

**Agreement**

between

**MEA  
Local 4**

and the

**Board of Education**

Wayne-Westland Community Schools

**JULY 1, 2009 – JUNE 30, 2012**



Wayne-Westland Community Schools, Westland, Michigan 48185  
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## TABLE OF CONTENTS

	General Agreement.....	1
Article 1	Recognition.....	2
Article 2	Aid to Other Unions.....	2
Article 3	Union Security.....	2
Article 4	Union Dues and Initiation Dues.....	3
Article 5	Representation: Members of Representative Units.....	4
Article 6	Stewards.....	4
Article 7	Special Conferences.....	6
Article 8	Grievance and Arbitration Procedure.....	6
Article 9	Time of Appeal.....	8
Article 10	Withdrawal of Cases.....	9
Article 11	Discipline and Discharge.....	9
Article 12	Seniority-Probationary Employees.....	11
Article 13	Training.....	12
Article 14	Seniority List.....	12
Article 15	Loss of Seniority.....	13
Article 16	Seniority of Officers.....	13
Article 17	Supplemental Agreement.....	13
Article 18	Layoff Defined.....	13
Article 19	Recall Procedure.....	16
Article 20	Veterans.....	16
Article 21	Veteran's Law.....	17
Article 22	Educational Leave for Veterans.....	17
Article 23	Unpaid Leaves of Absence.....	17
Article 24	Leave for Union Business.....	19
Article 25	Holiday Provisions.....	19
Article 26	Pay Advance.....	21
Article 27	Union Bulletin Boards.....	21
Article 28	Safety Committee.....	21
Article 29	New Program and Rates for New Jobs.....	22
Article 30	Termination and Modification.....	22
Article 31	Study Committees.....	23
Article 32	Promotion of Productivity and Efficiency.....	23
Article 33	School District's Right.....	24
Article 34	Contract Reopening.....	24
Article 35	Strikes.....	24
Article 36	Sick Leave, Personal Business Leave and Funeral Leave.....	25
Article 37	Hospitalization, Medical, Life Insurance Coverage Workers' Compensation, and Extended Benefits Dental and Vision Insurance.....	28
Article 38	Longevity Pay.....	34
Article 39	Sick Day Payout.....	35
Article 40	Evaluation.....	35

Article 41	Employee Movement.....	36
Article 42	Protection of Employees.....	37
Article 43	Vacation Credit.....	37
Article 44	Duration of Agreement.....	38

OPERATIONS DIVISION  
Custodial and Warehouse Groups

Article 45	Seniority-Non-Probationary Employees.....	39
Article 46	Temporary Vacancies.....	40
Article 47	Promotions.....	41
Article 48	Transfer.....	44
Article 49	Working Hours, Shift Premium Hours.....	46
Article 50	Overtime.....	50
Article 51	Work Clothing.....	51
Article 52	Vacation Eligibility.....	52
Article 53	Vacation Periods.....	52
Article 54	Classifications.....	53
Article 55	Salary Schedule.....	54

FOOD SERVICES AND STUDENT MONITOR DIVISION

Article 56	Seniority-Non-Probationary Employees.....	56
Article 57	Temporary Vacancies.....	57
Article 58	Transfer.....	58
Article 59	Downgrade.....	59
Article 60	Promotions.....	59
Article 61	Working Hours, Shift Premium Hours.....	61
Article 62	Overtime.....	65
Article 63	Work Clothing.....	65
Article 64	Vacation Eligibility.....	66
Article 65	Classifications.....	67
Article 66	Salary Schedule.....	67
Article 67	Vacation Pay Worksheet.....	69

TRANSPORTATION DIVISION  
Bus Driver and Bus Attendant Groups

Article 68	Seniority-Non-Probationary Employees.....	70
Article 69	Employee Movement, Promotion, Downgrade, Reassignment and Training.....	71
Article 70	Working Hours, Shift Premium Hours.....	73
Article 71	Overtime.....	73

Article 72	Work Clothing.....	73
Article 73	Vacation Eligibility.....	74
Article 74	Vacation Pay Worksheet.....	75
Article 75	Classifications.....	75
Article 76	Salary Schedule.....	76
Article 77	General Provisions.....	76
Article 78	Summer Work Section.....	82
Article 79	Adjustments.....	83
Article 80	Holiday Work.....	83
Article 81	Anticipated Programs.....	84
Article 82	Layover.....	84
Article 83	Special Ed Drivers/Attendants.....	85
Article 84	Absence Procedure.....	85
Article 85	Extra Work List.....	86
Article 86	New Mid-Day Runs.....	87
Article 87	Block Application Procedure.....	87
Article 88	Sign Up Sheets.....	89
Article 89	Long Term Leave.....	90
Article 90	Guaranteed Run Time.....	90
Article 91	Chauffeur’s License.....	90
Article 92	Pre-Trip and Warm-Up.....	91
Article 93	Accidents.....	91
Article 94	Training New Drivers/Attendants.....	91
Article 95	Transportation Language.....	92

## APPENDIX

Appendix A	Custodian Classifications.....	93
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## **GENERAL AGREEMENT**

This agreement entered into on the 1st day of July 2009, between the Wayne-Westland Community Schools (hereinafter referred to as the "Employer") and the MEA Local Four (hereinafter referred to as the "Union".)

PURPOSE AND INTENT: 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 Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

**ARTICLE 1**  
**Recognition**

1.1

Pursuant to and in accordance with all applicable provisions to Act 379 of the Public Acts of 1965, as amended, the employer recognizes the Union as the sole collective bargaining agent for hours, wages and other conditions of employment as certified by the State Labor Mediation Board on September 8, 1999, for all Wayne-Westland Community Schools of the Food Services, Student Monitors, Operations, Transportation Department or any other employee as certified by the State Labor Mediation Board.

1.2

Traditional bargaining unit work shall generally be performed by MEA Local Four members provided proper equipment and expertise is available within the district. The Board shall retain the right to make the final determination.

1.3

All references to the word "days" will mean working days unless otherwise specified.

1.4

The term "fiscal year" shall be defined as a year beginning on July 1 and ending on June 30.

**ARTICLE 2**  
**Aid to Other Unions**

2.1

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining within the named bargaining unit or make any agreement with any such group or organization for the purpose of undermining the union.

**ARTICLE 3**  
**Union Security**

3.1

All employees covered by this Agreement shall, as a condition of employment, become members of the Union or pay each month a service fee equal to the monthly union membership for the term of this agreement.

3.2

Newly hired employees shall not allow more than ten (10) work days to elapse before signing up for dues deduction or agency service fee payment. A personnel check-off list shall be provided each employee and will include entries to cover: (1) union membership application, (2) payroll deduction card or dues, (3) payroll deduction card for agency service fee payment, (4) copy of the union contract. Signed deduction cards will be turned over to the employer with signed duplicate sent to the Union treasurer.

3.3

Any employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues excluding special assessments.

3.4

Failure to comply with this article shall result in discharge of an employee who is two (2) months in arrears with his or her dues or service fee. Said discharge shall occur within sixty (60) calendar days from receipt of a complaint in written form from the Union.

**ARTICLE 4**  
**Union Dues & Initiation Dues**

4.1

The employer agrees to deduct once each month the union membership dues or service fee from the pay of those employees who individually request that such deduction be made through the dues deduction card. The amount to be deducted shall be certified to the employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the first of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement. All checks shall be made payable to the MEA Local Four.

4.2

Check Off Form  
MEA Local Four  
Authorization for Payroll Deduction of Union Dues or Service Fee

By \_\_\_\_\_  
(Please Print) Last Name/First Name/Middle Name

To \_\_\_\_\_  
Name of Employer Department

Effective \_\_\_\_\_ I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_ an amount sufficient to provide for the regular payment of the current rate of monthly Union dues established by the MEA Local Four, and any change in such amount shall be so certified by the MEA Local Four, an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by the MEA Local Four. The amount shall be certified by the MEA Local Four, and any change in such amount shall be so certified. The amount deducted shall be forwarded to the treasurer of the MEA Local Four.

**ARTICLE 5**  
**Representation: Members of Representative Units**

5.1

The number of representative groups in the school district shall be seven (7): custodial, warehouse, elementary food services, secondary food services, bus drivers, bus attendants and student monitors.

**ARTICLE 6**  
**Stewards**

6.1

Employees selected by the Union to act as union representatives shall be known as "stewards". Annually the Union shall provide, in writing to the employer, the names of employees selected as stewards and union officials.

6.1.1

The Union shall have district stewards to represent its divisions as follows:  
OPERATIONS (Custodial/Warehouse): Four stewards.



FOOD SERVICES/STUDENT MONITORS (Elementary/Secondary): Three stewards.

TRANSPORTATION (Bus Drivers/Attendants): Three stewards.

## 6.2

In the event an employee feels his/her health and safety will be immediately jeopardized because of his/her work assignment, the employee has the right to call his/her immediate supervisor and a shift steward or, if not immediately available, any Union Officer available during the shift to discuss the situation.

## 6.3

The stewards, or any Local Union Officers during their working hours, may in accordance with the terms of this section, investigate, present and adjust grievances to the employer upon prior verbal or written notification to their supervisor. In a timely fashion, a written record describing the time spent on union business will be provided.

The immediate supervisor will grant permission and provide sufficient time to the stewards to leave their working stations during working hours without loss of time or pay. This release from work is subject to the understanding that the time will be devoted to proper handling of grievances and will not be abused, and that stewards will perform their regularly assigned work. Any alleged abuse by either party will be proper subject for Special Conference.

## 6.4

A Union Officer shall have access to any building where s/he is investigating legitimate Union business. The officer shall give prior notification, as outlined in Article 6.3, to his/her supervisor before investigating the complaint. Upon entering a school building during regular school hours, the Union Officer shall make the school office aware of his/her presence in the building.

A Union Officer shall be a member elected or appointed to any Union office by the membership at any duly authorized Union meeting. The Union offices shall consist of the following: President, Vice-President, Secretary, Treasurer, and Stewards.

Management shall supply to the Local Union, the names and phone numbers of supervisory personnel to be notified by the Union.

## 6.5

The afternoon custodial steward shall be excused from work with pay to attend pre-negotiating meetings with the negotiating team.

**ARTICLE 7**  
**Special Conferences**

7.1

Union officials shall meet monthly with representatives of the Human Resources Department and other District officials, as the situation warrants, to discuss ongoing problems and other important matters of mutual interest and concern. A preliminary discussion shall be held prior to the monthly meeting to set the agenda. Additional meetings may be called by mutual consent.

Employees other than the President and either the Vice-President, or Secretary, shall request prior approval from their immediate supervisor to be in attendance.

Special conferences held during an employee's regularly scheduled work hours shall not cause the employee to lose time or pay for attendance at such special conferences.

Special conferences may be attended by outside consultants.

Grievance hearings, Health and Safety committee meetings, and bargaining sessions are not to be considered Special Conferences.

**ARTICLE 8**  
**Grievance & Arbitration Procedure**

8.1

Any dispute which arises between the parties involving the application or interpretation of this Agreement may be grieved in accordance with this Article. (Written responses from management shall be sent to the Local President, the MEA office, and five (5) copies to the Secretary for distribution).

8.2

Step 1 - Oral Presentation

An aggrieved employee, promptly, but in no event later than six (6) working days after the employee/s had knowledge of the facts giving rise to the grievance, shall notify his/her/their supervisor that s/he/they have a grievance. A conference shall then take place between the affected employee/s and his/her/their supervisor and any administrator directly involved. The conference to attempt to resolve the dispute shall take place within three (3) working days of the date the grievant/s notified the supervisor of the grievance and prior to the submission of the formal written grievance. The employer will have six (6) working days in which to reply in writing.

### 8.3

#### Step 2 - Presentation of the Grievance in Writing

The steward or alternate or his designee, shall submit the written grievance to the Supervisor of the Department within six (6) working days of the step 1 response, if the grievance has not been resolved at Step 1. The supervisor of the department shall respond in writing within five (5) days. The day of submission is not considered the first day.

### 8.4

#### Step 3 - Submission to the Human Resources Department

If the grievance is not resolved as a result of the Step 2 response, it shall be presented in writing by the Union to the Human Resources Department within ten (10) working days after the response of the Supervisor is due.

Upon receipt of the written grievance, the Employer shall set a time and place during working hours, within the next ten (10) work day period for a hearing of the grievance with the aggrieved employee(s), his/her/their steward, and a reasonable number of union officials. In such a case, the Employer shall make arrangements for the employee(s), the employee's steward, and Union officials to be excused from work for the hearing. The Senior Executive Director for Human Resources or his/her designee shall respond in writing within ten (10) working days following the Step 3 hearing.

### 8.5

#### Step 4 - Arbitration

If the grievance is not resolved as a result of the Step 3 grievance hearing, the Union may request arbitration on the grievance within thirty (30) days of the Step 3 response. A copy of the notification of intent to arbitrate will be forwarded to the Superintendent or his designee. The Union will have thirty (30) days after notification of intent to arbitrate in which to submit for arbitration.

### 8.6

The arbitration proceeding shall be conducted in accordance with the rules of the American Arbitration Association by an arbitrator to be selected by the Employer and the Union within seven (7) days after notices have been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and MEA Local Four shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

### 8.7

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the MEA Local Four. However, each party shall be responsible for compensating its own representatives and witnesses. If either

party desires a verbatim record of the proceedings, it may cause such a record to be made, provided that it pays for the record and makes copies available without charge to the party and to the arbitrator.

8.8

The findings of the arbitrator shall be final and binding on both parties.

8.9

The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement.

8.10

If an employee is required during the workday to participate on behalf of the Union with any representative of the school board in any grievance procedure, including arbitration, said employee shall be released from assigned duties without loss of salary.

8.11

The Union, upon the mutual consent of the Board, may process a grievance in an expedited manner by processing it immediately to step 3 or to step 4.

## **ARTICLE 9 Time of Appeals**

9.1

Any grievance not appealed from an answer at the first step of the grievance procedure to the second step of the grievance procedure within six (6) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

9.1.1

The grievant and/or the Union shall be responsible for timely filing of grievances.

9.2

A grievance may be withdrawn with or without prejudice, and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within twenty (20) working days from the date of withdrawal, the grievance shall not be reinstated. Where more than one (1) grievance involves a similar issue, those grievances may be held in abeyance by mutual agreement of the parties pending the disposition of the appeal of the representative case. In such event, the withdrawal will not affect financial liability.

9.3

Grievances which by contract are allowed to begin at a step higher than the beginning step, shall not be deemed defective in procedure if the Union chooses to start at a lower level than provided by contract.

9.4

The Employer will not deny approval to use district property for hearings.

## **ARTICLE 10 Withdrawal of Cases**

10.1

After a case has been referred to the Arbitration Association, the case may be withdrawn.

10.2

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate, unless overtime was involved in the case.

## **ARTICLE 11 Discipline & Discharge**

11.1

Disciplinary action or measures shall normally include the following:

Verbal Reprimand  
Written Reprimand  
Suspension  
Discharge

An Employee upon his/her request is entitled to Union representation during a disciplinary hearing or any meeting that may lead to discipline. Before any such meeting takes place the Employer will inform the employee of his/her right to Union representation.

When the affected employee requests the presence of a union representative, the meeting will not proceed until the representative is in attendance. At no time will such a meeting be delayed more than forty-eight (48) hours.

Investigative meetings shall not be unduly delayed because of the unavailability of a union representative when the health and safety of students is in question.

## 11.2

Disciplinary action may be imposed upon an employee for failing to fulfill his or her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

## 11.3

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline shall be consummated in a timely fashion that will not embarrass the employee or the Employer. The employee will be notified within five (5) working days of knowledge of occurrence by his/her supervisor or administrator and that disciplinary action may take place.

Old or vague incidents, which are not a matter of grievance records or disciplinary action file, are not to be used when dealing with current issues under discussion of special conference.

All information contained in the Personnel File of an employee, which forms the basis for disciplinary action, shall be made available in writing to the Union upon the written request of the employee.

## 11.4

The Employer shall not discharge any employee without just cause. If, in any case, the employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his/her steward will be notified in writing that the employee has been suspended and is subject to discharge after the five (5) day suspension period.

### 11.4.1

The union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure within the five (5) day suspension period and the matter shall be handled in accordance with this procedure through the final step of the grievance procedure if deemed necessary by either party.

### 11.4.2

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and full restoration of all other rights and conditions of employment.

### 11.4.3

Use of past record: In imposing any discipline and/or discharge, the employer will not take into account any prior infractions which occurred more than three (3) years previously nor impose discipline on any employee for errors or mistakes on his or her employment application after a period of two (2) years from his/her

date of hire. The exception to this would be if the error or mistake was not reporting a felony conviction, which may lead to a problem in regard to students and/or school plant.

11.5

Any employee who has been suspended without pay from duty will be disqualified from consideration for any promotion for a period of six (6) months from the date of the suspension.

## **ARTICLE 12**

### **Seniority-Probationary Employees**

12.1

The district shall consider new employees hired into the unit as probationary employees for the first seventy (70) days worked. The employees' seniority shall begin tolling from their first day on the job as a bargaining unit member.

12.1.1

If the district rehires an employee, s/he shall retain experience credit on the salary schedule at the same step/level s/he was last employed by the District. Upon such return, however, the employee will not retain previously earned seniority for promotional or assignment purposes.

12.2

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement. The discharge of a probationary employee shall not be subject to the grievance procedure.

12.3

Beginning July 1, 2007, if two (2) or more new hires begin work on the same date, the district shall distinguish their seniority order by a lottery drawing. This drawing shall be performed by the union president or his/her designee, in the presence of a Human Resources representative.

12.4

A status sheet with the name and department of a new employee assigned with date hired shall be sent to Local Four Treasurer.

**ARTICLE 13**  
**Training**

13.1

Local Four MEA/NEA employees shall be reimbursed 100% of the tuition cost for courses taken through duly accredited schools, approved by Management, which would increase the employee's qualifications for positions covered by this contract. These courses must be successfully completed before reimbursement will be made. The Employer shall reimburse the employee up to thirty dollars (\$30) for the cost of books per class upon proper documentation of cost. Management will provide a list of approved schools.

Said classes must have prior written approval from the Executive Director of Human Resources or his/her designee. The class must be directly related to a particular classification covered by this contract. The Executive Director of Human Resources may approve course offerings not directly related to MEA Local Four job classifications.

It is in the best interest of the school district and employees to keep abreast of technical and procedural changes which enhance job performance and efficiency.

Management shall conduct seminars and in-service programs, which will directly assist employees in their performance of duties assigned by Management. For any seminar or in-service which requires attendance outside the confines of the district; the school district shall absorb the costs.

If a request is denied, the reason for denial will be submitted to the employee(s) and the Union and shall be subject to the grievance procedure.

13.2

The District may provide all members a minimum of one (1) day of professional development. For food service and transportation this training will be held on a day designated in the school calendar as a professional development day. Custodial training shall be held during mid-winter recess in the school calendar. No employee will be allowed to use a personal business day on a training day. Use of a sick day on training day shall be subject to administrative review.

**ARTICLE 14**  
**Seniority List**

14.1

The race, sex, marital status or dependents of the employee shall not affect seniority.



14.2

The seniority list on the date of this Agreement will show the names of all employees in each group defined in Article 5.1 with group seniority date and original hire date, if different.

14.3

The Employer will provide semi-annual seniority lists with copies to every building, the President of the Local, the MEA office, and the Stewards. If an employee requests a copy of the seniority list, it shall be provided.

## **ARTICLE 15 Loss of Seniority**

15.1

Seniority shall cease when employment is terminated.

## **ARTICLE 16 Seniority of Officers**

16.1

Notwithstanding their position on the seniority list, the following Union Officers who are appointed or elected shall in the event of layoff only be continued to work at all times when one (1) or more divisions or fractions thereof are at work provided they are qualified to perform any of the work available: President, Vice-President, Secretary, Treasurer, and Stewards as identified in Article 6.1.1. Should new representation areas be created, the parties shall review this section.

## **ARTICLE 17 Supplemental Agreement**

17.1

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

## **ARTICLE 18 Layoff Defined**

18.1

Layoff and/or reductions in the working force may occur because of a decrease of work, lack of funds, elimination of a position or the closing of a building or buildings.

## 18.2

If it becomes necessary for a layoff or a reduction in the work force, the following procedure will be followed:

- A) All transfer requests shall be honored prior to instituting the "bumping" procedure. Open positions created by position reductions shall not be considered open for transfer, (see 18.6) except to persons holding more seniority with a transfer request in for position, shift or building prior to initiating bumping procedure.
- B) Probationary employees within the affected group or groups will be laid off first.
- C) Bargaining unit members will be laid off or reassigned first using the following procedure:
  - 1) The lowest senior employee(s) will be removed from each classification of a group until the number of employees left in each classification of a group equals the number of available positions.
  - 2) Each employee who was removed in accordance with paragraph (1) above shall have the right to bump into the last classification s/he previously held in a permanent status change, provided that it is held by a lower senior employee. The employee who must bump to a lower classification shall receive that classification's pay rate at his/her current step.
  - 3) Each employee who was removed from his/her classification as a result of another employee's bumping into the classification in accordance with the above section (18.2.C.1 & 2) and who has more seniority within another group of MEA Local Four than someone still in a position within that group, may bump the lowest senior employee within that group.
  - 4) If no position is produced for an employee following the above procedure, the employee will be laid off.

## 18.3

MEA Local Four Officers as identified in Article 16.1 are an exception to the procedure outlined in Article 18.2 above. When one or more divisions or fractions thereof are at work and provided they are qualified to perform any work available, the following procedure will be used if there is the need to layoff among the officer group:

- a) If there are not enough positions available within the bargaining unit for all the officers, the lowest seniored stewards will be laid off first.

- b) The Union officers will be the last employees in the bargaining unit to be laid off unless they cannot fulfill the criteria for continued work identified above.

#### 18.4

Employees to be laid off for an indefinite period of time will have at least twenty (20) working days notice of layoff. The Local Union President will receive notice of the employee(s) to be laid off.

#### 18.5

Union employees on full layoff may be used as replacements and will be paid at the rate of pay they received before layoff. Employees on full layoff called for replacement duties will be called by their seniority at the time of layoff.

#### 18.6

All employees on layoff will continue to accumulate seniority for as long as they remain eligible for recall as stipulated in Article 19.4.

#### 18.7

No non-bargaining unit employee will work in a position from which a person is laid off until the recall procedure is exhausted.

#### 18.8

Laid off employees will be given priority opportunity to be used for daily substitute work, provided they have the ability and qualifications to perform the work. They will be paid at the highest going substitute rate in the respective substitute position. They will be offered this opportunity before any non-union employee, and, if they choose to participate, will be placed, accordingly, by their respective seniority, into the substitute pool of that group/division and called in accordance with the established call-in procedure for that group/division.

Temporary vacancies which exceed five (5) working days shall preempt section 47.2 in the event there remains a displaced head custodian or shift leader or cafeteria leader of that classification. The displaced employee shall be offered the temporary vacancy beginning with the sixth (6th) workday.

#### 18.9

The Board agrees to continue its current practice that, when possible, the reduction of positions by attrition in the secondary cafeteria classification will occur at the lowest hourly level. Final determination shall rest with the Board.

#### 18.10

When a Food Services employee is laid off and then recalled to a lower classification, s/he shall continue to accumulate his/her seniority in the higher

classification until the lowest open position in his/her original classification becomes available.

## **ARTICLE 19 Recall Procedure**

### 19.1

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Articles 46, 57, and 69. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report within ten (10) working days from the date of mailing of notice of recall, s/he shall be considered a quit. The employer in proper cases shall grant an extension provided the employee makes written notification postmarked within timelines stated above.

### 19.2

Employees who were forced to bump from a preferred classification shall retain their right to be recalled to their original classification should that job reopen. This return to an original classification shall be done before a laid off employee is recalled.

### 19.3

A job shall be considered open if no employee has recall rights to it.

### 19.4

Laid off employees shall have recall rights for a period equal to their accumulated district seniority at time of layoff or two (2) years whichever is greater.

### 19.5

Employees returning from layoff shall return at the wage increment held prior to layoff. When the interrupted year of service is completed, they shall be incremented to the next step. This date then becomes their new anniversary date for wage increments.

## **ARTICLE 20 Veterans**

### 20.1

Reinstatement of Seniority Employees: Any employee who enters into active service in the armed forces of the United States upon honorable discharge or honorable separation of such service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay.

**ARTICLE 21**  
**Veteran's Law**

21.1

Except as hereinafter provided the re-employment rights of employees will be limited and/or extended by applicable laws and regulations.

**ARTICLE 22**  
**Educational Leave for Veterans**

22.1

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 to attend school full time under applicable federal laws.

22.2

Employees who are in some branch of the Armed Forces, Reserve or National Guard will be paid the difference between their reserve pay and their regular pay with the school district when they are on full time active duty in the Reserve or National Guard, provided that proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit.

**ARTICLE 23**  
**Unpaid Leaves of Absence**

23.1 GENERAL PURPOSE LEAVE

General purpose leaves, for non-probationary employees, may be granted for up to one (1) year and may be extended for up to one additional year. Seniority, however, shall be granted only for the first twelve (12) months of any combined leave period.

Within thirty (30) days of an employee's request to return from a general purpose leave of absence, the employer shall provide employment to the employee.

23.2 PARENTAL LEAVE

- A) A parental leave will be granted to an employee within one (1) year of the time s/he adopts a child, acquires a child by birth or marriage or assumes the legal responsibility of a family.
- B) Employees granted leave under this section will return to a position in the district not later than two (2) years from the date the leave was taken. The extension for the second year of leave may be granted upon written request to the Human Resources Office provided said request is filed prior

to the expiration of the original leave. Seniority shall accrue for the first year only and will then be frozen.

Employees shall provide notice, in writing, to Human Resources at least twenty (20) working days in advance of the expected start date and return date for a parental leave. The employee shall be granted one (1) extension, if requested during the first year of the leave, provided that it is requested prior to the expiration of the last recorded return date.

### 23.3 MEDICAL LEAVE

Leaves of absence apart from paid sick leave for medically verified illness will be granted upon employee request and proper documentation for a period up to one (1) year; such leave may be extended up to one (1) year without loss of seniority upon request and review of authorizing conditions.

The Board reserves the right, at its option and expense, to have the employee examined by a physician designated by the Board with respect to any of the timelines. In the event of conflict between the statements of the two (2) physicians, the statement of a mutually agreed to third physician will prevail.

Employees returning from medical leave shall submit a medical release validating the employee's capability to perform in acceptable fashion.

### 23.4

Employees who are granted an approved medical leave of absence have the right to return to the classification, shift, time assignment, building, and wage increment held prior to the leave. Building return rights shall be limited to one (1) year.

Employees returning from any other type of approved leave shall have the right to return to the classification, shift, time assignment, and wage increment held prior to the leave.

CUSTODIAL/WAREHOUSE: Procedures set forth in Article 47 shall be applicable with a maximum of two (2) bumps in temporary assignments.

FOOD SERVICE/STUDENT MONITOR: The above procedure shall apply to elementary positions only. High School cafeteria employees shall have a maximum of five (5) bumps.

Middle school cafeteria employees shall have a maximum of three (3) bumps.

TRANSPORTATION: See Article 89.

### 23.5 Involuntary Leave

An employee may be placed on an involuntary leave for just cause.

For purposes of determining an involuntary leave, the Board, upon notice to the Union, may make a written request requiring the employee to provide the results of a physical/mental examination from his/her doctor to determine the employee's ability to perform the essential functions of his/her job with or without accommodation. The Board shall pay for this examination.

If the Board is not satisfied with this report or if the employee does not provide this report, the Board, upon notice to the Union, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

An employee placed on involuntary leave as provided under this article shall be paid his/her regular standard hours and pay rate (excluding any overtime or extra work/extra pay compensation). Furthermore, the employee's fringe benefits shall continue without interruption, and his/her sick or personal business banks will not be charged during the period of the medical examinations.

#### 23.6

Failure to make a timely return from any leave of absence listed in Article 23 may result in termination. In such cases, the employer shall send written notification to the employee at his/her last known address that s/he has been terminated. In proper cases, the employer may make exceptions.

### **ARTICLE 24**

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

#### 24.1

Members of the Union elected to Local Union positions or selected by the union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leave of absences for periods not to exceed two (2) years or the term of office, whichever may be greater, and upon their return shall be re-employed with accumulated seniority of one (1) year in a comparable position.

### **ARTICLE 25**

#### **Holiday Provisions**

#### 25.1

The paid holidays are designated as New Year's Day, Martin Luther King Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, December 24 and 25, and December

31, respectively. Employees will be paid their standard hourly rate based on regularly scheduled hourly pay for said holidays. Food Service, Student Monitor, and Transportation employees will be paid for Labor Day should school start prior to Labor Day, or should they be required to attend a departmental meeting prior to Labor Day.

#### 25.1.1

The six (6) days, which are not holidays during the Winter Recess period in the school calendar, will be deemed paid days off. In case of emergency call-in, the rate of pay will be time and one-half, except as outlined in 25.6.

#### 25.2

An employee will not receive holiday pay for the designated holiday if s/he is absent without pay for any part of either the scheduled work day immediately preceding the holiday or the first scheduled work day immediately following the holiday, unless the absence is substantiated as reason of good cause, as determined by Management. This determination is subject to the grievance procedure.

#### 25.3

When a holiday falls on Sunday, then Monday shall be deemed the holiday. When a holiday falls on Saturday, then Friday shall be deemed the holiday. When Christmas or New Year's Day falls on Sunday, then Monday will be deemed the holiday and Friday will be deemed the day before the holiday. When Christmas or New Year's falls on Saturday the Friday shall be deemed the holiday and Thursday will be the day before the holiday. When Christmas or New Year's Day fall on Monday, then Friday will be deemed the day before the holiday.

#### 25.4

In the event that these designated holidays as stipulated in Article 25.1 are in conflict with the established school calendar, a conference will be called between management and the Union to arrange an acceptable compensatory holiday.

#### 25.5

If an employee is required to work on any of the above holidays s/he shall receive his or her holiday pay plus double time for all hours worked.

#### 25.6

Transportation employees transporting Wayne-Westland students to educational programs that are operated by other districts during the winter recess period will follow the school calendar of the district where the program resides. When it is necessary for the employee/s to transport students to other districts on days that are scheduled paid days off in the Wayne-Westland Community Schools District,



the affected employee/s shall receive compensation at their regular standard rate for the actual time worked in addition to their paid day off.

## **ARTICLE 26 Pay Advance**

26.1

Effective July 1, 2009, all bargaining unit members shall have 100% of their wages paid through direct deposit at a financial institution of their choice that participates in the federal automated clearing house (ACH) system.

26.2

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

26.3

**RATE DURING VACATION:** Employees will be paid their current rate based on regular work day while on vacation and will receive credit for any benefits provided for in this Agreement.

## **ARTICLE 27 Union Bulletin Boards**

27.1

The employer will provide bulletin boards in each building of the bargaining unit, conspicuously located, which may be used by the union for posting its notices pertaining to Union business.

27.2

The bulletin boards shall not be used by the Union for disseminating materials of a political nature. The Union shall have the exclusive right to the use of these bulletin boards.

## **ARTICLE 28 Safety Committee**

28.1

MEA Local Four will provide two (2) representatives to the District Safety Committee.

## 28.2 HEALTH AND SAFETY COMMITTEE

The Union and the Wayne-Westland Community Schools will provide six members, equally proportioned to the employer and the Union to form an equally proportioned Health and Safety Committee with the intent of mutual benefit. The Committee shall have reasonable access to any information it deems necessary as allowable under the law. The Committee shall review, assist and recommend in the following areas: abuse, safety, and policy.

## **ARTICLE 29**

### **New Program & Rates for New Jobs**

#### 29.1

Any new programs or positions to be initiated by the district identified as part of the bargaining unit will be discussed with MEA Local Four prior to implementation.

The union shall have input into any decision reached relative to such programs and positions.

The District nevertheless agrees to negotiate with the Union the rates of pay, wages, terms and working conditions of all new positions or any changes that significantly alter the responsibilities of a current position.

It is the Board's intent that traditional bargaining unit work shall generally be performed by members of the various MEA Local Four divisions provided the proper equipment and expertise is available within the district. The Board shall retain the right to make the final determination.

#### 29.2

When a new job is placed into a group of the bargaining unit and cannot be properly placed into an existing classification, the employer will negotiate the classification and the grade structure with the Union.

## **ARTICLE 30**

### **Termination & Modification**

#### 30.1

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2012.

#### 30.2

If either party desires to terminate this Agreement, it shall, one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided or each

party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on one hundred twenty (120) days written notice prior to the current year's termination date.

### 30.3

If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of intent to amend or modify the Agreement. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. An amendment that may be agreed upon shall become part of this Agreement without modifying or changing any of the other terms of this Agreement.

### 30.4

If a court finds any provision of this contract illegal, that provision shall, to the extent it has been declared illegal, become null and void, but the remaining provisions of the agreement shall remain in full force and effect.

## **ARTICLE 31 Study Committees**

### 31.1

A joint Management-Union study committee may be set up at any period during the life of this contract by mutual consent and for specific purposes.

## **ARTICLE 32 Promotion of Productivity & Efficiency**

### 32.1

The Union recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the Employer must within the existing framework of the statutes of the State of Michigan maintain the Wayne-Westland Schools within the County of Wayne as efficiently and at the lowest possible cost consistent with fair labor standards. The Union undertakes that the employees perform loyal and efficient work.

**ARTICLE 33**  
**School District's Right**

33.1

The Board of Education retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes an express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board of Education shall have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent with this Agreement or the laws of the State of Michigan and of the United States.

**ARTICLE 34**  
**Contract Reopening**

34.1

The Employer and the Union, by mutual agreement, may during the period of this contract reopen the contract or any part thereof to negotiate language changes.

No officer of the local Union shall have the power to act as agent for, or otherwise bind the local Union in any way whatsoever. No member or group of members or other person or persons shall have the power to act on behalf of or otherwise bind the Local Union, except in accordance with the Union's constitution and bylaws. The Union and the Employer shall promptly notify each other of the acceptance or rejection of a tentative agreement.

**ARTICLE 35**  
**Strikes**

35.1

There shall be no strikes of any kind by the Union during the term of this Agreement.

The word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in conditions or compensation, or the rights, privileges, or obligations of employment.

Nothing contained in this article shall be construed to limit, impair or affect the right of any public employee to the expression or communication of view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment.

## **ARTICLE 36**

### **Sick Leave, Personal Business Leave and Funeral Leave**

#### 36.1 SICK LEAVE

- a) Employees entering into duty with the Wayne-Westland Community Schools for the first time shall be advanced one (1) day of sick leave for each month remaining in that fiscal year. Thereafter, sick leave shall be earned at the rate of one (1) day per month and shall be credited on the first pay of the following month, provided the person was in a paid status (working, sick day, personal business day, or vacation day) for more than half of the scheduled work days for the month. Employees shall not accrue additional sick leave while drawing from the Union sick bank.
- b) Sick leave shall be available for use by employees for the following purposes:
  1. A physical incapacity to report for and discharge duties.
  2. Death in family, (Husband, wife, children, parents, grandchildren, close relative and close associates).
  3. Providing care for a member of the-immediate family who is ill, when no other immediate arrangements are possible. Time beyond two (2) days is subject to administrative review and determination.
  4. Emergency visits to doctor or clinic including medical and dental extractions or treatment to the extent of time required to complete such appointments.
- c) Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.
- d) Employees who leave to enter the Armed Forces of the United State under the provisions of the Selective Services Act, who are members of the Armed Forces, and are called to active duty or enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the Employer have available any unused sick leave previously earned, provided that such re-employment takes place within one hundred twenty (120) days after discharge or release from active duty in the Armed Forces.

- e) The District shall not charge an employee sick leave for a paid holiday.
- f) An employee, who transfers from one group to another within the bargaining unit, shall transfer with him/her any unused sick leave.
- g) Employees who regularly work less than full time shall accumulate sick leave at the established rate, pro-rated according to the average number of hours worked per day.
- h) Each immediate supervisor shall be responsible for reviewing employee requests for and usage of sick leave. Prompt notification for use of sick time shall be provided by the employee. If prompt notification is impossible, the employee will make every effort to call in as soon as is practicable so the employer may make arrangements for appropriate coverage.
- i) Based on an employee's previous attendance record the immediate supervisor may require the report of a physician, osteopath, or chiropractor for any illness. Falsification of such evidence shall be cause for dismissal. The employer reserves the right to refuse to allow the use of sick leave if s/he believes the employee is using the day(s) for a purpose not allowed or intended by the contract or where s/he believes the employee has not exercised reasonable effort to promptly notify the immediate supervisor of his/her absence.
- j) All payments for sick leave shall be made at the employee's current rate of pay. No employee can draw more than eighty (80) hours sick leave during a pay period. A regular workday is any day, which an employee is regularly, scheduled to work.
- k) For the transportation department, sick leave is to be based on the employee's assigned standard run time.
- l) For the Food Services department, sick leave is to be based on regularly scheduled workday.
- m) For purposes of determining an employee's sick leave status, the Board, upon notice to the Union, may make a written request requiring the employee to provide the results of a physical/mental examination from his/her doctor.

If the Board is not satisfied with this report, it, upon notice to the Union, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

- n) Any employee who is absent from work for any part of a scheduled workday must in a timely fashion complete and submit an "absence report" to his/her immediate supervisor.
- o) Any employee absent for three (3) consecutive working days without notifying the employer may be terminated. In such cases, the employer shall send written notification to the employee at his/her last known address that s/he has been terminated. In proper cases, the employer may make exceptions.

### 36.2 SICK LEAVE BANK

The Board will provide a sick leave bank of 2,400 hours, with usage of the bank to be by hours paid.

An employee applying to the sick leave bank must have used at least ten (10) sick days of his/her own or be docked that amount before being granted days from the sick bank. Employees must exhaust their accumulated personal sick leave days before making request to MEA Local Four for reasonable withdrawal of sick leave bank days. When an employee is receiving union sick bank days, s/he shall not accrue additional personal sick bank days or vacation days until returning to an active status.

### 36.3 PERSONAL BUSINESS LEAVE

- a) Employees shall be allowed up to three (3) days per year for absence of a personal nature. New employees will receive prorated personal business time for the first year. Except in a case of extreme emergency, absence immediately before or after a holiday or a school vacation recess period will not be valid under this section.

During the course of the year, extenuating circumstances may require additional time. The Board may grant additional time, but only with prior approval. The Board will then charge such time to sick leave.

The parties in agreeing to this section, clearly understand that the use of personal days is not valid for gaming days\* or the purpose of Christmas shopping during the ten (10) days preceding Christmas.

\*These days, by example, are, but not limited to, deer hunting, pheasant hunting and trout fishing.

- b) Unused personal business time shall be added to the individual sick bank at the end of the fiscal year.

- c) Employees must give twenty-four (24) hours notice prior to taking a personal business day under this section (an exception may be granted in the case of an emergency).

#### 36.4 BEREAVEMENT LEAVE

- a) The Board shall credit each employee up to two (2) bereavement days per school year to be used for a death of an employee's immediate family. For purposes of this subsection, immediate family is defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents or children. The employee may request additional time off if needed. The additional time off will be with pay, which shall be charged to his/her sick leave bank. If the employee is out of personal sick time the additional time off shall be recorded as an approved absence without pay. In the case of the death of a friend or close associate, members may use a sick day or personal business day.
- b) Department representation at an employee's funeral with pay shall be subject to administrative approval. Other employees who wish to attend the funeral of a fellow employee may do so but without pay. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the day of the funeral.

#### 36.5 JURY AND WITNESS SERVICES

An employee who loses time from work during the employee's normal schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at the employee's hourly rate plus shift premium, if applicable.

Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness services shall be considered time worked. The employee will be paid his/her regular pay minus any amount scheduled to be paid by the court (excluding mileage), and in turn will submit to his/her employer a copy of the check received for obligation. An employee involved in personal litigation must use personal business time for such testimony.

### **ARTICLE 37** **Hospitalization, Medical, Life Insurance Coverage** **Workers' Compensation, and Extended Benefits** **Dental and Vision Insurance**

#### 37.1.1 HOSPITAL-MEDICAL COVERAGE

The employer agrees to pay the full premium for hospitalization medical coverage for the employees whose standard hours are a minimum of thirty (30) hours per week. Everyone eligible as of November 1, 2009 for health insurance



shall be grandparented at 25 standard hours. Those grandparented shall retain health insurance in the future as long as they do not voluntarily choose to work less than 25 standard hours per week. The programs which will be offered will be the following: BCBS Community Blue PPO (with Rx \$10/\$20), Priority Health (HMO) (with Rx \$10.00/\$20.00), Health Alliance Plan (HMO) (with Rx \$10.00/\$20.00), and any other HMO that may be approved by the Board during the duration of this Agreement.

The BCBS Community Blue PPO shall be administered by a Board selected third party administrator and shall be consistent with the 2006 MESSA Choices PPO plan with the exception of a \$10.00 office visit co-pay. The program will include an Rx \$10/\$20 and \$2 mail order Rx program.

Employees not signing up for health care coverage benefits will receive \$50.00 per regular pay for 21 pays.

No member of the bargaining unit (including his/her family) will be eligible for Board paid health care coverage, if s/he is covered by any other employer paid group hospital-medical insurance.

The Board may require each employee to certify, in writing, that s/he is not covered by any other employer paid hospital-medical insurance. Any employee who has signed up for and is covered by hospitalization-medical coverage in violation of this Article will re-pay to the employer all premium monies which the employer has paid for such dual Hospital-Medical coverage.

The choice for employees eligible for health care coverage hired on or after July 1, 1991, shall be Priority Health (HMO) with Rx \$10/\$20 or Health Alliance Plan (HMO) with Rx \$10/\$20 and riders.

#### 37.1.2

A fund of \$17,500 for 2009-10, \$15,000 for 2010-11, and \$10,000 for 2011-12 will be set aside each year to reimburse members for incurred prescription co-pays in excess of \$400. After submitting proof that the family has incurred \$400 in Rx co-pays (\$10/\$20) covered under a WWCS sponsored health insurance plan, a member can submit proof of additional covered Rx co-pays for reimbursement. Proof of payment must include date, amount of co-pay, member or dependent's name, but the name of the Rx may be redacted. The yearly reimbursement period of Rx co-pays will be between November 1 and October 31 of the ensuing year. If the total of the collectively submitted claims exceeds the yearly amount in the pool, payments will be made on a prorated basis. Expenses reimbursed under the section 125 plan are not eligible for reimbursement under this subsection. This Rx reimbursement pool will be discontinued after the reimbursement of expenses incurred during the 2011-2012 year (11-1-11 thru 10-31-12).

### 37.2 LIFE INSURANCE

The Board will provide Thirty Thousand Dollars (\$30,000) Group Life Insurance with AD & D benefits for full time employees. Regularly scheduled part-time employees working less than four (4) hours per day will receive \$20,000 group life insurance with AD & D benefits and may participate at the \$30,000 level by paying 50% of the additional premium costs. Regularly scheduled part-time employees working more than four (4) hours per day will have the total premium paid by the Board.

### 37.3 DENTAL INSURANCE

Beginning June 1, 2001, the Board will provide full family Dental insurance (100% Class I, 90%, Class II, 90% Class III, and 90% Class IV Benefits with an annual maximum of one thousand dollars (\$1,000.0) yearly for Class I, II, and III benefits per employee and eligible family member for all employees whose standard hours are a minimum of twenty-five (25) hours per week and who do not have dual dental insurance. The lifetime maximum for Class IV (Orthodontic) benefits shall be \$1,500 per person.

The Board agrees to provide full family dental care program Plan C (Class I - 50%, Class II - 50%, Class III - 50%) together with a Class IV \$1,500 per person lifetime orthodontic rider. The yearly maximum for Class I, II, III benefits shall be eight hundred dollars (\$800).

The Dental benefits provided by the Board shall include internal and external coordination of benefits.

### 37.4 VISION INSURANCE

Beginning June 1, 2001, the Board will provide vision coverage to all employees whose standard hours are a minimum of twenty-five (25) hours per week. The plan benefits provided will be comparable to a VSP 2 plan.

### 37.5 COBRA

Employees covered by this Agreement may purchase benefits as defined by the COBRA Act at his/her expense. Benefits not covered by the COBRA Act may be purchased if permitted by the insurance carrier. The cost will be 102% of the group premium rate.

### 37.6

The Board agrees to approve a Cafeteria Plan under Section 125 of the Internal Revenue Code of 1986 for the bargaining unit. This Plan shall be considered part of this Agreement.

### 37.7 WORKER'S COMPENSATION

Any employee who is absent because of an injury or disease payable under the Michigan Worker's Disability Compensation Act shall be treated according to State of Michigan regulations in the following manner:

1. For the first seven (7) calendar days of such absence, the employee shall be charged sick leave from his/her accumulated account or if the employee so requests, personal business leave. If the employee has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for absences not covered by his/her accounts.

If the employee's incapacitation continues to the fifteenth (15th) calendar day and/or beyond, the employee so affected shall have the sick leave and/or personal leave charged to his/her account for the first five (5) working days of his/her absence restored to his/her account.

2. If the employee's incapacitation extends beyond the period of seven (7) calendar days, and it is determined that the injury/disability is payable under the Michigan Worker's Compensation Disability Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for period of up to ninety (90) days from the date of said injury. The employee shall also, during this period of time, receive from the Board the difference between his/her Worker's Disability Compensation check and his/her regular salary.
3. If the employee's incapacitation continues beyond the ninety (90) day period stated above, s/he shall continue to receive the difference between his/her Worker's Disability Compensation check and his/her regular salary to the extent and until such time as said employee has used up all of his/her remaining sick leave and/or personal leave days.
  - a. For purposes of this sub section, "full salary from the Board" shall mean the individual's standard amount. It shall not include overtime, or any other extra pay assignment.
  - b. It is also understood that the amount of sick leave and/or personal leave to be deducted from the employee's account(s) will be 1/2 day for any full day's absence. If the employee is absence less than a full day, the employee will still be charged 1/2 day from his/her sick or personal leave account.
4. An employee returning within one (1) year from Worker's Compensation shall be placed into the same position building, and shift. An employee returning after one (1) year shall be placed into a position comparable to the position occupied at the time of injury or into a work pool until a comparable position becomes available.

In the event the employee is medically unable to perform the functions of their position, they shall then be placed in a position with the most comparable rate of pay for which s/he is qualified to perform.

### 37.8 EXTENDED BENEFITS

Whenever an employee is on an approved leave of absence because of illness and has exhausted accumulated sick leave, the Employer shall continue to pay the full cost of the employee's benefits as provided by the Employer, for a period not to exceed one (1) month following termination of sick leave pay provided, however, the employee shall have completed the probationary period.

### 37.9 TUBERCULIN TESTS

Should the District require tuberculin tests, it shall provide skin tests free of charge.

If the Board does not provide a special plan, the employee may use the physician of his/her choice and shall be reimbursed for the cost of such a test. Employees must submit a paid receipt indicating the cost of the test to be eligible for reimbursement. The Board will fully reimburse any employee, upon receipt, who is required by his/her physician to have a chest x-ray to satisfy this test requirement.

### 37.10 PHYSICAL EXAMINATIONS

When the Board requires a physical examination, it will be provided through the District's designated medical center at Board expense.

### 37.11 Dual Insurance Coverage

The parties agree to the following interpretation concerning dual insurance coverage:

1. The employee and his/her spouse may carry separate hospital-medical insurance policies, provided that no dual insurance coverage shall ensue from such insurance for the employee, his/her spouse, and any member(s) of his/her family, including children. For example, the employee may select single subscriber coverage paid for by the Board, if his/her spouse covers himself/herself and dependent children under another employer's hospital-medical insurance coverage.

A husband and a wife, however, who both work for the District shall not have the option of dual insurance coverage paid for by the Board under two separate coverages.

2. The following coverages shall not be considered dual coverage for purposes of Article 37.11:
  - A. Hospital-medical insurance coverage provided under a pension or retirement plan, including OHIP.

- B. Hospital-medical coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50% or more.
  - C. Hospital-medical coverage provided through health and welfare funds.
3. The District will provide dual insurance coverage as exceptions to the number one (1) above in the following situations:
- A. If legal decrees, such as divorce decrees, dictate that the dependent's hospital-medical coverage be provided by the employee and/or his/her spouse resulting in dual coverage;
  - B. If pre-existing conditions prevent continuous hospital-medical coverage for the employee, spouse and/or any dependent as a result of the transfer of, or dropping by the Board of other employer paid insurance in compliance with number one (1) above.
4. In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. In this instance, the District will pick up the insurance coverage for the employee and dependent children.
5. Dual hospital-medical insurance coverage will be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
6. The District shall provide hospital-medical insurance coverage for the employee and dependent children in instances where the employee's spouse would lose other insurance benefits (e.g., life insurance, LTD insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.
7. Dual hospital-medical insurance coverage shall be allowed for the employee and his/her over age dependents, when the spouse's policy does not provide for said coverage.

The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by the traditional full family hospital-medical insurance program identified in Article 37.11 above, including deductible. For purposes of implementing this subsection, the

MEA/Local Four shall appoint a representative to meet with a designee from the Employee Services Department in order to review employee requests for exemption from the parties' agreement of no dual hospital-medical insurance coverage because of inferior coverage. If the representatives cannot agree to approve or deny a member's request for exemption under number 8 above, MEA/Local Four may submit the issue to final and binding arbitration under Step 4 of the grievance procedure.

An annual survey may be distributed by the Board to all employees carrying Board paid hospital-medical insurance for the purpose of updating eligible dependents. This survey will be sent out along with the insurance application in the fall of each year. Failure to complete and return the survey and/or application within thirty (30) days may result in loss of hospital-medical insurance benefits.

**ARTICLE 38**  
**Longevity Pay**

38.1

Longevity will be paid to those employees whose standard hours are a minimum of twenty-five (25) hours per week on the following basis:

- 15 - 19 years of service in the District.....\$ 550
- 20 - 24 years of service in the District.....\$1,100
- 25 plus years of service in the District.....\$1,700

Longevity pay will be paid no later than the last regular pay date in June each year.

Credit will be granted for all years or portions thereof that pay was received from the Wayne-Westland Community School District. Sick days, sick bank days, vacation days, etc., will be included for credit.

Years of service, however, do not have to have been performed at the twenty-five (25) standard hours per week minimum. All employment years will be counted toward years of longevity.

All time employed by the District will count toward longevity pay except time employed as a substitute employee or time off because of layoff or unpaid leaves.

Longevity pay will be prorated, based on the Michigan Public School Employees' Retirement system guidelines of seventeen (17) days equaling 0.1 of

a year's credit, for employees during any given school year so long as they had already qualified for longevity pay at the end of the preceding year.

One year of credit will be based on a ten-month work year.

### **ARTICLE 39 Sick Day Payout**

#### 39.1

To qualify, an individual must have ten (10) years seniority in the bargaining unit.

Payout will be calculated using the employee's base wage inserted in the following formulas:

#### Accumulated Sick Days

◇	0 - 48	Payout at 10% of base daily wage x number of days
◇	49 - 60	25% of base daily wage x number of days
◇	61 - 72	30% of base daily wage x number of days
◇	73 - 84	35% of base daily wage x number of days
◇	85 - 200	40% of base daily wage x number of days
◇	201 or above	50% of base daily wage x number of days

#### 39.2

Severance pay equal to or greater than \$2,000.00 shall be deposited into a non-elective employer contribution to a 403b plan designated by the Board.

### **ARTICLE 40 Evaluation**

#### 40.1

Each employee will be formally evaluated every three years for the purpose of helping the employee succeed in his/her assignment. This cycle does not prohibit the District from evaluating the employee more often than every three years. Management will provide the evaluation instrument with Union input.

If a supervisor notes a deficiency in the employee's evaluation, besides identifying the area of concern, s/he will provide suggestions for improvement.

#### 40.2

Effective with the 2001/2002 school year, 20% of the Local Four membership in the operations, food service, and student monitor divisions will be required, as a

group, to submit to random drug and alcohol screening per school year. The time spent for testing shall be considered work time.

An impartial third party shall be responsible for the random selection, testing, and the reporting of results. The testing and reporting process shall follow the same procedures and guidelines as required in the Omnibus Transportation Act.

Refusal to submit to a test will be considered a positive finding and may result in disciplinary action up to and including termination.

An employee suspended for testing positive for drugs shall be granted reinstatement on a one-time basis only after an evaluation and, if necessary, a treatment program is entered into.

The number of screenings and the percentage of transportation employees to be screened shall comply with federal and/or state regulations

#### 40.2.1

Employees will be offered training and educational materials explaining the alcohol and controlled substance testing procedures. All such training shall be considered work time. Each employee shall be required to sign a statement verifying receipt of the training and educational materials. Employees opting not to participate in the training shall sign a statement indicating their non-participation. Non-participation shall not be considered a valid defense for refusal to submit to a screening.

### **ARTICLE 41 Employee Movement**

#### 41.1

Movement shall be defined as a permanent position change.

#### 41.2

Promotions shall be defined as movement of employees to positions within their respective divisions (see Article 6.1.1) which either have a higher rate of pay or higher number of standard hours or both.

#### 41.3

Transfers shall be defined as movement within a classification, group, or shift in the Custodial, Warehouse, Transportation, and Student Monitor groups and time assignments in the Food Services Division.



**ARTICLE 42**  
**Protection of Employees**

42.1

The District provides liability coverage in the event a complaint is brought against an employee in connection with his/her employment. There will be no deductible.

**ARTICLE 43**  
**Vacation Credit**

43.1

Employees will earn credit toward vacation with pay in accordance with the following schedule:

- ◇ Vacation credit will be earned only for those months in which an employee receives pay for the majority of the scheduled workdays. Exception: Employees relying solely upon the Union's Sick Bank or Workers' Compensation in order to maintain benefits will not accrue vacation credit.
- ◇ Those persons hired prior to January 1 of any fiscal year shall be given full credit for that year. Those persons hired January 1 or after any fiscal year will receive 1/2 credit for the difference between their full years of seniority, and the next higher year of seniority.

July 1 through December 31

1 year	- 6 days
2 years	- 8 days
3 years	- 8 days
4 years	- 9 days
5 years	- 10 days
6 years	- 11 days
7 years	- 12 days
8 years	- 13 days
9 years	- 14 days
10 years	- 16 days
11 years thru 13 years	- 18 days
14 years thru 16 years	- 19 days
17 years thru 19 years	- 20 days
20 years and over	- 23 days

January 1 through June 30

After	- 2 days
0.5 year	- 2 days
1.5 years	- 7 days
2.5 years	- 8 days
3.5 years	- 8.5 days
4.5 years	- 9.5 days
5.5 years	- 10.5 days
6.5 years	- 11.5 days
7.5 years	- 12.5 days
8.5 years	- 13.5 days
9.5 years	- 14.5 days
10.5 years	- 16.5 days
11.5 years	- 18 days
12.5 years	- 18 days
13.5 years	- 18.5 days
14.5 years	- 19 days
15.5 years	- 19 days
16.5 years	- 19.5 days

17.5 years - 20 days  
 18.5 years - 20 days  
 19.5 years - 21.5 days  
 20.5 years - 23 days

43.1.2

Less than twelve month employees, hired on or after July 1, 2005, will earn credit toward vacation with pay in accordance with the following schedule:

- 0 to 5 years – five (5) days paid vacation
- More than 5 years and less than 10 years – ten (10) days paid vacation
- 10 or more years – fifteen (15) days paid vacation

Vacation credit will be earned only for those months in which an employee receives pay for the majority of the scheduled workdays. Exception: Employees relying solely upon the Union's Sick Bank or Workers' Compensation in order to maintain benefits will not accrue vacation credit.

**ARTICLE 44**  
**Duration of Agreement**

44.1

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This Agreement shall be effective as of July 1, 2009, and shall continue in effect through June 30, 2012.

Local Four MEA/NEA

Wayne-Westland Community Schools

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Sue Hall, President  
 MEA/Local Four

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Skip Monit, President  
 Wayne-Westland Board of Education

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Evelyn Baran, Executive Director  
 MEA/Local Four

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Gary M. Martin  
 Deputy Superintendent of  
 Administrative and Business Services

---

Joan M. Sedik, Executive Director  
 Human Resources

October 24, 2009

November 9, 2009

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Date of Ratification By Union

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Date of Ratification By Board

## OPERATIONS DIVISION

### Custodial and Warehouse Groups

#### ARTICLE 45

#### Seniority-Non-Probationary Employees

45.1

Seniority shall be on a group basis as defined in Article 5.

45.2

Seniority is the guide rule for the purpose of job security which applies to the following categories:

- Vacation
- Transfer (within a classification)
- Downgrade
- Promotion
- Overtime
- Layoff
- Reduction in Force
- Shift Preference

45.3

Seniority is an employee's guarantee that he or she will have full employment as long as feasible as compensation for their years of devoted services.

45.4

Persons returning to Local Four who have prior seniority in the department shall enter at the lowest open C-1 position not applied for by a member of the Custodial Department when posted. This action shall not displace a member of Local Four Custodial/Warehouse departments.

45.4.1

Local Four seniority will be frozen in the original group, and will proceed from date of return, if applicable.

45.4.2

The employee will have forty (40) actual working days to determine whether or not to remain in the new position. If, for a valid reason given to the employer in writing, the employee decides not to remain in that position at any time during the forty (40) day trial period, s/he shall revert back to position s/he left without loss of seniority and at her/his prior pay rate. If the position previously held is no longer available, the District will place the individual on special assignment until a position of like nature becomes available. At no time will the employee lose time or pay, because of the decision to return.

The Employer, during this forty (40) day trial period, has the right to evaluate the employee and, after showing just cause, may either reassign him/her to his/her prior classification should the position still be open or assign the employee special duty in his/her group until a position of like nature becomes available. Notice and reason will be submitted to the employee with a copy to the Union.

When an opening occurs as the one held previously, the District shall place him/her into that position without the position being posted.

It is understood that the District's reassignment or assignment will be at the employee's prior pay rate without loss of seniority.

45.5

Persons leaving the Union for a managerial position shall retain their accumulated seniority as a Union member and be permitted to return to the unit with their accumulated seniority as in 46.4.

## **ARTICLE 46 Temporary Vacancies**

46.1

The employee who worked in the temporary assignment shall be returned to his/her former position upon the return of the employee s/he had temporarily replaced or upon the proper filling of that position.

46.2

CUSTODIAN AND WAREHOUSE: When management has prior knowledge of a temporary vacancy during the school year when students are scheduled for instructional days, management will replace the following positions from day one (1) of the vacancy:

- 1) All Elementary Head Custodians
- 2) Building Shift Leader
- 3) Chief Warehouse Leader

When management has prior notice that middle or high school's head custodian will be absent, the position will be replaced no later than the third day.

All other positions will be filled if possible by management.

In filling temporary positions, the District shall, by seniority, give preference to the employees in the building who have indicated in writing their interest in temporary assignments. If no one from the building applies, the District will, by seniority, give preference to other applicants who have indicated in writing their

interest in temporary assignments. If no form is on file for an employee, s/he will not be considered for temporary assignments at that time.

#### 46.2.1

When students are not scheduled for instructional days and management has prior knowledge of a temporary vacancy, the following positions shall be filled beginning day one (1) of the vacancy by seniority within the building, (District, if applicable):

1. Chief Warehouse Clerk
2. High School Shift Leader

Building usage may require the shift leader assignment to remain on the second shift.

Vacancies in all other positions shall be filled when deemed necessary by management for the effective and efficient operation of the building and school district.

#### 46.3

If an employee refuses or is unavailable to accept a temporary assignment when the vacancy occurs, s/he will forfeit his/her right to that assignment.

An employee who, on eight occasions during a fiscal year, refuses or indicates s/he is unavailable for a temporary assignment shall have his/her name removed from the temporary assignment list for the balance of that fiscal year.

#### 46.4

If an employee accepts a temporary vacancy assignment for a specified period of time s/he may not be offered another temporary assignment until the first assignment expires or until s/he has returned to his/her permanent classification for a maximum of one (1) working day.

#### 46.5

Employees will not be allowed to make "Temporary" downgrades and/or lateral moves for the sole purposes of building and shift preferences.

## **ARTICLE 47 Promotions**

#### 47.1

The promotion of employees or advancement within the bargaining unit is the responsibility of management subject to the procedures set forth in this Article.

47.2

- A. Functional literacy is necessary for certain classified position within the bargaining unit. Written examinations will be conducted for all employees interested in promotional opportunities. Examinations will be given a minimum of twice a year, in July and February.

Any employee may request an oral examination in lieu of a written examination. The employee's application shall include this request for an oral exam. Applicable job descriptions will be available at Buildings and Grounds.

#### GROUND RULES FOR MEA LOCAL FOUR TESTING

1. The testing Committee shall consist of the following:
  - a) Two union officers within the operations department, one management member within the operations department, and the Executive Director of Employee Services.
2. Questions for each test will be submitted jointly by the Committee with the assistance of one or more personnel serving in the same classification for which the test is being developed.
3. Three tests for each classification will be developed. Each of the three tests will be reviewed by the Committee prior to being administered.
4. Effective September 1, 2001, a passing score of eighty percent (80%) must be achieved by an employee before that employee will be considered for promotion. All employees with a passing score shall be placed on a master list. The most senior employee with a passing score shall be given the opportunity for promotion first, the next most senior second, and so on.

Passing test scores for promotional purposes are valid for five (5) years. Further, a passing test score on any test shall also count as a passing score on any test of a lower "C" classification. Employees attempting to promote to a head custodian position must have either a valid passing score on the test for the desired position or a passing score on a head custodian test of a higher classification.

The position of pool operator will not be subject to the above testing procedures. Pool operators must be certified as outlined by the Michigan Department of Public Health.

5. All completed tests shall be maintained in the Human Resources Office for a period of sixty (60) calendar days. Employees wishing to review

their test results may do so by making an appointment with the Executive Director of Human Resources.

Such a review will be in the presence of the Executive Director of Human Resources and may include, if the employee wishes, a Union officer.

During the review process, the employee will be provided his/her test and the answers. The employee will not be given the test or a copy of the test to keep. The employee may not take notes during the test review meeting.

6. Tests may be reviewed, revised, and/or rewritten at any time the Committee deems necessary.
- B. The senior applicant, who successfully qualifies in step A, will be given a forty (40) actual working day trial period to prove his/her ability to perform the job assignment.
  - C. A practical examination may be conducted to judge the applicant's general skill and basic ability based on job description during the trial period but not prior to the 20th working day. This exam will be administered by Management. Failure to demonstrate basic skills of the job qualifications will be just cause for disqualification. Two (2) Union Representatives will be present for all examinations as observers.

#### 47.3

A joint Union-Management committee will establish the criteria for the written, oral and practical examinations.

#### 47.4

Employees applying for a posted position of equal pay rate, but different grade or classification status shall be subject to the procedure set forth in section 48.2.

#### 47.5

When a job vacancy is posted by the Human Resources Department, it will be posted within ten (10) days of the official vacancy occurrence. The posting shall remain for ten (10) working days in a conspicuous place in each building, with a copy on the Union Bulletin Board and a copy sent to the MEA office. Employees interested shall apply within the open posting period to the Human Resources Department or by submitting an on-line internal application, if available. All vacancies will be filled within ten (10) days of the close of the posting. The new assignment will be considered temporary pending final School Board and/or Cabinet action.

47.6

Employees accepting a new position, in their current division, shall be placed on the same step in the new position as s/he held in the previous position.

47.7

In the event the senior applicant is denied the position posted, reasons for denial shall be given in writing to such employee. If the reasons are unsatisfactory to the employee, s/he may request an interview with the person who has written the reasons for denial, to review the points in contention. If the outcome of this meeting is not satisfactory to the employee, the matter may be subject to the grievance procedure.

47.8

Any job posting that would be subject to transfers under Article 48 will be filled after all proper transfers take place.

## **ARTICLE 48**

### **Transfer**

48.1

Transfers shall be defined as movement within classification or shift.

48.1.1

The term "shift preference" shall mean a permanent position change within a classification and/or group to achieve a desired building and/or shift.

48.1.2

Downgrades shall be defined as movement to a lower rated classification or lower pay rate.

An employee can downgrade from a "C" classification position to another "C" classification position.

Employees downgrading to a head custodian position must have a valid passing score on a head custodian test or have previously held a permanent head custodian position within the previous five years.

C-8 evening/night high school shift leaders, however, cannot downgrade into a head custodian position unless s/he has previously held such a position.

Employees who apply for a downgrade transfer to an "S" classification position must have held the position in a permanent status at some time in the past or successfully test for the "S" position in order to down grade.



#### 48.2

Involuntary transfers of the work force will be done for just cause. All employees to be transferred will be notified by the employer in writing the reason for such action. Where an employee feels aggrieved by such action, a special conference will be held. If a satisfactory agreement is not reached, the grievance will begin at Step 2 of the grievance procedure.

#### 48.3

Employee Initiated Movement (E.I.M.) requests may be initiated by any employee within his/her respective group. The senior qualified E.I.M. applicant will be offered the open position first and so on by seniority and qualifications. Any E.I.M. transfer will bind the employee to that position for one year. Any management related movement will not be held to the one year restriction, (e.g., promotion, transfer, new hire, recall, demotion, etc.)

#### 48.4

If an employee initiates an E.I.M. request without specifying a particular building or shift, and if the District offers one, which s/he refuses, it will count as a successful E.I.M.

#### 48.5

All E.I.M. requests are to be filled within five (5) working days of the posting date.

#### 48.6

No E.I.M. will be honored for new hires or persons coming into a new group before completing their probationary period.

#### 48.7

No employee will be discriminated against because of an E.I.M. or request for same. Any E.I.M. can be withdrawn at any time.

#### 48.8

All transfer requests expire on June 30, annually. Employees wishing transfers the following year must complete new requests. Employee may submit as many requests as desired.

#### 48.9

The number of substitutes working on a given day will not exceed the number of custodians absent that day. The District may increase this number by five (5).

In a layoff situation, laid-off employees will be paid their previous custodial wage if the number of subs exceeds the number of custodians absent that day. In this regard, the District will have available for review a weekly absence report show the number of custodians absent and the number of substitutes working for each day.

During the summer recess period, up to twenty-five (25) substitute custodians district-wide will be allowed to assist custodians with summer clean up, provided such assistance does not prevent employees from being offered customary overtime in accordance with article 50.12 and provided such assistance does not prevent the recall of a laid-off employee. These substitute custodians, furthermore, may not work Saturday, Sunday, holidays, or any overtime.

## **ARTICLE 49**

### **Working Hours, Shift Premium Hours**

#### 49.1

Unless otherwise specified the work day(s) will mean regular scheduled working days.

#### 49.2

REGULAR HOURS: The regular hours of work each day shall be consecutive except for a guaranteed uninterrupted one-half hour lunch period unless an emergency affecting the safety of children or school plant arises.

#### 49.3

WORK WEEK: The work week for first, mid-day, and second shift employees shall consist of five (5) consecutive eight (8) hour days, Monday through Friday (except for employees in continuous operations discussed in Article 50.7 or third shift employees).

#### 49.4

WORKDAY FOR CUSTODIAL AND WAREHOUSE: Eight consecutive hours of work within the 24 hour period beginning at midnight shall constitute the regular work day.

#### 49.5

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular shift, and each work shift shall have a regular starting and quitting time. Shift time beginning:

- ◇ The first shift shall start between 5:00 a.m. and 8:00 a.m.
- ◇ The mid-day shift shall start between 10:00 a.m. and 12:00 p.m.
- ◇ The second shift shall start between 3:00 p.m. and 5:00 p.m.
- ◇ The third shift shall start between 10:00 p.m. and 12:00 midnight.

Operations supervisors shall post on bulletin board the regular shift the employee works and duties of each employee.

If two (2) calendar days are involved on a shift, (as is the case of the third shift), the calendar day on which the shift starts shall be considered the work day for computing overtime.

In the event that all employees on a shift in a building are to have a shift change, such notice will be given to the affected employees at least one (1) week in advance of such a shift change.

#### 49.6

Work schedules showing the employee's shift, work days and hours shall be posted on all Union bulletin boards. Management may temporarily transfer an employee from one building to another for a period not to exceed 45 days. The employee's shift will normally not be affected by such a move. Only in unique circumstances and with union agreement shall an employee's shift be changed. The Union will be consulted along with the employee prior to the actual move. An employee performing work at a different grade level from his/her normal assignment shall receive the higher rate in his/her step in the grade pay rate for such assignment.

#### 49.6.1

If an employee receives an unsatisfactory evaluation, his/her refusal of retraining (not to exceed five (5) days), including a possible shift change, shall not be deemed a valid defense in the event a disciplinary action results from poor work performance.

#### 49.7

CONTINUOUS OPERATIONS: Employees engaged in continuous operations are defined as being any employees or group of employees engaged in an operation for which there is regularly scheduled employment for 24 hours a day, seven (7) days a week.

The workweek for employees engaged in continuous operations shall consist of five (5) consecutive eight-hour days.

#### 49.8

All employees are expected to be at their regularly assigned working station at their scheduled starting time.

#### 49.8.1

An employee will not be required to use his/her vehicle while performing his/her job unless an emergency situation exists. This excludes custodians who work in more than one building.

#### 49.9

Employees will be permitted a "break" of fifteen (15) minutes the first half of the shift and also a "break" of fifteen (15) minutes the second half of the shift. Breaks

will be permitted after two (2) hours of the normal working schedule have elapsed.

#### 49.10

Full time Custodial and Warehouse employees shall be paid a thirty-minute lunch period. The employee may purchase food at a restaurant and eat at the most appropriate site for the lunch period with prior approval of his/her supervisor. Otherwise, the clear intent is that employees are to eat lunch on School District property.

#### 49.10.1

Employees will be permitted sufficient time prior to the conclusion of the workday, to wash up as determined by the work schedule.

#### 49.11

An employee returning for duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1-1/2), except Sundays and holidays as specified in Article 51.

#### 49.12

Overtime hours are to be rotated and equalized in the building, then the district. Saturday and Sunday overtime shall be assigned on Friday.

If an employee refuses Saturday or Sunday overtime s/he shall be charged for the hours refused and will not be asked again for that Saturday or Sunday.

Exception: If an employee refuses a scheduled overtime assignment during the Christmas Recess, s/he will be charged but will remain eligible for further scheduled overtime assignments.

Saturday overtime shall be assigned first. After all Saturday overtime has been assigned, the Sunday overtime will be assigned by continuing down the same original lists. If all Sunday assignments have not been filled when the list is completed, then the list will be started over, asking only those persons who have accepted Saturday assignments.

The lowest hour person will be offered the greatest hourly assignment starting with Saturday and this procedure will continue for the rest of the assignments on Saturday and also Sunday.

It is the obligation of the employee to notify his/her supervisor of availability for regularly scheduled overtime on a mid-week Holiday, a normal two-day weekend (Saturday and Sunday), or an extended weekend (e.g. Thanksgiving, Christmas Recess, Mid-Winter Break, Easter, Memorial Day, Fourth of July, Labor Day, etc.) This notification must be in writing and with a phone number where s/he may be contacted. This notification in writing will be on a list, which will be

in a conspicuous place in the building. The employee will sign up by 5:00 p.m. Wednesday.

If a person is absent for any reason on the work day immediately preceding a mid-week Holiday, a normal two-day weekend (Saturday and Sunday), or an extended weekend, s/he will not be considered for overtime on that Holiday or weekend. If an employee does not sign the regular scheduled overtime sheet, it will be considered a refusal of overtime and so charged. All refusals will be charged if the rotation of the list is completed.

If a person has an unexcused absence without pay, s/he may be excluded from overtime assignments for a period of time not to exceed ten (10) working days. During this ten (10) day exclusion, s/he will be charged for any hours that would have been offered.

Emergency call-ins shall be any overtime other than regularly scheduled overtime and shall be assigned from the emergency overtime call-in sheets to the lowest hour person on said list within the building, except when specific expertise is required. No one shall be charged for the same time assignment twice. After regular scheduled overtime has been assigned on Friday, any deviation shall be processed as emergency call-in overtime. Any employee wishing to be considered for emergency overtime call-in shall sign up by each June 30 for the next fiscal year. If s/he fails to do so, s/he can add her/his name to the list upon proper notification to her/his supervisor. Failure to be available on six occasions during the fiscal year shall be cause for removal from the list until the next fiscal year.

When expertise is required, only employees qualified to perform the necessary service/s will be called to do so, and no others are to be charged for the call-in. For those employees who have been deemed qualified, call-in's shall be rotated and equalized within that group of employees. Management will determine which shift the expertise overtime will be assigned.

Overtime for snow removal shall be first offered to the on-site groundskeeper at the high school level, to the head custodian and/or assistant head custodian at the middle school level, and to the head custodian at the elementary level. Then the offer shall follow the same process as expertise overtime.

Overtime for emergency pool care shall be offered to the S-1 classified employee first. Then the offer shall follow the same process as expertise overtime.

For the purpose of overtime, the warehouse group shall be viewed as one building.

A list of qualified employees possessing expertise skills will be developed for each work site by the department supervisor(s). Should other employees qualify after the inception of the original list they will be added to the expertise call-in list as set forth in 49.13.

Custodial employees may be removed from the overtime list, if they have signed up and refused overtime assignment(s) six (6) times during the year. A year is defined as July 1 through June 30. Exclusions will be made in cases of paid leaves.

Employees who wish to refuse overtime until further notice must sign an Extended Overtime Refusal Form.

49.13

Overtime rotation shall be recorded July 1 through June 30 each year.

All overtime hours for each employee will be recorded in one place (on one list). Employees transferred in accordance with Article 49.6 and employees who transfer and are assigned to a new work site shall be entered in the overtime rotation at the new site one (1) hour above the highest logged hour at the site less expertise hours. Employees who become qualified for expertise assignments shall be entered in their expertise rotation one (1) hour above the highest logged hour in that expertise assignment. Employees transferred in accordance with Article 49.6 who return to their original assignment will be placed on that building's overtime rotation in the same manner as above.

Temporary assigned employees who work in excess of twenty (20) consecutive work days at a new work site will be entered in the overtime rotation at the new site one (1) hour above the highest logged hour at this site less expertise hours. Immediately upon the return to their original assignment, the employee will be placed on that building's overtime rotation in the same manner as above.

## **ARTICLE 50 Overtime**

TIME AND ONE-HALF WILL BE PAID AS FOLLOWS:

50.1

Full time employees will normally work a regular eight (8) hour shift. Any hours worked in excess of their regular eight (8) hour shift, within a 24 hour period, including schedule, will be paid at the rate of time and one-half based on their standard hourly rate on quarter hour increments.

50.2

Double-time will be paid for Holidays and Sundays based on standard hourly rate except when a shift starts on Saturday and continues into Sunday, provided that hours in excess of eight (8) per day or forty (40) per week on such shift will be paid at time and one-half.

50.3

Time and a half will be paid for the sixth day and double time for the seventh day.

50.4

The District shall first offer overtime for custodial bargaining unit work regarding snow removal, grass cutting, and sports preparation to the on-site groundskeeper at the high school level, to the head custodian and/or assistant head custodian at the middle school level, and to the head custodian at the elementary school level. Then the offer shall follow the same process as expertise overtime.

## **ARTICLE 51 Work Clothing**

51.1

Custodial employees will be given a clothing allowance of \$150 per year to order work clothing from the district's work clothing supply list. The type, style, color and information on the work clothing provided by the district shall be determined jointly by two representatives selected by the Union, the Executive Director of Building and Grounds and one (1) additional member from Management. The committee may set aside a portion of the clothing allowance for the purchase of suitable footwear. All employees must wear their work clothing during working hours.

The District, furthermore, will provide groundskeepers foul weather gear. The gear supplied will be for school use only. It will be the responsibility of the employee to maintain their foul weather gear. Foul weather gear shall not be part of the \$150 clothing allowance.

Head custodians, S-3 utility, and assistant head custodians may use all or part of their clothing allowance for foul wear gear. Any other employee who has enough suitable work clothes may request to use his/her yearly allowance for foul weather gear if the person works outside, either in his/her job or subbing.

It is agreed that the employee will be responsible for the upkeep and maintenance of all uniforms or other clothing provided through a clothing allowance. In addition, all union employees will wear identification badges

supplied to them by the Board if so directed. Lost or stolen identification badges must be reported to Building and Grounds as soon as possible.

## **ARTICLE 52 Vacation Eligibility**

### 52.1

Vacation or payment in lieu of: Employees who are entitled to a fourth (4th) week and/or 5th week of vacation may receive payment in lieu of vacation for that period, if at the discretion of the employer the vacation cannot be granted. These employees will be notified within ten (10) days of their request for the fourth/fifth (4/5) week of vacation, whether it will be granted in the form of vacation or in payment in lieu of vacation.

## **ARTICLE 53 Vacation Periods**

### 53.1

Each twelve (12) month employee will be given a form on or before the first Monday of April each year. This form will contain the following:

1. Employee's name.
2. Number of vacation days for following fiscal year
3. Spaces for employee to fill in for requested vacation period(s).

Each employee must submit this form to the building principal by the last Monday in April or sooner. After review and consideration the building principal will forward the form(s) to the Operations Supervisor. All vacation request forms must be submitted to the Operations Supervisor no later than the second Monday in May. The Operations Supervisor will notify employees no later than the first Monday of June as to whether their requested vacation times are granted. A copy of this form will be returned to the building principal. Changes or deviations from an approved request must be reviewed by the building principal.

No employee, because of seniority, will be given preference over an employee who has been granted vacation(s) following the above procedure.

Building principals may block out up to four (4) weeks per year (two (2) weeks in split assignments) which prohibit an employee from taking his/her vacation during specific time periods. These blocks must be in five (5) day increments of Monday through Friday. No more than two (2) five (5) day periods may be blocked out consecutively.



Employees will be allowed to use their personal business days in conjunction with their earned vacation days if they so request, in writing, prior to their approved vacation days. This is the sole exception to Article 36.3.

Vacations will be granted at such times during the year as are suitable, considering the employee and efficient operation of the department concerned. In the event it is necessary to limit the number of employees who have applied, after the last Monday of April for the same vacation period the senior employee(s) will be given preference.

#### 53.2

Vacations will be taken in blocks of five (5) consecutive workdays. If the employee had less than five (5) vacation days to be used, they may be taken in consecutive days. Deviation from the above will be allowed with administrative approval, providing such scheduling does not drastically interfere with the operation of the school district.

#### 53.3

When a holiday is observed by the Employer on a day other than Saturday during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

#### 53.4

A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each fiscal year.

#### 53.5

A vacation may not be waived by an employee and extra pay received for work during that period. An individual may petition for deviation from the above restrictions; Union representation may be requested at such a hearing.

#### 53.6

If an employee becomes incapacitated immediately prior to vacation or during the first two (2) days of his/her vacation and is hospitalized under the care of a duly licensed physician, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, s/he will be awarded payment in lieu of vacation.

### **ARTICLE 54 Classifications**

#### 54.1

Class "A" - Buildings having over 200,000 square feet.  
High School-Head Custodian--C-10S  
Evening/Night Leader--C-8

Class "B" - Buildings having from 100,000 to 200,000 square feet, Middle School Head Custodian--C-10S

Class "C" - Buildings having up to 100,000 square feet, Elementary School Head Custodian--C-6E

Buildings having less than 20,000 square feet would not require a head custodian. They would be serviced by a day custodian or a head custodian from another building.

#### 54.2 Classifications within the Custodian Group

- C-1 Regular Custodian
- C-1S Regular Custodian/Security Response
- C-2 Middle School Shift Leader
- C-3 Assistant Head Custodian
- C 6E Elementary Head Custodian
- C-7 Head Custodian - Class "C" Building (Current C-7 employees only)
- C-8 Evening/Night High School Shift Leader
- C-10S Secondary Head Custodian
  
- S-1 Pool Operator/Custodian
- S-2 Groundskeeper/Custodian
- S-2H High School Groundskeeper /Custodian
- S-3 Utility Person/Custodian

#### 54.3 Classifications within the Warehouse Group

- W-1 Chief Warehouse Clerk
- W-2 Warehouse Clerk

### ARTICLE 55 Salary Schedule

2009/10; 2010/11; 2011/12 Salary Schedule

This schedule reflects a 0% increase over the 08/09 schedule for years 1 - 6.

Classification	Probationary	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
C-1	\$14.35	\$15.39	\$16.20	\$16.85	\$17.68	\$18.15	\$19.24
C-1S		\$15.67	\$16.49	\$17.16	\$17.95	\$18.42	\$19.56
C-2		\$15.92	\$16.76	\$17.44	\$18.25	\$18.71	\$19.80
C-3		\$15.92	\$16.76	\$17.44	\$18.25	\$18.71	\$19.80

C-6E		\$16.62	\$17.48	\$18.19	\$18.97	\$19.45	\$20.62
C-7		\$16.72	\$17.60	\$18.30	\$19.08	\$19.59	\$20.76
C-8		\$16.72	\$17.60	\$18.30	\$19.08	\$19.59	\$20.76
C-10S		\$17.31	\$18.22	\$18.96	\$19.73	\$20.22	\$21.36
S-1		\$16.28	\$17.14	\$17.83	\$18.61	\$19.09	\$20.18
S-2		\$15.92	\$16.76	\$17.44	\$18.25	\$18.71	\$19.80
S-2H		\$16.28	\$17.14	\$17.83	\$18.61	\$19.09	\$20.18
S-3		\$16.50	\$17.36	\$18.06	\$18.83	\$19.31	\$20.47

Shift Premium: When required to work 2<sup>nd</sup> shift--\$0.05 per hour additional

When required to work 3<sup>rd</sup> shift--\$0.10 per hour additional

Custodial Trainer Premium: When required to train -- \$0.50 per hour additional

A one time lump sum payment of 1.25% of each employees 2009/2010 Local 4 earnings will be paid before the end of July 2010 on a regular check date. The District will make every attempt to make this payment on a different check from the vacation check. To be eligible an employee must work through June 30, 2010. Employees retiring through MPSERS before June 30, 2010 will also be eligible for the 1.25% lump sum payment upon their retirement.

#### 2009/10; 2010/11; 2011/12 Salary Schedule

This schedule reflects a 0% increase over the 08/09 schedule for years 1 - 6.

Classification	Probationary	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
W-1	\$16.14	\$17.31	\$18.22	\$18.95	\$19.73	\$20.22	\$21.36
W-2	\$15.18	\$16.28	\$17.14	\$18.28	\$18.66	\$19.13	\$20.26

A one time lump sum payment of 1.25% of each employees 2009/2010 Local 4 earnings will be paid before the end of July 2010 on a regular check date. The District will make every attempt to make this payment on a different check from the vacation check. To be eligible an employee must work through June 30, 2010. Employees retiring through MPSERS before June 30, 2010 will also be eligible for the 1.25% lump sum payment upon their retirement.

## FOOD SERVICES AND STUDENT MONITOR DIVISION

### ARTICLE 56

#### Seniority-Non-Probationary Employees

##### 56.1

Seniority shall be on a group basis as defined in Article 5.

##### 56.2

Seniority is the guide rule for the purpose of job security which applies in the following categories:

- Vacation
- Transfer (within a classification)
- Downgrade (to a permanent position held before)  
(Exception: Cafeteria per Article 60.2)
- Promotion
- Overtime
- Layoff
- Reduction in Force

##### 56.3

Seniority is an employee's guarantee that he or she will have full employment as long as feasible as compensation for his/her years of devoted services.

##### 56.4

Persons returning to Local Four who have prior seniority in the Local shall enter at the lowest hourly open position not applied for by a member of the Local when posted. This action shall not displace a member of MEA Local Four.

##### 56.4.1

Local Four seniority will be frozen in the original group and/or classification, and will proceed from date of return, if applicable.

##### 56.4.2

The employee will have forty (40) actual working days to determine whether or not to remain in the new position. If, for a valid reason given to the employer in writing, the employee decides not to remain in that position at any time during the forty day period, s/he shall revert back to position s/he left without loss of seniority and at her/his prior pay rate. If the position left is not available, the District will place the individual on special assignment until a position of like nature becomes available. At no time will the employee lose time or pay, because of the decision to return.

The employer, during this forty day period, has the right to evaluate the employee and, after showing just cause, either reassign him/her to his/her prior

classification should the position still be open or assign the employee special duty in his/her group until a position of like nature becomes available. Notice and reason will be submitted to the employee with a copy to the Union.

When an opening occurs the same as the one the employee held prior to the new placement, the District shall place him/her into that position without the position being posted.

It is understood that the District's reassignment or assignment will be at the employee's prior pay rate without loss of seniority.

56.5

Persons returning to the Food Service or Student Monitor group from Management will be placed at the lowest hourly level. Using their frozen union seniority, they may then promote to an open position (higher time assignment) when an open position becomes available.

56.6

Employees entering into the Food Services or Student Monitor groups with other MEA Local Four seniority will have that seniority frozen in their original group and will establish seniority in their new group from the first day worked in the new group.

## **ARTICLE 57 Temporary Vacancies**

57.1

FOOD SERVICES ONLY: Where management has prior knowledge of a temporary vacancy to exceed FIVE (5) days due to reasons not requiring Board action, the more senior employee within the building shall be offered an opportunity to fill said position on the first day of the employee's absence.

The employee who worked in the temporary assignment shall be returned to his/her former position upon the return of the employee s/he had temporarily replaced or the temporary vacancy is filled by Cabinet action.

57.2

Food Service employees in a temporary assignment will not be charged on the extra work sheet.

57.3

If an employee refuses or is unavailable to accept a temporary assignment when the vacancy occurs, s/he will forfeit his/her right to that assignment.

57.4

If an employee accepts a temporary vacancy assignment for a specified period of time s/he may not be offered another temporary assignment until the first assignment expires or until s/he has returned to his/her permanent classification for a minimum of one (1) working day.

## **ARTICLE 58**

### **Transfer**

58.1

The word "transfer" will be defined as a permanent position change within a classification or time assignment.

58.1.1

The term "time assignment preference" shall mean a permanent position change within a classification to achieve a desired building.

58.2

Sections 58.1, 58.1.1, and 59.1 will be considered employee initiated movements or for future reference E.I.M.

58.3

Involuntary transfers of the work force will be done for just cause. Any and all employees to be transferred will be notified by the employer in writing the reason for such action. Where an employee feels aggrieved by such action, a special conference will be held. If a satisfactory agreement is not reached, the grievance will begin at Step 2 of the grievance procedure.

58.4

Employee Initiated Movement (E.I.M.) requests may be initiated by any employee within Food Services and Student Monitor Groups. The senior qualified E.I.M. applicant will be offered the open position first and so on by seniority. Any E.I.M. that is successful will bind the employee in that position for one year. Any management related movement will not be held to the restriction, (i.e. promotion, transfer, new hire, recall, demotion, etc.)

58.5

If an employee initiates an E.I.M. request without specifying a particular building, and is offered one and refuses, it will count as a successful E.I.M.

58.6

All E.I.M. requests are to be filled within five (5) working days of the closing date of the posting.

58.7

No E.I.M. will be honored for new hires or persons coming into a new classification before completing their probationary period. Exceptions must be approved by management.

58.8

No employee will be discriminated against because of an E.I.M. or request for same. Any E.I.M. can be withdrawn at any time.

58.9

All transfer requests expire on June 30 annually. Employees wishing transfers the following year must complete new requests. Employees may submit as many requests as desired.

## **ARTICLE 59 Downgrade**

59.1

The term "downgrade" shall mean a permanent position change within the Food Services division to a lower rated classification, lower pay rate, or lesser time assignment, after classification transfers have been completed.

59.2

Employees downgrading for reasons of financial cause (i.e., social security) shall not be held to the restrictions in 58.4 and 59.1.

## **ARTICLE 60 Promotions**

60.1

The term "promotion" shall mean a permanent position change to a higher rated classification, higher pay rate, or higher time assignment within an employee's group and/or classification as defined in Article 5.1.

For both layoff and promotion the Food Services classifications for Food Services will be:

- o F-1 Cafeteria Leader/High School
- o F-7 Cafeteria Leader/Middle School
- o F-5 Assistant Leader/High School
- o F-6 Assistant Leader/Middle School
- o F-2 Elementary/Secondary Cafeteria
- o F-3 Cafeteria Leader/Elementary
- o F-4 Elementary Money Handler

Classifications within the Student Monitor Group will be:

- SM-1 Student Monitor

## 60.2

Management may conduct an interview to help establish the job competency of the applicants. The applicant may request that a Union representative be in attendance during the interview process. Interviews will be for re-classification purposes only.

### 60.2.1

When an employee changes to a new classification within Food Services s/he shall be placed on the same step of the new position salary scale as the step they were on in their previous classification.

### 60.2.2

Elementary Cafeteria Leaders who were grandfathered in 06/07 for benefits shall retain their benefit rights until they retire, voluntarily transfer to an open position or have the seniority to transfer to an open position that qualifies for benefits. In the event that they have the seniority to transfer to an open position that would be eligible for benefits and they decline the position they shall forfeit their benefit rights under this article. This article is not intended to supersede seniority rights under article 56.2 or other related articles.

## 60.3

The Food Service Department will fill vacancies in the following manner:

1. The Food Services Department will post the vacancy in each building for five (5) working days after the Cabinet's decision to fill the vacancy.
2. A copy of each posting will be sent to the MEA Local Four office.
3. All employees applying for postings will fill out the Local 4 internal posting application form indicating their areas of interest.
4. The District will then list the applicants in seniority order and call each applicant in seniority order. Each applicant will have the option of accepting a position or passing. If a member can not be reached within forty-eight (48) hours, the District shall move to the next person on the seniority list.
5. As members transfer via the posting, the resultant openings will be added to the vacancy list and posted on the District's website. The resultant openings will be posted for a minimum of forty-eight (48) hours before the calling of applicants in seniority order resumes. A candidate who passed earlier in the process may elect to call the



Human Resources Department within the forty-eight (48) hour window to express interest in a resultant opening. Resultant openings will be awarded based on seniority.

6. Acceptance of an offered or resultant position will remove the member from any further consideration for vacancies occurring during that specific posting.

#### 60.3.1 EXTERNAL POSTING

All vacancies occurring as a result of the internal posting procedures in Article 60.3 will be filled in the following manner:

1. The Human Resources office will post the vacancy within ten (10) working days. The posting shall remain for ten (10) working days with a copy sent to the MEA Local Four office.
2. The Human Resources department will fill vacancies within ten (10) days of the close of the posting. The District shall consider the new assignment temporary pending final action.

#### 60.4

In the event a more senior applicant is denied the position posted, reasons for denial shall be given in writing to such employee. If the reasons are unsatisfactory to the employee, s/he may request an interview with the person who has written the reasons for denial, to review the points in contention. If the outcome of this meeting is not satisfactory to the employee, the matter may be subject to the grievance procedure.

#### 60.5

Any job posting that is subject to transfers under Article 59 will be filled after all transfers take place.

### **ARTICLE 61**

#### **Working Hours, Shift Premium Hours**

#### 61.1

Unless otherwise specified the work day(s) will mean regular scheduled working days.

#### 61.2

- A. **REGULAR HOURS:** Regular hours of work for high school and middle school food service employees shall be between 5:00 a.m. and 2:30 p.m.

Hours worked outside of this schedule shall be deemed "special assignment" time (Exceptions to this schedule will be Saturday and Sunday work).

- B. Regular hours of work for elementary food service shall be between 7:00 a.m. and 2:30 p.m.
- C. Elementary food service standard work schedules will be developed annually on a building by building basis reflecting each building's unique needs.
- D. Elementary food service programs will be determined based on such considerations as average number of meals served, number and length of meal periods, and types of services.

Work schedules for the following school year will be the same as they were at the close of the previous school year unless a layoff occurs, in which case the layoff language in Article 18 shall apply. An evaluation of work schedules from the previous June will be made after October 31<sup>st</sup>. Readjustments to the work schedules will take place no later than the beginning of the third week in November.

Management will review the assignments with the Food Service Stewards and one other union official before the assignments are provided to the employees.

- E. Elementary Money Handlers will be scheduled to work a minimum of two (2) hours per day and elementary food handlers will be scheduled to work a minimum of two and one half-hours per day.

The second shift student monitor will receive applicable shift premium.

#### 61.3

Food Service employee(s) shall be present whenever equipment, supplies and/or the cleanliness of a school kitchen is involved with any group or organization. A kitchen use form shall be submitted to the Director of Food Services, who shall deem the necessity for employee assignment. Extra and/or overtime hours will be offered by building first, then district.

#### 61.4

When a substitute is called to replace an absent employee, s/he shall work the lowest hour position in the unit. Elementary classification shall work time assignment as necessary.

#### 61.5

The terms used in food services to define time worked beyond the regular assignment time will be:

1. Overtime: Saturday, Sunday and over eight (8) hours in a single workday.
2. Special Assignment: Hours worked outside the normal workday excluding those listed under overtime.
3. Extra Work: Working beyond the regular assigned time on a normal workday.
4. Summer Positions: These positions shall be handled as "Special assignment" time. These positions shall be granted to employees of the affected buildings first, then by seniority and expertise to applicants throughout the District. This will apply to employees desiring summer substitute work.

#### 61.6

Work schedules showing the employee's time assignment hours shall be posted on all union bulletin boards. Management may temporarily transfer an employee from one building to another for a period not to exceed 45 days. The employee's assigned hours will not be affected by such a move. The Union will be consulted along with employee prior to the actual move. An employee performing work at a different classification from his/her normal assignment shall receive the higher rate in his/her step in the classification pay rate for such assignment.

#### 61.7

All employees are expected to be at their regularly assigned working stations at their scheduled starting times.

#### 61.8

An employee will not be required to use his/her vehicle while performing his/her job unless an emergency situation exists.

#### 61.9

Food Service employees assigned or working four (4) hours or more shall be entitled to a fifteen (15) minute break.

#### 61.10

Employees will be permitted sufficient time prior to the conclusion of the workday to wash up as determined by the work schedule.

#### 61.11

Employees shall be guaranteed at least two (2) hours for call-in by the employer at the appropriate prevailing rate.

61.12

Overtime and extra work hours are to be rotated and equalized in the building, then the district.

If an employee refuses Saturday or Sunday s/he shall be charged for the hours refused and will not be asked again for the Saturday or Sunday.

Saturday overtime shall be assigned first. After all Saturday overtime has been assigned, the Sunday overtime will be assigned by continuing down the same original lists. If all Sunday assignments have not been filled when the list is completed, then the list will be started over, asking only those persons who have accepted Saturday assignments.

Employees who wish to refuse overtime and /or extra work until further notice must sign an Extended Overtime/Extra Work Refusal Form.

61.13

Overtime and extra work rotations shall be recorded July 1 through June 30 each year.

Employees who transfer and are assigned to a new work site or become qualified for expertise assignments shall be entered in the overtime rotation one (1) hour above the highest logged hours.

61.14

When a food services employee is required to take a class outside his/her normal working day, s/he shall be paid his/her hourly wage for time spent in class. There will be no loss of wages if classes are scheduled during working hours.

61.15

It is the Board's intent that traditional bargaining unit work shall generally be performed by the food services department members providing proper equipment and expertise is available within the district. The Board shall retain the right to make the final determination.

61.16

Personal business days, sick days, holidays, and any paid days off will be paid based on the employee's standard hours, including breakfast and lunch, if so assigned.

**ARTICLE 62**  
**Overtime**

TIME AND ONE-HALF WILL BE PAID AS FOLLOWS:

62.1

Food Service and Student Monitor employees will be paid time and one-half only after they have worked in excess of eight (8) hours in the same workday, Monday through Friday. Saturday's rate will be time and one-half. Sunday and holiday work will be at double time.

62.2

Time and a half will be paid for Saturday and double time for Sunday.

**ARTICLE 63**  
**Work Clothing**

63.1

The District will provide Secondary Food Service and Elementary Cafeteria Leader a clothing allowance of \$125 and \$75 per year respectively. Elementary money handlers will be provided a \$50 clothing allowance. Student Monitor employees will be provided a clothing allowance of \$90 per year. The employees may use this allowance to order clothing from the District's work clothing supply list. Two representatives selected by the Union, the Food Service Director, and one additional member from management shall jointly determine the type, style, color, and information on the clothing.

It is agreed that the employee will be responsible for the upkeep and maintenance of all work clothing provided through the allowance. All employees must wear their work clothing during working hours. All Food Service and Student Monitor employees will wear identification badges supplied by the district. The employee must report lost or stolen identification badges to the Food Service office as soon as possible.

63.1.1

Food Service and Student Monitor employees may purchase work shoes and pants, as part of their clothing allowance, at the location of their choice, and received District reimbursement for the purchase. The amount of the shoe and/or pant purchase shall be deducted from the clothing allowance, provided a sufficient amount remains in the individual's clothing allowance account. Any amount exceeding the District's allowance shall be the employee's responsibility.

Reimbursement for such purchases will be done on a quarterly basis. All requests for reimbursement shall include the original receipt showing the date,

amount, and the name of the company where the employee made the purchase. The District will reimburse the employee for purchases made during the current school year. Requests for reimbursement will be paid the last day of the quarter in which the request is received.

## **ARTICLE 64 Vacation Eligibility**

### 64.1

Food Service and Student Monitor employees will accumulate paid vacation time instead of time off during the regular calendar school year. The vacation payout will be computed in the following manner:

STEP 1 – Actual daily hours worked including sick day and personal business days from July 1 through June 30 of any contract year will be determined.

STEP 2 – The number of hours, from step 1, will be divided by the total days used to determine the hours in step 1. The resulting quotient (rounded to the nearest hundredth) will be the adjusted daily time (A.D.T.).

STEP 3 – The adjusted daily time determined in step 2 will be multiplied by the scale in Articles 43.1 or 43.1.2, times the employee's current hourly rate as of May 31<sup>st</sup>.

STEP 4 – Summer work hours and days will not be included in this computation.

STEP 5 – MME Testing Days (high school) and any half days will not be included when figuring vacation pay, as long as those days are less than regular standard hours. The hours worked also do not count for figuring vacation pay.

### 64.2

Accumulated vacation pay shall be paid all regularly employed part-time employees at the end of the fiscal year they are earned. In event of termination prior to the end of the year, earned vacation benefits shall be paid on the final paycheck or the following pay period.

### 64.3

Vacation pay shall be issued after July 1, but prior to July 31. The Vacation check will be issued on a regular district payroll day.

**ARTICLE 65  
Classifications**

65.1

Classifications within the Food Services Group:

- F-1 Cafeteria Leader/High School
- F-7 Cafeteria Leader/Middle School
- F-5 Assistant Leader/High School
- F-6 Assistant Leader/Middle School
- F-2 Elementary/Secondary Cafeteria
- F-3 Cafeteria Leader/Elementary
- F-4 Elementary Money Handler

65.2

Classifications within the Student Monitor Group:

- SM-1 Student Monitor

**ARTICLE 66  
Salary Schedule**

**FOOD SERVICES**

Food Service and Student Monitor employees hired prior to July 1, 2005, shall be paid according to the salary schedules list below:

2009/10; 2010/11; 2011/12 Salary Schedule

This schedule reflects a 0% increase over the 2008/2009 schedule.

Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
F-1 HS Leader					\$17.24
F-7 MS Leader					\$17.18
F-5 Asst. HS Leader			\$15.78	\$15.94	\$16.63
F-6 Asst. MS Leader			\$15.70	\$15.89	\$16.56
F-2 Kitchen Helper	\$14.26	\$14.42	\$14.92	\$15.17	\$15.77
F-3 Cafeteria Leader Elem	\$14.04	\$14.18	\$14.66	\$15.27	\$15.90
F-4 Money Handler	\$12.16	\$12.47	\$12.80	\$13.65	\$14.21

5-cent hourly premium will be paid for special evening assignments

25-cent hourly premium will be paid when an elementary employee works as a trainer

A one time lump sum payment of 1.25% of each employees 2009/2010 Local 4 earnings will be paid before the end of July 2010 on a regular check date. The

District will make every attempt to make this payment on a different check from the vacation check. To be eligible an employee must work through June 30, 2010. Employees retiring through MPSERS before June 30, 2010 will also be eligible for the 1.25% lump sum payment upon their retirement.

### STUDENT MONITOR

2009/10; 2010/11; 2011/12 Salary Schedule

This schedule reflects a 0% increase over the 2008/2009 schedule.

Classification	1st Year	2nd Year	3rd Year	4th Year
SM-1	\$14.04	\$14.18	\$14.66	\$15.42

5-cent per hour premium for employees on the second shift

A one time lump sum payment of 1.25% of each employees 2009/2010 Local 4 earnings will be paid before the end of July 2010 on a regular check date. The District will make every attempt to make this payment on a different check from the vacation check. To be eligible an employee must work through June 30, 2010. Employees retiring through MPSERS before June 30, 2010 will also be eligible for the 1.25% lump sum payment upon their retirement.

### FOOD SERVICES

Food Service employees and student monitors hired on or after July 1, 2005, shall be paid according to the salary schedule list below:

2009/10; 2010/11; 2011/12 Salary Schedule

This schedule reflects a 0% increase over the 2008/2009 schedule.

Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year
F-1 HS Leader					\$13.52
F-7 MS Leader					\$13.26
F-5 Asst. HS Leader			\$12.24	\$12.70	\$13.01
F-6 Asst. MS Leader			\$11.99	\$12.44	\$12.75
F-2 Kitchen Helper	\$10.46	\$10.77	\$11.10	\$11.42	\$11.88
F-3 Cafeteria Leader Elem	\$11.44	\$11.79	\$12.14	\$12.51	\$13.01
F-4 Money Handler	\$10.40	\$10.72	\$11.04	\$11.37	\$11.83

5-cent hourly premium will be paid for special evening assignments

25-cent hourly premium will be paid when an elementary employee works as a trainer

A one time lump sum payment of 1.25% of each employees 2009/2010 Local 4 earnings will be paid before the end of July 2010 on a regular check date. The District will make every attempt to make this payment on a different check from the vacation check. To be eligible an employee must work through June 30,



2010. Employees retiring through MPSERS before June 30, 2010 will also be eligible for the 1.25% lump sum payment upon their retirement.

### STUDENT MONITOR

2009/10; 2010/11; 2011/12 Salary Schedule

This schedule reflects a 0% increase over the 2008/2009 schedule.

Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year
SM-1	\$10.92	\$11.26	\$11.59	\$11.93	\$12.42

5-cent per hour premium for employees on the second shift

A one time lump sum payment of 1.25% of each employees 2009/2010 Local 4 earnings will be paid before the end of July 2010 on a regular check date. The District will make every attempt to make this payment on a different check from the vacation check. To be eligible an employee must work through June 30, 2010. Employees retiring through MPSERS before June 30, 2010 will also be eligible for the 1.25% lump sum payment upon their retirement.

### ARTICLE 67 Vacation Pay Worksheet

67.1

1. \_\_\_\_\_ Hours from step 1 Divided by \_\_\_\_\_ Days used in step 1 =

\_\_\_\_\_ (A.D.T.)

2. \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_  
 (A.D.T.) (Vacation pay credit) (Hourly rate) (Vacation Pay)

TOTALS: Vacation Pay \_\_\_\_\_

NOTE: A copy of this worksheet should be given to each employee receiving these adjustments

**TRANSPORTATION DIVISION**

**Bus Driver and Bus Attendant Groups**

**ARTICLE 68**

**Seniority-Non-Probationary Employees**

68.1

Seniority shall be on a group basis as defined in Article 5.

68.2

Seniority is the guide rule for the purpose of job security, which applies, in the following categories:

- o Vacation
- o Temporary Block Assignment
- o Permanent Vacancy Procedure
- o Downgrade
- o Overtime
- o Layoff
- o Reduction in Force
- o Route Preference/Block Bumping

68.3

Seniority is an employee's guarantee that he or she will have full employment as long as feasible as compensation for his/her years of devoted services.

68.4

Persons returning to Local Four who have prior seniority in the Local shall enter at the lowest open position not applied for by a member of the Local when posted. This action shall not displace a member of Local Four.

68.4.1

Local Four seniority will be frozen in the original group, and will proceed from date of return, if applicable.

68.4.2

The employee will have forty (40) actual working days to determine whether or not to remain in the new position. If, for a valid reason given to the Employer in writing, the employee decides not to remain in that position during the forty day period, s/he shall revert back to the position s/he left without loss of seniority and at her/his prior pay rate. If the position left is not available, the District will place the individual on special assignment until a position of like nature becomes available. At no time will the employee lose time or pay, because of the decision to return.

The Employer, during this forty (40) day period, has the right to evaluate the employee and, after showing just cause, either reassign him/her to his/her prior position should the position still be open or assign the employee special duty in his/her group until a position of like nature becomes available. Notice and reason will be submitted to the employee with a copy to the Union.

When an opening occurs the same as the one the employee held prior to the new placement, the District shall place him/her into that position without the position being posted.

It is understood that the District's reassignment or assignment will be at the employee's prior pay rate without loss of seniority.

Article 68.4.2 does not apply to regular block assignments selected during the block bidding at the beginning of the school year.

68.5

Persons leaving the Union for a managerial position shall retain their accumulated seniority as a union member and be permitted to return to the unit with their accumulated seniority as in 69.5.1.

68.5.1

Persons returning to the Transportation department from Management will be placed into the lowest open position within the group, if available. If no open position is available, s/he shall be used as a substitute driver/attendant until an open position becomes available, at which time, s/he will be placed using his/her frozen union seniority. This procedure shall be in accordance with the transportation permanent vacancy procedure.

## **ARTICLE 69**

### **Transfer**

#### **Employee Movement, Promotion, Downgrade, Reassignment and Training**

69.1

Movement will be defined as a permanent position change among the covered classifications.

69.2

The term "downgrade" by an employee shall mean a permanent position change to a lower rated classification or lower pay rate, and shall be subject to the procedure set forth in this Article.

If requested, any current transportation employee shall be given the opportunity to downgrade within the division. The employee shall be required to notify

his/her immediate supervisor and Human Resources of his/her request to downgrade. After receiving notification of the request, the most senior employee shall be placed in the first open position within the classification to which the most senior employee has requested to downgrade.

#### 69.3

Management may conduct an interview to help establish the job competency of the applicants. The applicant may request that a Union representative be in attendance during the interview process. Interviews will be for re-classification purposes only.

#### 69.4

Employees accepting a new position, in their current division, shall be placed on the same step in the new position as s/he held in the previous position.

#### 69.5

Involuntary reassignments of the work force will be done for just cause. Any and all employees to be reassigned will be notified by the employer, in writing, the reason for such action. Where an employee feels aggrieved by such action, a special conference will be held. If a satisfactory agreement is not reached, the grievance will begin at Step 2 of the grievance procedure.

#### 69.6

All transportation employees shall appear on a single seniority list. The single seniority list shall be used for the following:

- a) Bidding for routes
- b) Summer work
- c) Trips
- d) Extra Work
- e) Holiday Work
- f) Layoff

Those persons identified on the seniority list as a transportation attendant hired prior to November 30, 1991, will have first bumping rights to identified attendant positions. A position will be considered that of an attendant if the majority of the time involved will be in attendant related duties. Employee compensation shall be according to the classification entered into during the assignment process. If, however, the District gives an attendant driver responsibility, it shall pay him/her at the higher rate for the am, noon, and/or pm route time/times, whichever the case maybe.

Transportation employees who are receiving fringe benefits currently under either Article 38.1 or because their previous assignment was 25 or more hours will continue to receive benefits.

**ARTICLE 70**  
**Working Hours, Shift Premium Hours**

70.1

Unless otherwise specified the work day(s) will mean regularly scheduled working days.

70.2

The work week shall consist of five (5) consecutive days, Monday through Friday.

70.3

An employee performing work in a different classification from his/her normal assignment shall receive the higher rate in his/her step in the classification pay rate for such assignment.

70.4

All employees are to be at their regularly assigned working stations at their scheduled starting times.

70.5

An employee will not be required to use his/her vehicle while performing his/her job unless an emergency situation exists.

70.6

Employees will be permitted sufficient time to wash up as determined by the work schedule.

**ARTICLE 71**  
**Overtime**

71.1 TIME AND ONE-HALF WILL BE PAID AS FOLLOWS:

Employees will be paid time and one-half only after they have worked in excess of eight (8) hours during the same workday, Monday through Friday. Saturday's rate will be time and one-half. Sunday and Holiday work will be at double time.

**ARTICLE 72**  
**Work Clothing**

72.1

The District will provide each Transportation employee a clothing allowance of \$125 per year to order items such as: jackets, sweaters, hats, gloves, footwear, and other work clothing. The type, style, color, and information shall be determined jointly by two representatives selected by the Union, the Director of Transportation, and one additional member from management.

It is agreed that the employee will be responsible for the upkeep and maintenance of all work clothing or other clothing provided through the allowance. While it is the intention of article 72.1 that during working hours all employees are expected to wear their purchased work clothing and proper footwear, appropriate clothing can be substituted as needed. All transportation employees will wear identification badges supplied to them by the district. The employee must report lost or stolen identification badges to the Transportation office as soon as possible.

### **ARTICLE 73 Vacation Eligibility**

#### 73.1

Transportation employees will accumulate paid vacation time instead of time off during the school year.

The vacation payout will be computed in the following manner:

STEP 1 - Actual daily hours worked including trip time, sick and personal business days (excluding overtime hours, and time worked on non-school days in the district calendar) from July 1 through June 30 of any contract year will be determined.

STEP 2 - The number of hours, from step 1 will be divided by the total days used to determine the hours in step 1. The resulting quotient (rounded to the nearest hundredth) will be the adjusted daily time (A.D.T.).

STEP 3 - The adjusted daily time determined in step 2 will be multiplied by the scale in Article 44.1, times the employee's current hourly rate as of May 31st.

STEP 4 - Summer work hours and days will not be included in this computation.

#### 73.2

Accumulated vacation pay shall be paid all employees at the end of the year when vacation benefits are earned. In event of termination prior to the end of the year, earned vacation benefits shall be paid on the final paycheck or the following pay period.

The computation and payment of trip hours as they relate to vacation pay will be processed at the close of the school year in a lump sum payment. It will be computed based upon the procedure set forth in Article 73.1.

73.3

Vacation pay shall be issued after July 1, but prior to July 31. The vacation check will be issued on a regular district payroll day.

**ARTICLE 74  
Vacation Pay Worksheet**

74.1

1. \_\_\_\_\_ Hours from step 1 Divided by \_\_\_\_\_ Days used in step 1 =  
\_\_\_\_\_ A.D.T.

2. \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_  
(A.D.T.) (Vacation pay credit) (Hourly rate) (Vacation Pay)

TOTALS: Vacation Pay \_\_\_\_\_

NOTE: A copy of this worksheet should be given to each employee receiving these adjustments.

**ARTICLE 75  
Classifications**

75.1 Classifications Within The Transportation Group

- A-1 Attendant
- A-2 Attendant on a D-2 route
- D-1 Bus Driver
- D-2 Driver of a bus that carries one (1) wheelchair, gunnel, or orthokenetic chair.
- T-1 Bus Driver Trainer
- T-2 Attendant Trainer

**ARTICLE 76  
Salary Schedule**

TRANSPORTATION

2009/10; 2010/11; 2011/12 Salary Schedule

This schedule reflects a 0% increase over the 2008/2009 schedule.

Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year
D-1 Regular Driver	\$14.95	\$15.70	\$16.32	\$16.85	\$17.68	\$18.15	\$19.24
D-2 Spec Ed Driver	\$15.22	\$15.98	\$16.62	\$17.12	\$17.97	\$18.44	\$19.57
A-1 Attendant	\$11.54	\$12.11	\$12.60	\$12.90	\$13.12	\$13.39	\$14.12
A-2 Attendant on a D-2 run	\$11.76	\$12.35	\$12.84	\$13.13	\$13.37	\$13.63	\$14.36

T-1 Driver Trainers will be paid an additional 25 cents per hour

T-2 Attendant Trainers will be paid an additional 15 cents per hour

A one time lump sum payment of 1.25% of each employees 2009/2010 Local 4 earnings will be paid before the end of July 2010 on a regular check date. The District will make every attempt to make this payment on a different check from the vacation check. To be eligible an employee must work through June 30, 2010. Employees retiring through MPERS before June 30, 2010 will also be eligible for the 1.25% lump sum payment upon their retirement.

**ARTICLE 77  
General Provisions**

**77.1 TRIPS**

In the classification of bus drivers, trip hours shall be rotated and equalized. A chart showing trip hours shall be posted in a prominent place. This chart will be updated on a daily basis and the hours charged will be in accordance with Article 77.5. Bus drivers and attendants who desire to take trips shall have the opportunity to sign up for trips on the bid day prior to the start of the new school year. Staff members subsequently who voluntarily remove themselves from the trip list must do so in writing to the Director of Transportation. Employees wishing to return to the list must wait forty-five (45) calendar days before making application to reenter the trip rotation.

A newly hired driver or attendant may be added to the trip board after the probationary period by indicating so in writing to the Director of Transportation. In this instance, if the person is a bus driver, the District will add him/her to the trip board at one hour beyond the driver with the highest amount of hours. If the individual is an attendant, the District will add him/her to the trip board after a complete rotation has occurred.



Trips shall be offered to regularly employed drivers and/or attendants.

At the start of the school year, drivers who have signed up for trips will be assigned trips in continuous rotation by seniority. When the last driver on the list has been assigned one (1) trip, then trips shall be assigned according to the highest senior driver with the lowest hours (zero hours count as low hours), in continuous rotation.

In order to be eligible for a trip, members must work their a.m. and p.m. shift in its entirety the day of the trip.

Transferred bus drivers or attendants shall begin at a point on the trip chart one (1) hour beyond the highest trip drivers charged hours. All drivers shall revert to zero hours at the end of the regular school year and at the end of summer school.

#### 77.2 WEEKEND TRIPS

Shall be paid a minimum of 2 hours show up time for the take and 2 hours show up on the return. Drivers and/or attendants who have signed up for these trips will not be eligible for the trip if they were absent any part of the regular work day before the trip and will be charged. If any driver and/or attendant turns down Saturday work, s/he will not be eligible to work on Sunday. Emergency occurrences are subject to the grievance procedure.

##### 77.2.1 TRIP POLICY STUDY

If the district initiates a study of transportation policies regarding trips, Local Four will participate in such a study.

#### 77.3

Trips will be posted two (2) days prior to the day of the trip by 10:00 a.m. as listed below:

Monday: Wednesday trips posted (Based on Friday, Saturday, Sunday hours)

Tuesday: Thursday trips posted (Based on Monday hours)

Wednesday: Friday trips posted (Based on Tuesday hours)

Thursday: Saturday, Sunday, Monday trips posted (Based on Wednesday hours)

Friday: Tuesday trips posted (Based on Thursday hours)

Late postings will be assigned to the next driver in rotation for trips.

Drivers and/or attendants are required to sign or initial the trip sheet to acknowledge their acceptance or rejection of the trip assignment by the end of

the a.m. run of the day following the posting. It is the driver's and/or attendant's responsibility to check the posted trips on the trip board. Trip drivers and/or attendants who turn down trips or do not accept trips within the designated timelines, shall be red lined and charged all hours within their normal rotation schedule on the trip chart.

The driver will turn in trip sheets to the designated location immediately following the trip.

Time not worked because the employee did not choose to work or was not available for any reason will be charged the number of hours paid on the assignment, with the exception of emergency trips.

Drivers and/or attendants who have not accepted the trip will be red lined by 10:00 a.m. one (1) day prior to the day of the trip.

Trip drivers and/or attendants who cancel trips five times in a school year after acceptance shall be removed from the trip list for the remainder of that fiscal year. Trip drivers and/or attendants who cancel a trip the day of the trip more than once in a school year will be charged double on the trip board.

#### 77.4 ATTENDANT TRIPS

Beginning at the start of each school year, the non-CDL attendants who have signed up for trips will be assigned trips in continuous rotation by seniority.

#### 77.5

Whenever a driver and/or attendant is posted for a trip at the same time as his/her mid-day run, s/he may decline and be charged on the trip board for hours paid, or accept and have his/her regular mid-day run covered. The only time overlapping of route time/trip time shall be allowed to occur is when the affected person is already in route and is able to get to the school at the posted time.

Regularly scheduled a.m. and p.m. routes will take priority over other optional assignments except that extra trip drivers will be considered for such trips which occur during a.m. and p.m. route hours if a sub driver is available and qualified for the a.m. and p.m. route.

Trip drivers shall be able to drive all vehicles utilized on field trips. No switching of vehicles will be made to insure a driver a trip. The driver will be charged the hours paid on the trip if they cannot drive the assigned vehicle. Drivers must drive the assigned vehicle unless mechanical difficulties, emergencies, or the supervisor changes the assigned vehicle.

When on a trip of continuous driving of more than two (2) hours, the driver and/or attendant shall be allowed a fifteen (15) minute break period. When on

a trip of four (4) hours or more of continuous driving, the driver/attendant shall be allowed a half (1/2) hour break period. These breaks must be taken in a reasonable location, with all safety rules being observed and time schedules kept within acceptable limits.

Drivers and/or attendants who have been assigned a field trip on Saturday or a regular workday evening and said field trip is canceled, without the driver and/or attendant being notified, shall receive two (2) hours call-in pay. If the trip is canceled on a working day and the driver and/or attendant is not notified s/he will receive one (1) hour of call-in pay. If a trip is canceled and a driver's regular run is already covered by a relief driver, the regular driver and/or attendant will receive pay for the regular run.

Trip time shall be figured as follows:

Trip Time minus Run Time + ½ Overtime = Trip Charge Time  
Noon run is not deducted

Trip Time is figured to the nearest ¼ of an hour

## 77.6 DEFINITIONS FOR TRANSPORTATION DEPARTMENT

### REGULAR BLOCK

The regular a.m. midday and p.m. route, or the regular a.m. and p.m. route.

### MID-DAY RUN

Kindergarten runs, scheduled take in/take home runs, or other runs occurring at midday and on a regular basis.

### MID-DAY UTILITY RUN

A non-specific mid-day run occurring on a daily basis according to the Wayne-Westland calendar. Utility runs will not guarantee a driver 8 hours.

### EXTRA WORK

Any work that can be done before or after a person's scheduled bid assignment (e.g. doing mid-day runs for a driver that is off work, shuttling buses, driving for parts, etc.)

### OVERNIGHT TRIPS

Trips where one or more drivers are scheduled to stay overnight.

### LATE POSTING

A trip request received and posted after the timelines for trips on that particular day.

### 77.7 TAKE AND RETURNS

Take and return trips will, when possible, be assigned to a single (one) driver and attendant in the same manner as regular trips (low hours). If the person is only doing the take and/or return, the District will charge him/her for only the trip time worked.

When the take is needed during a regular driver's morning route time, transportation management will choose an employee in the area of the school to cover the take. The return on this work will be posted and treated as a field trip.

### 77.8 EMERGENCY TRIPS

Emergency trips shall be defined as trips that are received after 5:00 p.m. on the day prior to the trip. Emergency trips will be assigned on regular scheduled workdays (Monday through Friday) by seniority, when possible. Weekend and holiday emergencies will be assigned by "low hour" rotation. The trip time will be charged to all drivers who refused the assignment prior to its emergency designation. The emergency trip driver will also be charged the trip time involved.

In case of unscheduled days off (i.e. snow days, etc.), drivers may accept the trips they were eligible for by calling transportation on the day of the school closing. After hours a message may be left on the answering machine.

### 77.9 OVERNIGHT TRIPS

Student overnight trips are trips where students stay overnight. Drivers' and/or attendants' assignments for such trips will be done as for regular trip assignments unless the trip involves an overnight stay for the driver(s) and/or attendant(s), in which case the overnight trip language will control. Those drivers and/or attendants required to stay at an overnight trip location shall be paid a minimum of 8 hours per day. On overnight trips wherein some drivers and/or attendants are to remain overnight and others are to return, the senior driver and/or attendant has the option of remaining or returning.

The high school summer band camp trip will be assigned as a driver overnight trip.

Overnight trips will be posted separate from regular trips. Drivers and/or attendants shall be selected by their seniority in continuous rotation. (Applicable to this area only.) Hours will not be charged on the regular trip list. Management will give drivers and/or attendants a minimum of twenty-four (24) hours to decide, if possible.

Management shall provide separate lodging.

#### 77.10 TEMPORARY BLOCK ASSIGNMENTS

After the initial block assignments have been determined, no changes in block assignments will transpire, unless the following occurs:

1. Where management has prior knowledge of an open temporary block to exceed fifteen (15) days, the District will post the block and fill it within three (3) days. The block shall be assigned to the most senior driver/attendant applying for the temporary assignment. Subsequently, that individual's block assignment will be posted and filled as described above, and so forth, until all temporary block assignments have been filled.
2. If no driver/attendant applies for an open temporary block assignment, it may then be assigned to a substitute driver/attendant.
3. In instances when the block has been vacant for fifteen (15) working days without the prior knowledge of management, the District will post and fill the block within three (3) days in the manner described in numbers 1 and 2 above.
4. When the regular driver and/or attendant returns from leave, all persons involved shall return to their original positions.
5. If an employee accepts a temporary block assignment, s/he may not be offered a different temporary block assignment until the first assignment expires or until s/he has returned to her/his permanent classification for a minimum of one working day.
6. It is understood that a bargaining unit member's application for a temporary block assignment means his/her acceptance of the assignment as described in the posting.

#### 77.11 PERMANENT VACANCY PROCEDURE

After a driver and/or attendant resignation, retirement, unpaid leave of absence extending to the end of the current school year, termination, or a new route (non mid-day) becomes available, the following procedure will be used to fill the vacancy:

1. Within three (3) days it is notified of the vacancy, management will post it internally on the board for five (5) working days.
2. Reassignments will continue until all driving positions or attendant assignments are exhausted.
3. The route remaining shall be forwarded to Human Resources to be processed as an external posting.

4. All resulting internal assignments must occur within fifteen (15) working days after the date the position becomes vacant.
5. In the event a driver/attendant in a temporary assignment is successful in gaining a permanent assignment under the provisions of this article, the vacated temporary position shall be filled in accordance with Article 77.10.

## **ARTICLE 78**

### **Summer Work Section**

#### **78.1 SIGN UP**

Drivers and/or attendants will sign up for summer routes and trips. Summer work shall be assigned on a voluntary basis with trips assigned to working drivers (including drivers working as attendants) and attendants.

#### **78.2 ASSIGNMENTS**

Route assignments shall be based upon seniority and be reassigned every two weeks. Drivers assigned as attendants shall take place only after driver and/or attendant routes are assigned after the list of available attendants has been exhausted.

#### **78.3 BUMPING PROCEDURE**

In the summer bumping procedure, no re-bump shall occur; should a bumped for run become vacated, or a new run become vacated, or a new run become available, said run shall go to the next senior available driver and/or aide. Available driver and/or attendant shall include a driver and/or attendant whose run has been terminated prior to actual number of days bumped for.

#### **78.4 GUARANTEED TIME**

Summer route drivers and/or attendants shall be guaranteed a minimum of two (2) hours in the a.m. and two (2) hours in the p.m.

In the event an out district (non district) route is canceled because of a building problem or weather related problem, the employee(s) shall report for work in order to receive pay for that day.

#### **78.5 APPROVED ABSENCE**

Summer routes will be assigned on a two week basis. Bus drivers and/or attendants may exercise their seniority rights by signing up for any available work prior to the assignment. Employees will be required to work the full two (2) weeks unless management approves the absence, which shall be without pay.

If an employee requests and is granted an approved absence without pay for the balance of the two week period, the employee forfeits any further seniority rights to any and all route assignments for the duration of this two week period.

Any absences charged prior to the approved absence without pay will remain accordingly. The vacated route will be filled voluntarily for the duration by the highest seniority driver or aide not previously assigned.

#### 78.6 SUMMER TRIP PROCEDURE

Summer trips shall be assigned by seniority after the completion of the list of working drivers and/or attendants which includes drivers working as attendants. Drivers assigned to work for at least one (1) week shall be eligible for trips. Trips shall be assigned to the employee based upon the least number of trip hours.

### **ARTICLE 79 Adjustments**

#### 79.1

Anytime a driver and/or attendant works in a position with a lower/higher hourly rate than his/her regular assignment the driver and/or attendant will be paid at his/her highest rate of pay.

#### 79.2

D-1 class bus drivers whose block assignments contain a minority time in a D-2 classification shall be paid at the D-2 rate only for that D-2 portion of their block assignment.

#### 79.3

If the District assigns an attendant, with a CDL, driver duties, it shall pay him/her the driver's rate for the time worked as a driver.

### **ARTICLE 80 Holiday Work**

#### 80.1 HOLIDAY/RECESS WORK

Drivers and attendants who bid on routes that follow a school calendar other than the Wayne-Westland calendar will be expected to work that run on those days unless s/he notifies the Department of Transportation, at least five (5) days prior to the expected work time of his/her intent not to work. In these instances, the route will be posted and shall be assigned by seniority to those drivers and attendants who have signed up for Holiday/Recess work.

This language shall be in effect on any day when there are no scheduled classes for the regular Wayne-Westland K-12 program and Wayne-Westland students must be transported to out-of district (center) programs.

After all open Holiday/Recess work has been assigned, all Holiday/Recess trip assignments shall be filled based on seniority only in continuous rotation using

the Holiday/Recess work list. If a trip is cancelled, the driver/aide is eligible for the next available trip during that Holiday/Recess period.

Drivers will not be charged these hours on the regular trip chart.

#### 80.2 SIGN UP SHEET

A separate sign-up sheet will be posted for holiday/recess work. This section will apply to the following recess periods:

- 1) Fourth of July
- 2) Labor Day Recess
- 3) Thanksgiving Recess
- 4) Winter Recess
- 5) Mid-winter Recess
- 6) Spring Recess
- 7) Memorial Day Recess
- 8) Martin Luther King Day

### **ARTICLE 81 Anticipated Programs**

#### 81.1

Every effort will be made to assign the transportation department to transport students on regular bus routes for the various special programs of the district.

### **ARTICLE 82 Layover**

#### 82.1

When there is one hour or less between runs or trips, the employer shall pay the employee for one-half (1/2) hour, provided that the actual time is greater than fifteen (15) minutes. This time shall be used to prepare the bus for the next run or trip.

Payment for layovers during the school day shall be limited to one (1) hour per day. If there are thirty (30) or more minutes between the end of an employee's p.m. run and their after school assignment this time shall be considered duty free and shall be unpaid. If the time between assignments is less than thirty (30) minutes, the time shall be considered part of the after school assignment and shall be used to prep for the assignment.

#### 82.2

All paid layovers will require the employee to stay on the premises prepared and available for work.



**ARTICLE 83**  
**Special Ed Drivers/Attendants**

83.1

Special situations may necessitate the use of attendants for specific blocks. Bus Attendants shall be assigned to a block, trips, or mid-day runs if there is a wheelchair, gurney, or orthopedic chair. The supervisor will make the determination for such assignments, using the same procedure as determining driver assignments.

A Bus Attendant may be assigned to a run involving an autistic student as determined by the Director of Transportation in consultation with the Director of Special Education. An attendant will be assigned to dedicated autistic runs.

**ARTICLE 84**  
**Absence Procedure**

84.1

When a driver and/or attendant is absent for any reason, a sub driver and/or attendant will be placed into that position to cover the a.m. and/or p.m. routes. After the District has completed the sub list, if driver positions are not covered, the District may pull the attendant(s) with a CDL to drive for the a.m. and/or the p.m. run, as the case may be. Drivers and/or attendants signed up for extra work will do the midday runs.

84.2

Any portion of the a.m. block after the elementary drop shall be given to a regular driver and/or attendant before assigning to a substitute driver and/or aide attendant.

84.3

Under normal circumstances, drivers and attendants are expected to personally notify the Transportation Department, as early as possible, of their unavailability to work. Call-ins will follow the following guidelines:

- Regular School Year - no later than 5:30 a.m. for a.m. runs and no later than 12:30 p.m. for p.m. runs.
- Summer - no later than thirty (30) minutes before the start of their scheduled run.
- During non-business hours, an answering machine will be available for employees to report their absences. If an absence is to be longer than one (1) day, the employee shall personally notify a transportation supervisor as soon as possible to advise them of the reason and their anticipated date of return.

- Employees who call in to report their absences shall identify themselves and follow the call-in guidelines provided by the transportation department.

## **ARTICLE 85 Extra Work List**

### 85.1

A sign-up sheet will be posted daily for all drivers and/or attendants for extra work.

Any extra work that becomes available during the normal workday will be assigned from this list on a seniority basis in continuous rotation, according to availability. To qualify daily for extra work, a driver and/or attendant must sign this list daily before the start of their a.m. route.

### 85.2

After management has exhausted the extra work list, it will go through the list a second time (in rotation) for available regular drivers and/or attendants before assigning the work to a sub.

A red mark will be placed where the extra work ends and a green mark will be placed where the extra work will begin the next day.

A blue mark will be put next to a member's name, on the Extra Work List, who receives extra work after 9 a.m.

The following day, rotation will start with the green mark. Members with a blue mark the day prior will be bypassed on the first rotation, but will be considered for the 2<sup>nd</sup> rotation.

A regular driver and/or attendant may not be asked a second time if s/he refuses on the first rotation.

Before assigning extra work assignments received between 1:00 p.m. and 2:00 p.m., to sub drivers, management will make one (1) attempt to enlist regular drivers by calling the lounge.

### 85.3

Extra work drivers and attendants may be removed from the extra work list, if they sign the extra work list and refuse the assignment six (6) times during the school year.

85.4

To establish the runs, the extra work assignments of aiding on kindergarten runs during the first week of school, the run will be assigned according to availability, seniority, and to the same person for the entire week.

## **ARTICLE 86 New Mid-Day Runs**

86.1

Should a new mid-day run become available after the October bid, the driver and/or attendant, according to seniority shall be allowed the first opportunity to take the run providing it does not exceed the eight hour cap.

In filling a new mid-day run, the following procedure will be utilized:

1. Within two (2) days of being aware of the new mid-day run, management will post internally on the board for three (3) working days.
2. Reassignments will be completed on the fourth working day.
3. A driver/attendant may exchange or add to their existing mid-day run assignment, if it increases the run by a minimum of 15 minutes, provided it does not exceed the eight (8) hour cap.
4. Reassignments will continue until all driving or attendant assignments are exhausted.

## **ARTICLE 87 Block Application Procedure**

87.1

Drivers or attendants will apply for regular blocks of time prior to the beginning of the school year, based on seniority. Bid day will be scheduled a minimum of one (1) week prior to the beginning of the school year.

Bidding will employ the following guidelines:

- Management will block package all a.m. and p.m. routes.
- Management will include an additional ten (10) utility mid-day runs as part of the mid-day runs available for bid day.
- Mid-day runs will be selected by seniority when employees bid on route packages.
- Mid-day runs will be defined as any run added to a route between the approximate hours of 9:00 a.m. and 1:30 p.m.
- To the extent possible, all a.m. and p.m. route packages will meet the minimum hours to receive benefits defined in the contract.
- No route package shall exceed the eight (8) hour contractual cap.

- Management, with input from the Union, has the right to accept or reject any staff member's route configuration based on efficiency.
- In seniority order, each transportation employee eligible to participate in route bidding will be assigned a date and a time for his/her route selection. Each person shall be permitted fifteen (15) minutes to make his/her route selection. Management and the Union shall urge employees to make their selection in the allotted time.
- All routes will be posted for review on the Union bulletin board and in the transportation office for a minimum of three (3) working days before bidding. A copy of the proposed routes shall be given to each transportation steward, with a copy sent to the MEA Local Four office.
- Any runs remaining after the bidding is completed will be added to the lowest seniority drivers that have routes that can accommodate the runs, including after school activities
- The Union shall provide at least one (1) representative to assist in the bidding process. Union representation shall be limited to three (3) representatives.

If this procedure cannot be completed, before the opening of school, it shall be completed no later than forty-five (45) working days after school begins. In the event that the block assignment process is not completed prior to the beginning of the school year, drivers and attendants will continue to be paid for the same run time held the previous June until the block assignment process is completed. When a driver or attendant applies for a block, s/he must apply for the entire route devised by management. This may include a block of time with an a.m., noon or midday, and p.m. route or a.m. and p.m. route.

#### 87.2

This block application will not interfere with any language in this contract concerning a.m. and p.m. routes, mid-day runs, extra work or special assignments.

#### 87.3

Drivers and attendants will apply for new work (other than a.m. and p.m. routes) in the following manner. This new work shall be all new work that becomes available after the bidding process until the following occurs.

1. No later than the first week in October, a sign up sheet and all the new work shall be posted for three (3) days. Interested eligible drivers and attendants will initial the sign up sheet.
2. Employees who initialed the sign up sheet will bid in order of seniority for the available new work. An employee may exchange (a non-a.m./p.m. route) and/or add to his/her existing route assignment, provided it does not exceed the eight (8) hour cap.

3. An employee's route that has been exchanged will be added to the new work list and made available to the remaining employees who initialed the new work list

Any additional new work/route that becomes available will be posted for five (5) days.

The District will fill the additional new work on the basis of seniority within three (3) days of the closing of the posting period using the following conditions:

1. The new work will not cause the person to exceed the eight-hour cap.

87.4

When possible, drivers and/or attendants will be assigned the same route and mid-day run at the beginning of the school year that they ended the year with, should block assignments not be completed prior to the start of the school year.

87.5

Any new or open routes at the beginning of the school year shall be considered temporary work and will be offered by seniority to the driver/attendants not currently assigned to driving positions. The temporary assignment shall continue until the bidding process occurs. Any open attendant position remaining after the temporary work has been assigned will be assigned to a substitute.

87.6

If a block begins to run into overtime, Management will assign a portion of the block to another block. The portion of time to be deducted shall be taken only from the employee whose block has exceeded eight (8) hours, whenever possible or feasible.

87.7

In efficiently scheduling driver and/or attendant routes, management will make every attempt to schedule as many full time assignments as feasibly possible with a daily cap of eight (8) hours.

87.8

In addition, management will encourage Union input on scheduling assignments by agreeing to review the assignments with the Transportation Stewards.

## **ARTICLE 88**

### **Sign Up Sheets**

88.1

The Transportation Department will provide sign up sheets for the following:

- 1) Trips for School Calendar Year
- 2) Daily Extra Work
- 3) Holiday/Recess Work
- 4) Summer Work
- 5) After School Extra Work

**ARTICLE 89**  
**Long Term Leave**

89.1

Any employee who will be unable to perform the essential functions of his/her job for a period in excess of three (3) months may not apply for route assignments according to the normal process under Article 85.1.

89.2

All block assignments will be first filled by employees currently working. If no block assignments remain and an employee returns to work, the employee shall be assigned sub work until such time that a regular route becomes available. The person shall receive their regular hourly rate for all sub hours worked, as will be returned to the fringe benefit level held prior to their leave.

**ARTICLE 90**  
**Guaranteed Run Time**

90.1

Drivers and/or attendants will be guaranteed two (2) hours on the a.m. run and two (2) hours on the p.m. run during the regular school year and summer school. To qualify, they must remain on the premises at Transportation and work as directed. Failure to remain at Transportation and work will result in the driver and/or attendant being paid only for actual time worked.

**ARTICLE 91**  
**Chauffeur's License**

91.1

Chauffeurs License with a Class B endorsement shall be required for members of the bargaining unit who are bus drivers. Under new federal laws as this license becomes invalid, the driver must have a new CDL with Class B, S-endorsement, and P endorsement with air brakes in order to be a bus driver.

91.2

These licenses shall be paid for by the Wayne-Westland Community School District.

**ARTICLE 92**  
**Pre-Trip and Warm-Up**

92.1

One twenty (20) minute period will be allowed for warm up, gassing and a pre-trip bus check. There will be a ten (10) minute period allowed for the remaining one (1) or two (2) pre-trip checks during the scheduled workday.

- 1) Check bus using the pre-trip inspection sheet.
- 2) Remove snow and ice from windows.
- 3) Fuel bus once daily, unless authorized by management.
- 4) Clean lights, front and back windows and sweep bus.

The supervisor may, upon request, allow extensions of time to complete any of the above assignments. The supervisor may reduce the time allowed should a driver not be utilizing it properly.

92.2

The District will allow attendants five minutes in the morning and five minutes in the afternoon for safety checks.

**ARTICLE 93**  
**Accidents**

93.1

Drivers must report all accidents or violations no matter how minor. Reports must be made immediately to the supervisor. Violation of this rule may result in suspension and/or termination.

**ARTICLE 94**  
**Training New Drivers/Attendants**

94.1

When management believes additional trainers or replacement trainers are needed in the training program, the district will post the open positions as provided for in the contract.

94.2

After the trainer(s) have determined that the new hire has successfully completed the training program, the Director of Transportation shall be notified, in writing, and then shall road test them.

94.3

Selection of drivers for training purposes shall be based on passage of the state test, availability, experience, education, training, types of vehicles driven, ability to communicate and work with others. Where all these factors are substantially equal, seniority shall rule. The selection of drivers for training purposes rests with management.

94.4

Management will determine the need and extent of bus aide attendant training. Attendants attending schooling will be paid their regular hourly wage for such hours in attendance.

94.5

On regularly scheduled district workdays during the school year, the District will guarantee trainers eight (8) hours per day. Trainers shall not be allowed to bid for a mid-day run.

## **ARTICLE 95 Transportation Language**

95.1

If any language within this division is or becomes contradictory to any language within the other portions of the contract, the language within this division will be considered as the proper and binding language for the transportation group.



## Appendix A

### LETTER OF UNDERSTANDING BETWEEN MEA LOCAL FOUR AND THE WAYNE-WESTLAND COMMUNITY SCHOOLS

The Wayne-Westland Community Schools and MEA Local Four agree to the following Letter of Understanding with regard to classifications within the Custodian Group.

The classifications C-6 and C-7 will be combined into one classification; C-6E Elementary Head Custodian. The pay rate for the new classification will be calculated by adding the current C-6 and C-7 rates together and dividing by two.

Employees in the C-6 classification will be placed into the new C-6E classification and will receive the C-6E pay rate effective as of the date of this agreement. Employees displaced from the C-7 classification will continue to receive the C-7 rate of pay (plus any negotiated increases) until such time their employment with the District terminates or they transfer to another classification.

The C-9 Head Custodian – Class “B” Building position at the William D. Ford Career-Technical Center will be reclassified as a C-10S Head Custodian and will have responsibility for both the William D. Ford Career-Technical Center and the Timothy J. Dyer Center. The current C-7 Head Custodian position at the Timothy J. Dyer Center will be reclassified as a C-3 Assistant Head Custodian at the William D. Ford Career-Technical Center, but will receive the C-7 rate of pay until such time his employment with the District terminates or he transfers to another classification.


**LETTER OF UNDERSTANDING  
BETWEEN THE  
LOCAL 4, MEA/NEA  
AND THE  
WAYNE-WESTLAND COMMUNITY SCHOOLS**

Local 4, MEA/NEA (the Union) and the Board of Education of the Wayne-Westland Community Schools (the District) are parties' to a collective bargaining agreement effective July 1, 2009 through June 30, 2012 (the CBA).


The parties agree to the following regarding several cost savings measures for the District as it applies to the Wayne-Westland Local 4 Agreement.

The Union and the District wish to amend the CBA pursuant to the terms of this Letter of Understanding. THEREFORE, IT IS AGREED:

1. There will be no step increases for the 2010-2011 fiscal/school year (July 1, 2010-June 30, 2011).
2. Starting with the 2011-2012 fiscal/school year, step increases will resume.
3. The one time lump sum payment due in July 2010 will be reduced to .625%, the equivalent of one-half of the collective bargaining agreement one time lump sum payment of 1.25%. This also applies to employees retiring through MPERS before June 30, 2010.
4. For the 2010-2011 and 2011-2012 fiscal/school year, all Local 4 members who receive WWCS sponsored health insurance will pay \$480 towards the premium cost of their health insurance. This premium share will be paid through the District sponsored Section 125 plan on a pre-tax basis. Payments will be over 16 pays for 12 months worth of insurance.
5. This Letter of Understanding supersedes any inconsistent Article, Section or provision of the CBA.

  
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Sue Hall  
President, MEA Local 4

  
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Joan Sedik  
Executive Director, Human Resources

  
\_\_\_\_\_  
Evelyn Baran  
Executive Director, MEA 2-C

4-20-2010  
\_\_\_\_\_  
Date

4/20/10  
\_\_\_\_\_  
Date