) or \$220 per year for full time (more than 5 hours per day). (Receipts are required for reimbursement.) Reimbursement for uniforms/shoes for work will take place four times a year. This reimbursement shall be the second pay period in September, December, March, and May. If an employee is hired and/or transfers into the Food Service Department at a time other than prior to the students' first day of school, the Employee's uniform/shoe allowance will be pro-rated their first year in accordance with their food service seniority date.

## **ARTICLE 25 Health, Safety, and Labor Management**

A. A safety committee shall consist of representatives from both parties numbering not more than three (3) persons from each party. This committee shall meet periodically for the purpose of reporting and making recommendations to the administration.

B. Employees shall not be held responsible for the actions or damages by students providing that the employee has not done what might reasonably be expected of a person in his/her situation.

## **ARTICLE 26 Wages and Hours**

It is recommended that the requirements of maintaining a school system make the setting of definite working hours impractical. The employer within the provisions of the Agreement shall have the right to alter or change the work week.

A. All employees: The regular work week shall be not more than forty (40) hours, consisting of eight (8) hours per day or ten (1) hours per day.

B. The first shift may start on or after 5:00 a.m. but not later than 9:00 a.m.

C. The second shift may start on or after 11:00 a.m. but not later than 4:00 p.m.

D. The third shift may start on or after 6:00 p.m. but not later than 12 midnight.

E. No shift may be changed to avoid the payment of overtime. Any dispute over this matter shall be subject to the grievance procedure.

## **ARTICLE 27 Overtime**

A. Overtime will be paid at the rate of time and a half.

B. Overtime will be paid after eight (8) hours per day. An exception will be made for employee(s) working ten (10) hours per day; those employee(s) shall be paid overtime for time worked in excess of ten (10) hours per day.

C. Overtime will be computed on the basis of fifteen (15) minute intervals or major fractions thereof.

D. Overtime will be paid for work performed on Saturdays, Sundays, and Holidays. The exception would be when a work week doesn't begin on Monday, the 6th and 7th day pay would be at time and a half. Overtime will begin on the 5<sup>th</sup> day for employees working ten (10) hours per day.

E. Overtime will be divided on an equitable basis within each building or unit. Overtime that is refused will be charged as time worked. In cases of refused overtime the employer may call in an employee from another building unit.

F. In the case of an emergency the employer will expect the employees to work the necessary overtime to remedy the situation,

G. If an employee works in a higher classification, he/she shall be paid the rate of the classification to which he/she is assigned, if an employee works in a lower classification, he/she shall receive his/her regular rate of pay. Such assignments to a different classification of work must be the responsibility of management.

In the event school is cancelled the employee working the day before and day school resumes shall receive pay at that rate.

H. Employees may elect comp time in lieu of wages for overtime hours worked. Employees must make their choice at the time additional hours are offered for either comp time or wages for all hours worked. Comp time must have advanced administrative approval.

**ARTICLE 28**  
**Call-in Pay**

A. A minimum of three (3) hours will be given as "call-in" pay, but shall not exceed the regularly scheduled shift. Call-in time, after regular shift, will not be less than three (3) hours for cafeteria employees. The minimum of three (3) hours does not apply to the continuation of a shift.

**ARTICLE 29**  
**Paid Lunch Periods**

Employees working the second and third shifts shall have a thirty (30) minute paid lunch period.

**ARTICLE 30**  
**Employee Education**

A. The Board of Education, as it deems necessary, shall provide opportunities for in-service training sessions for all employees.

B. Employees required to attend classes or training sessions during other than regular working hours, will be compensated at their regular rate of pay for the required hours of attendance.

C. Mileage will be paid if required classes are outside a twenty (20) mile radius from Lake Orion.

D. An annual cash allowance will be given any Lake Orion non-instructional employee who acquires certified hours of public service instruction as follows:

	<u>2009-2010</u>
100 hours	\$155.00
200 hours	\$244.00
300 hours	\$295.00

Approval for educational hours must be obtained in advance from the Assistant Superintendent of Human Resources. It must be determined that the educational hours apply to the job performance and increase of skills required of the person applying.

Allowance will be paid in a lump sum at the end of each school year.

E. The Employer shall reimburse employees whose job descriptions require a CDL license for subsequent renewals of chauffeur's license, CDL and bus driver endorsements.

**ARTICLE 31**  
**Separability and Savings Clause**

A. If any provisions of this agreement, or any schedule attached hereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of any provision or schedule should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any schedule thereto, or the application of such provision or schedule to persons or

circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

- B. In the event that any provision, or schedule, is held invalid or, enforcement of, or compliance with, which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, and/or the Employer for the purpose of arriving at a mutually satisfactory replacement for such provision or schedule during the period of invalidity or restraint.

**ARTICLE 32  
Longevity**

A. All employees, as defined in Article 23, Sections A, B, C, and D, who have been employed by the District fifteen (15) years or more shall receive a longevity supplement as spelled out below. The longevity will be paid the first pay in November of each year. Longevity will be computed from date of hire.

**LONGEVITY PAYMENTS**

**15 Years or More:**

	<b>2009-2010</b>
Category A, B	\$555.00
Category C	\$279.00
Category D	\$139.00

**20 Years or More:**

	<b>2009-2010</b>
Category A, B,	\$1110.00
Category C	\$ 555.00
Category D	\$ 278.00

B. Employees transferred from one employment category to another as defined in Article 24, Sections A, B, C and D will receive longevity payments on a prorated basis, based on the number of years in each employment category.

**ARTICLE 33  
PERFECT ATTENDANCE STIPEND**

A perfect attendance stipend will be paid at the end of the fiscal year (July 1) to employees who have attained perfect attendance during the preceding year according to the following schedule:

	<b>2009-2010</b>
12-Month Employees*	\$828.00
School Year Employees*	\$414.00

Those scheduled to work less than eight (8) hours per day shall have their perfect attendance stipend reduced on a pro rated basis.

Perfect attendance shall exclude absences for holidays, vacations, funeral attendance so defined by the contract, and jury duty. All other absences shall be counted as days absent and shall cause the person to be ineligible for the perfect attendance stipend during that fiscal year. Eligibility starts the first full fiscal year of employment (fiscal year as July 1 through June 30). Summer hours driven by bus drivers will not count towards perfect attendance.

**ARTICLE 34  
MILEAGE**

Those employees, who are required to use their own vehicle to conduct school business, shall be reimbursed at the current IRS rate.

**ARTICLE 35  
TEMPORARY AND SUB EMPLOYEES**

- A. From time-to-time, the Board may employ temporary, non-union employees. However, in no case will the period of employment of these temporary employees exceed ninety (90) calendar days at one location, and in no case can a temporary employee replace a permanent employee.
- B. The rate of pay for the temporary employee will be the rate established for the initial starting rate of the classification after thirty (30) days in each temporary position.
- C. Fringe benefits contained in the agreement will not apply to non-union temporary or sub employees.
- D. Temporary union jobs lasting more than 90 calendar days at one location shall be posted after 90 days, but only as a temporary position.

**ARTICLE 36  
BANQUET/CATERING**

- 1. Banquet/Catering is defined as work done for any off-site catered event.
  - A. The pay rate will be \$10.00 per hour.
- 2. Banquet/Catering is additional work and is optional for the regular cafeteria employees.
  - A. Regular cafeteria employees will sign up for the Banquet/Catering assignments at the beginning of each school year.
  - B. All Banquet/Catering employees shall be assigned by seniority on a rotation basis.
- 3. Employees assigned to the Banquet/Catering program will be paid at the hourly rate stated above and banquet and catering hours will not exceed forty (40) hours per week, including hours worked during their regularly scheduled job assignment. As a result of the employees working the banquet and catering hours, no employee shall accrue overtime. The Banquet/Catering program hours worked will not accrue towards seniority or any other associated benefits of the AFSCME contract.
- 4. An employee refusing three (3) consecutive banquet/catering jobs will be removed from the sign up list for the remainder of the school year.

**ARTICLE 37  
USE OF PAST RECORD**

Written reprimands may be removed from the employee's personnel file at the discretion of the Assistant Superintendent of Human Resources after eighteen (18) months on file.



**ARTICLE 38**

**AFSCME**

**2009-10 Pay Scale frozen from 2008-2009**

<b>Hourly Rates</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Head Bldgs/Grounds	18.00	18.69	19.51	20.19	20.99
Building/Grounds	17.32	17.99	18.72	19.48	20.30
Head Custodian	17.79	18.50	19.19	20.08	20.85
Custodian	17.12	17.80	18.50	19.38	20.18
Head Dispatcher	17.79	18.86	19.99	21.20	22.05
Bus Dispatcher	16.01	16.97	17.97	19.03	19.77
Bus Driver	15.73	16.66	17.63	18.71	19.44
Bus Assistants	12.18	12.96	13.35	13.86	14.38
Head Mechanic	18.08	18.77	19.64	20.70	21.42
Mechanic	17.32	18.00	18.83	19.84	20.65
Cafeteria Helper	11.57	12.21	12.94	13.42	13.85
Cafeteria/Cook	12.47	12.83	13.35	14.03	14.58
Cafeteria/Manager	15.48	15.92	16.44	17.09	17.79
Food Service Drive	17.12	17.80	18.50	19.38	20.18
Utility Person	12.03	12.74	13.51	14.31	15.16
Staff Associate	11.50	12.08	12.79	13.18	13.76
Paraeducators	12.96	13.35	13.86	14.38	14.93
Printer	16.72	17.72	18.79	19.90	20.71
Parking Attendant	10.45	11.08	11.73	12.46	12.95

All Head Custodians, Head Mechanics, Head Dispatcher, and Head Buildings and Grounds shall be paid an additional fifteen (\$.15) cents per hour for each employee working under his/her direction, including himself/herself.

Mechanics hired after July 1, 1996 will be paid twenty-five cents (\$.25) per certificate per hour for certifications which are directly associated to their job responsibility and classification as per Article 35.

Bus driver trainers will receive an additional \$1.00 per hour only during training time.

**ARTICLE 39**  
**SCHEDULE A (1)**  
**LAKE ORION COMMUNITY SCHOOLS**  
**SCHOOL CALENDARS**

**Calendars for traditional elementaries, Year-Round, Middle Schools and High School are available from each building office.**

**ARTICLE 40**

**Term of Contract**

- A. This Agreement shall become of full force and effective on July 1, 2009 and shall continue through June 30, 2010.
- B. Either party desiring to negotiate any changes, additions, or modifications in this Agreement with respect to hours, wages, terms and conditions of employment shall notify the other party, in writing, one hundred twenty (120) days prior to the annual anniversary of this contract. The respective bargaining committees of each party of this Agreement will meet thereafter at such mutually convenient times for said purpose.

Signed January 21, 2010.

The International Union of the American  
Federation of State, County, and Municipal  
Employees, Council 25 and its affiliate  
Local #1472

Lake Orion Community Schools

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Gail Sornson, AFSCME Chair

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Bill Walters, President, Board of Ed

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Felicia Hicks - AFSCME REP

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Board of Education Member

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Jo Hornbeck, Director of H.R.

Members of negotiating team:

**For AFSCME:**

Felicia Hicks  
Tammy Brown  
Patti Burke  
Dawn Guidry  
Holly Hensley  
Gail Sornson  
Ruth Verran

**For Administration:**

Jo Hornbeck  
Marla Ernst  
Jim Farrand  
Julie Stucky  
Tim Smith

