

**AGREEMENT**

**BY AND BETWEEN**

**SWARTZ CREEK COMMUNITY SCHOOLS**

**BOARD OF EDUCATION**

**AND THE**

**SWARTZ CREEK SCHOOL EMPLOYEES**

**LOCAL 3524**

**AMERICAN FEDERATION OF STATE**

**COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO**

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

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## CONTRACT

### **SWARTZ CREEK COMMUNITY SCHOOLS BOARD OF EDUCATION AND THE SWARTZ CREEK SCHOOL EMPLOYEES LOCAL 3524 COUNCIL 25 AMERICAN FEDERATION STATE COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO**

This agreement entered into this first day of July, 2009 by and between the Board of Education of the Swartz Creek Community School District, hereinafter called the Board and the Local Union 3524, affiliated with council 25 and chartered by the international of the American Federation of State, County and Municipal Employees, AFL-CIO, 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 Board, the Employees, and the Union.

The parties recognize that the interest of the Swartz Creek Community Schools' students and citizens thereof, and job security of the employees depend upon the Board's success in establishing a proper service to the community.

The Board and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. It is mutually agreed that both parties subscribe to the concept of quality of work life. Quality of work life is commitment to a group approach to decision making in which all members are encouraged to participate in achieving and improving the educational goals of Swartz Creek Community Schools. It is a process which fosters mutual trust, honesty, integrity and personal growth in the work environment and to be effective, requires open communications.

## ARTICLE 1

### RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public acts of 1965 for all custodial, laundry, maintenance, cooks, bus drivers, educational aides, food delivery drivers, cashiers, pool operator, garage assistant, media technician, clerical and secretaries, Child Development Center Caregivers and Kitchen Coordinator, excluding supervisors, confidential employees, individual one-on-one student special education aides, para-professionals or individuals employed under short-term funding as long as anyone hired under this clause will not be used to displace or replace any bargaining unit positions. This clause will grandparent union members hired prior to the November 12, 1998 and all other employees as stated in the Certification of Representative, case No. R73 B-45. It is understood that this language is not meant to supersede any rights provided to the Employer by Public Act 112 of 1994.
- B. The Board agrees not to negotiate with any organization other than the AFSC&ME Union for the duration of this Agreement. The Board will not promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with such groups or organizations for the purpose of undermining the Union.
- C. Nothing contained herein shall be construed to deny or restrict to any bargaining unit employee's rights he may have under the Michigan General School laws, or other applicable laws and regulations. The rights granted to bargaining unit employees hereunder shall be deemed to be in addition to those provided elsewhere. All contractual references made to male employees shall also include female employees.

## ARTICLE 2

### NEGOTIATION PROCEDURES

- A. It is agreed that matters concerning wages, hours, terms and conditions of employment not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. By the end of February preceding the expiration of the contract, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of educational service employees employed by the Board.
- C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. Efforts will be made by both parties to this agreement to maintain stability of membership in these negotiating groups. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification by both parties.

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Mediation Board or take any other lawful measures it may deem appropriate.
- E. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the negotiators in writing and signed by both parties as an amendment to this agreement. This paragraph subject to provisions of paragraph C above.
- F. All Letters of Understanding shall be signed by the Board Representative, Union President, steward of affected unit(s) and Council Staff Representative.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

- A. Any employee(s) of the Union believing that there has been a violation, misinterpretation, or misapplication of any provision of this agreement relating to wages, hours, terms or conditions of employment, may process a grievance as hereinafter provided.

The term “days” as used throughout the grievance procedure shall mean working days unless otherwise specified.

Nothing contained herein shall be construed to prevent any individual member of the bargaining unit from presenting and processing a grievance without intervention of the Union, if the adjustment is not inconsistent with the terms of this agreement, provided that the Union has been given the opportunity to be present at such adjustment.

- B.
  1. The Union shall designate in writing to Management a steward from each department of employees represented and his alternate.
  2. All stewards and/or alternates, including the chief steward and chief negotiator, after following proper procedures, may process grievances without loss of time or pay.
- C. Immediate supervisors designated for the grievance procedure are:

Director of Operations  
 Bus Driver, Garage Assistant (s), Secretary to Supervisor

Director of Food Services  
 Cook Manager, Cook Assistant, Server, Cashier, Food & Mail

Principal  
 Secretaries, Educational Aides, Media Technician

Director of Operations  
 Skilled Trade, Head Custodian, Warehouse Operator, Pool Operator,  
 Grounds/Maintenance, Custodian, Laundry, Secretary to Supervisor.

Director of Special Education  
 Secretary to Director

Director of Community Education  
Secretary to Director

Director of Child Development Center  
Secretary to Child Development Center Leader, Kitchen Coordinator, Child Development  
Center Caregivers

Director of Operations  
Warehouse Coordinator

Athletic Director  
Secretary to Director

When a vacancy in a supervisory position(s) occurs, or the Board does not replace a position, the classifications covered under that title shall be designated to the Assistant Superintendent.

D. A time extension, in writing, to resolve the grievance must be mutually agreed to by both parties.

- Step 1. Except in a situation where the employee or the Union failed to have knowledge of the violation occurring, all grievances must be instituted within ten (10) working days after occurrence of the circumstances giving rise to the grievance. Alleged violation, misinterpretation or misapplication of the agreement shall first be discussed with the employee, steward, immediate supervisor or building principal. Grievance disputes concerning wages or fringes shall be filed at step three of the grievance procedure.
- Step 2. If, in the judgment of the employee or Union, the matter is not satisfactorily resolved in the informal discussion, the employee or the Union shall file within five (5) days of the said discussion a grievance to the immediate supervisor on forms provided by the Union. The immediate supervisor shall communicate his disposition of the grievance in writing to the employee and the Union Representative(s) designated on the "Problem Form" within five (5) days of receipt of the grievance.
- Step 3. a. If not satisfied with the disposition at the step above the employee and the Union may within five days of receipt of the disposition, process the grievance to the Director of Personnel.
- b. The Director of Personnel shall communicate his disposition of the grievance in writing, unless mutually resolved, to the employee and the Union and the Union Representative(s) designated on the "Problem Form" within five (5) days of receipt of the grievance.
- c. If not satisfied with the disposition at the step above, the grievant and the Union representatives, Council and Local, will, within ten days, meet with the Assistant Superintendent of Personnel, or designee, to mutually resolve the grievance. The Assistant Superintendent of Personnel will communicate the disposition of said grievance in writing to all parties within ten days of said meeting.
- Step 4. a. If not satisfied with the disposition of the grievance at step three, the employee and Union may process the grievance to the Board within ten (10) days of receipt of the disposition from the Director of Personnel.

- b. Within ten (10) calendar days of receipt of the grievance, members of the Board numbering not more than three (3) in number, shall meet with the grievance committee of the Union numbering not more than seven (7) in number, in an effort to resolve the grievance. If the facts are in dispute or additional information is necessary, the affected party or parties or their representative as deemed necessary by either the Board or the Union will be invited to attend a fact finding meeting prior to the above final meeting of the grievance committee.

Nothing in this Article is designed to prevent informal contacts between the administration and the grievance committee of the Union in attempts to resolve the grievance.

- c. Within fifteen (15) calendar days after the meeting, the Board shall pass upon the grievance. Its decision will be made in writing to the Union and to any specific employee involved.

- Step 5.
- a. If the grievance remains unresolved after the Board has rendered its decision, it may be submitted for binding arbitration at the request of the Union, provided written notice of the request for submission to arbitration is delivered to the Board within ten (10) calendar days from the date of the Board's (or committee thereof) written decision. Within ten (10) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Union or its designated representative shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association.
  - b. The Arbitrator shall hear the grievance in dispute and shall render his decision in writing. The Arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issues submitted to arbitration.

E. CLAIMS FOR BACK PAY - All grievances must be filed in writing within ten (10) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed, except in a situation where the employee or the Union failed to have knowledge of the violation occurring.

- a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.
- b. No decision in any one case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.

## POWERS OF ARBITRATOR

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.

- A. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- B. He shall have no power to establish salary scales or change any salary.
- C. He shall have no power to rule on the termination of services of or failure to re-employ any probationary employee except for legal Union activities.
- D. In rendering decisions, the Arbitrator shall have due regard for the rights and responsibilities of the Union provided in this Agreement and for the rights and responsibilities of the Board, and shall so construe the Agreement that there will be no interference with the exercise of such rights and responsibilities except as those rights may be expressly conditioned by the Agreement. It being understood that any matter not specifically set forth herein remains within the reserved right of the Board.
- E. If there is a question of the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties.
- F. There shall be no appeal from an arbitrator's decision if it is within the scope of his authority as set forth above. It shall be binding on the Union, its members, the employee or employees involved, and the Board and its agent.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- H. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibility; subject to the final decision of the grievance.
- I. Any written agreement reached between the Board and the Union is binding on all employees affected and cannot be changed by any individual.
- J. Where more than one written grievance involving the same issue has been filed and processed through the grievance procedure to the Board level, the parties may, by mutual written agreement at that level, select one of the grievances as representative of the group. The remaining grievance(s) shall then be held in abeyance at the level while the selected representative grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievance(s) held at the Board level.



## ARTICLE 4

### BOARD RIGHTS

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this contract. This contract shall include by way of illustrations and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer, but not in conflict with the specific provisions of this contract.
2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, inclusive of subcontracting and use of volunteers. This Article will not be in conflict with the specific provisions of this contract.
3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.
4. Adopt rules and regulations, but not in conflict with the specific provisions of this contract.
5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, division or subdivisions, buildings or other facilities, but not in conflict with the specific provisions of this contract.
7. Determine the placement of operation, production, services, maintenance, or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.
8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.
9. Determine the size of the management organization, its functions, authority, amount of supervisions and table of organization, but not in conflict with the specific provisions of this contract.
10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

## ARTICLE 5

### EDUCATIONAL SERVICE EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce an employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitution of Michigan and the United States; that it will not discriminate against any educational service employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or other wise with respect to any terms or condition of employment specified by this contract.
- B. The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings. No educational service employee shall be prevented from wearing insignia, pins or other identification of membership in the Union either on or off school premises.
- C. The Board agrees to furnish to the Union in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirement and allocations and such other information as will assist the Union in developing intelligent, accurate, and complete studies in respect to hours, wages, and terms and conditions of employment, together with information which may be necessary for the Union to process any grievance.
- D. Management shall not refuse any employee(s) from having Union representation at any meeting to which the employee has requested such an appearance.
- E. UNION SECURITY
1. Employees covered by this agreement at the time it becomes effective and who are members of the Union at the time shall as a condition of continued employment be required to continue membership in the Union for the duration of this agreement.
  2. Employees covered by this agreement, who are not members of the Union at the time it becomes effective, but join after such date shall continue membership in the Union for the duration of this agreement.
  3. Any employee not wishing to become a member shall as a condition of continued employment pay a service charge equal to the amount of money that the Union certifies as a service fee on or before the 10<sup>th</sup> day following the 30<sup>th</sup> day following the effective date of this agreement. An employee who challenges the legality of the Agency Shop as it pertains to public employees shall be continued in the employment of the Board pending the outcome of all rights of appeal. The parties expressly recognize that the failure of any employee to comply with the provisions of this article is just and reasonable cause for discharge from employment. In the event that the provisions of the Agency Shop are held to be legal, such employee shall be released at the close of the semester or thirty (30) days after notification by the Union unless such employee shall render to the Union all back dues and assessments.

4. The employer agrees to inform the employees hired (except probationary), rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement that they shall be required as a condition of continued employment to meet the requirement of section 2 or 3 above for the duration of this agreement on or before the 10<sup>th</sup> day following the 30<sup>th</sup> day following the beginning of their employment in the unit.
5. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.
6. The Union agrees it will protect, indemnify, and save the Board harmless against any and all claims, demands, costs, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purposes of complying with this article.
7.
  - a. The right of contracting and sub-contracting is vested in the employer. The district shall not use or assign non-unit employees to displace or reduce the hours of unit employees. It is understood that the AFSC&ME/Board Contract does not apply to substitutes, however, it is also understood that no substitute shall make more money than first year employees within the classification.
  - b. In the event a seniority position or run within the bargaining unit is eliminated, that employee shall be eligible to bump a lower seniority person within classification at the time the cut-back occurs. The employee bumped shall then be eligible to follow the same procedure and bump a lower seniority person in his classification.
8. The interpretations, application, administration, and enforcement of this article shall be in accordance with the requirements of the Labor Managements Relations Act of 1947, as amended, and construed by the National Labor Relations board and Federal Courts and to the extent that it does not conflict with any Federal or State Laws.
9. Any position to be eliminated shall first be discussed between the Board and the Union.
10. PEOPLE PAC VOLUNTARY CHECK-OFF

The Employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE PAC deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

The Union shall indemnify and hold the Employer harmless against any and all claims or liabilities, including court costs and attorney fees that arise out of the Employer's compliance with the union security, check-off, or Political Action Committee provisions of this agreement.

## F. SENIORITY

1. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment with the understanding that absences from work shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dated back ninety (90) calendar days from the day he or she completed the probationary period.
2. Effective July 1, 1982, when more than one employee is hired on the same day, on or after this date, seniority will be determined by lottery, except transportation.
3. 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, except that the Board will have the right to discharge a probationary employee other than for Union activities without a grievance filed or processed.
4. Probationary employees shall be eligible for fringe benefits earned and provided for in this agreement only at the successful completion of their probationary period.
5. When an employee acquires seniority, his name shall be placed on the seniority list for his department in the order of his seniority. Any seniority date thus established for an employee is primarily for layoff and recall purposes and may or may not be identical to the employee's anniversary date or his date of continuous service, dependent upon attendant circumstance. Seniority lists will be available when requested.
6. Seniority shall be on a school district wide basis within the individual's job classification. Employees moving from one job classification to another, shall retain district wide seniority accrued in any other classification or department but not transfer said classification into their new classification. Employees transferred within departments will carry seniority for pay purposes after the completion of the 30 day trial period in the new classification.
7. An employee will lose his seniority for the following reasons:
  - a. Employee quits or retires
  - b. Employee is discharged and the discharge is not reversed.
  - c. Employee is absent for three (3) working days without notifying his supervisor. Exceptions to this rule may be made by the Superintendent.
  - d. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.
  - e. If the employee overstays by three (3) working days, a leave of absence granted for any reason, unless an extension has been granted. Exceptions, to this rule, may be made by the Superintendent.
8. All employees' positions which are protected by the provisions of Article 16 and 17 shall be filled on a temporary assignment made by administration up to the length of time the position is protected.
9. In the event an employee is transferred from one classification to another for any reason, that employee, so transferred, following the 30 day trial period as provided in Article 12, will establish a transfer. The employee, so transferred, will retain service in his former classification.

10. a. The Board agrees to post and update annually, on or about January 1<sup>st</sup>, a seniority list by job classification seniority and bargaining unit seniority. An employee's standing on the published list will be final unless protested to the Board's personnel office not later than ten (10) working days after the list has been posted on the mutually agreed upon building bulletin boards unless the affected employee was not scheduled to work during the posting period.
- b. The Board will furnish the name, starting date and regular hours of any new employee to the Union's secretary-treasurer.

## ARTICLE 6

### REPRESENTATION

- A. Released time will be granted for negotiations for members of the Union on specific occasion when it is mutually agreed upon by the Union and the Board as being necessary and in the best interest of the school district and the Union.
- B. Those released shall be the chief negotiator and one member representing each of six (6) groups: Transportation, maintenance personnel, cafeteria personnel, educational aides, secretaries, and caregivers.
- C. There shall be six (6) representation departments within the bargaining unit consisting of the following:
  1. Custodial- Maintenance Department - 1 Steward
  2. Transportation Department - 1 Steward
  3. Cafeteria Department - 1 Steward
  4. Educational Aides Department - 1 Steward
  5. Secretarial Department - 1 Steward
  6. Caregivers - 1 Steward
  7. Chief Steward

Stewards and alternate stewards in each department shall represent all the employees working in that department. The Union will furnish the Board with the names of its stewards and alternates not later than October 15<sup>th</sup> of such changes as may occur from time to time in such personnel. In addition to the above, a chief steward will be selected and designated to the Board.

- D. In the handling of a grievance or work related problem, if it becomes necessary for the steward to leave his work, he shall first notify his supervisor or principal. The steward leaving his work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; this will be done as expediently and with as little interruption of work as possible. An abuse will be grounds for disciplinary action.
- E. If the steward is required to go to another building other than his own in handling a grievance, the principal at both buildings (or all buildings involved) must be notified. Stewards will check in and out of the respective buildings.
- F. There will be a recognized bargaining committee of eight (8) representatives as referred to in paragraph B, above, and the Local President. This committee will negotiate contracts and supplemental agreements conditioned on the authorization granted in Article 2, paragraph C. This committee will function without loss of time or pay in carrying out its duties. Upon proper notification, the Council 25 representatives and/or State representative may be in attendance.

- G. Except as set forth above, no steward or any other employees shall be granted time off for the purpose of handling Union matters or affairs unless specific permission, in writing, has been granted by the supervisor or principal.
- H. The Union President will be released on an as needed basis for the purpose of administering this agreement as determined necessary by the Assistant Superintendent for Personnel or designee.

## ARTICLE 7

### NON-DISCRIMINATION

Neither the Board, the Union, nor its agents, shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, handicap, marital status or physical stature.

## ARTICLE 8

### DISCIPLINE, SUSPENSION OR DISCHARGE

- A. The discipline, suspension or discharge of any probationary employee except for Union activity, shall not be covered by this article and shall not be subject to a grievance.
- B. Seniority employees shall be disciplined, suspended or discharged for just cause only, just cause being defined as failure to perform the duties owed by the employee to management.
- C. In imposing discipline, suspension or discharge of a seniority employee, the supervisor will follow the principle of progressive procedures as follows:
 

1 <sup>st</sup> Offense	Oral warning
2 <sup>nd</sup> Offense	Written reprimand
3 <sup>rd</sup> Offense	One day suspension without pay
4 <sup>th</sup> Offense	One week suspension without pay
5 <sup>th</sup> Offense	Suspension discharge

  - 1. Discipline may be initiated at a higher level for just cause. The degree of discipline administered by the Board in a particular case shall be reasonably related to:
    - a. The seriousness of the proven offense.
    - b. The record of the employee(s) years of service to the school district.
- D. The employer may discipline employees for failure to follow reasonable rules and regulations. The Board shall apply all reasonable rules, orders, and penalties evenhandedly, without discrimination.
- E. Suspensions will be retained in the personnel file.
- F. In cases of discharge and suspension, the grievance procedure shall begin at Step 3.
- G. In imposing any discipline on current charge, the employer shall not take into account any prior infractions which occurred more than two (2) years previously.
- H. Management shall not refuse any employee(s) from having Union representation at any meeting to which the employee has requested such an appearance.

## ARTICLE 9

### PHYSICAL EXAMINATIONS

- A. Every school employee (as a condition of continued employment) must have a valid statement of freedom from communicable tuberculosis in his/her personnel file in accordance with law. The administrator will notify employees of the Board sponsored free clinics. In the event an x-ray for T.B. is required as certified by a statement from an M.D. or D.O., the Board will assume the cost not covered by the employee's insurance of the x-ray at a location designated by the Board, and will also assume any consequential loss of time or pay.
- B. Employees not providing the results of their test because of their own neglect, will after 14 days following the first day of a regular school session of each year, be placed on a leave of absence without salary or fringe benefits and will remain there until such results are provided. However, those who fail to provide a negative report as a result of the test will be placed on sick leave as per the provision of this agreement.
- C. **BUS DRIVER PHYSICAL EXAMINATION:** In the month of August, prior to the start of school each year, a physical examination shall be required. The cost of the examinations will be the responsibility of the district and must be provided by the school district clinic in the month of August.

## ARTICLE 10

### ABSENCE FROM JOB

- A. Notification of absence shall be given at least one hour prior to employee's start of shift time whenever possible. District will provide call in numbers for bargaining unit members.
- B. If at any time an employee is going to be late, needs to leave for a part of a shift or needs to leave early, the employee shall notify the building administrator or in the absence of the administrator the employee shall notify the immediate supervisor when school is in session. Failure to do so may result in disciplinary action.

## ARTICLE 11

### INCLEMENT WEATHER

- A. The Union recognizes that the responsibility for determining whether or not school shall be in session during inclement weather rests solely with the Superintendent. When school is closed due to inclement weather, fires, epidemics, mechanical breakdown or health conditions, union members shall not be required to report for work unless so directed by the administration.

Those employees directed to work on these days will be allowed equal time off with pay at a future date agreeable with the employee and administrator.

Pay received for inclement weather days shall be considered as compensation for any days that are required by the state to be added at the end of the school year.

- B. Should an employee request a personal day or a sick day and school is canceled because of inclement weather, those employees shall receive inclement weather pay and not be charged with the deduction of a personal or sick day.

- C. If additional days with students in attendance are added to the calendar at the end of the school year by the State to make up for inclement weather days, additional pay shall not be made for these days but shall be considered as paid when school was closed. The language shall revert back to the 1982-85 contract language if there is change in State Law to not make up inclement weather days.
- D. Employees who are unable to report because of inclement weather when school(s) are in session shall be allowed to use personal leave days or sick leave days, if no personal days are available.

## **ARTICLE 12**

### **TRANSFERS, PROMOTIONS AND NEW POSITIONS**

#### **A. TRANSFER**

There are six (6) classifications of employees in the AFSCME bargaining unit. They are: Custodial/Maintenance, Bus Drivers, Educational Aides, Cafeteria Workers, Secretaries, and Caregivers.

Each classification is comprised of different salary levels.

1. A transfer is defined as a change of work assignment or location within the same or lower salary level within the same classification.
2. Transfers will be based upon the employee's ability to meet the job qualifications, ability to perform the job, seniority and other relevant factors.
3. Employees transferred may be required to complete a trial period of thirty (30) days worked. The employee shall have the option to revert back to his/her former classification and a letter of explanation shall be submitted to the Board during his/her 30 day trial period.
4. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this agreement.
5. Employees may be involuntarily transferred by the Board to a position outside the bargaining unit for a period not to exceed six (6) months. His/her seniority will continue to accumulate and his/her fringe benefits shall continue as per this agreement.
6. Employees accepting a position outside the bargaining unit will have his/her seniority frozen until completion of their probationary period as determined by the Board or its designee. At the completion of their probationary period all seniority rights in the bargaining unit shall be terminated.
7. Employees temporarily transferred to a lower classification shall be paid at their regular rate. Employees temporarily working in a higher classification shall be paid at the rate of the higher classification.
8. The employer shall have the right to use substitute and will only make transfers on an emergency basis within the classification on a temporary basis of 60 working days without posting the open position, except for Transportation.



Any positions created by an employee on leave, that knowingly will be open for more than 60 working days, will be posted and filled as provided in Article 12. If an employee cannot be obtained, a substitute may be hired. Employees affected will be given the opportunity to transfer on the basis of ability and seniority, except for Transportation.

9. A vacancy is defined as an opening created by an employee leaving the employment of the district due to resignation, discharge, retirement or death.

If the Board determines the position necessary, the vacancy will be posted and filled per contractual language.

Vacancies within the bargaining unit will be posted within a reasonable length of time but not later than ten (10) calendar days of the receipt of the vacancy. The vacancy will be posted for a period of nine (9) calendar days and filled within sixteen (16) calendar days after the posting period ends. A shorter posting time may be mutually agreed upon.

10. If a temporary position becomes permanent, it shall be posted according to Paragraph 9.

## B. PROMOTIONS

A promotion is an upward change in an open job classification within the bargaining unit, which results in additional compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving over time or shift premium pay. Employee(s) interested in a promotional position shall apply within the above stated posting periods to be considered for the promotion.

1. The Administration will screen all applicants to select the finalists to be interviewed. If deemed necessary by the Administration, an interview and test will be conducted to determine the final applicant's ability to meet the demands and responsibilities of the open position. Factors considered will be demonstrated proficiencies, knowledge, experience, skills, abilities and special qualifications. Based upon these factors the final decision for placement rests with the Board or its designee.

The following procedures will be followed in awarding the position:

- a. The employee in the same classification who best meets the job qualifications.
  - b. The employee in another classification who best meets the job qualifications.
  - c. In the selection, seniority shall govern if all factors are equal.
  - d. If the most senior employee is not selected, he/she shall receive the reason in writing from the Personnel Director.
2. The applicant who meets the qualifications set forth and is selected by the Board or its designee for said position shall be given a ninety (90) calendar day trial working period.

3. During the ninety (90) calendar day trial period, the employee shall have the opportunity to revert back to his/her former position and a letter of explanation shall be submitted to the Board. If at any time during the trial period, the Board believes the employee is not progressing or it appears that the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former position and notice of such action shall be submitted to the chief steward, in writing, with a copy to the employee. In the event the said individual is reverted to his former position for reasons other than his/her own desire, he/she will be given the reasons in writing by the Board and in the event that the employee disagrees with the reason, the matter shall be a proper subject for the grievance procedure. The employee returned to his/her former position shall retain salary and seniority status as previously enjoyed before the promotions.

An employee moving to another position of greater responsibility must demonstrate the ability to perform responsibilities of such position by successfully passing tests or competencies related to the demands of the desired position.

4. Promotions to positions outside the bargaining unit shall be covered by the above provisions except that the trial period shall be determined by the Board or its designee.

### C. NEW POSITIONS

When a new position within the bargaining unit is created which cannot be properly placed into an existing classification, the Board, upon determining the requirements thereof, shall post the same for nine (9) days upon the bulletin board along with the proposed pay rate. If the Union objects to the pay rate and/or classification, it may notify the administration within five (5) working days after such posting and a meeting will be arranged whereby the parties shall negotiate the pay rate and/or classification.

## ARTICLE 13

### REDUCTION IN STAFF

- A. Before the Board makes any reduction in personnel, hours or runs because of finances or student enrollment, it will first consult with the Union regarding the effects of such reductions.
- B. Layoff and recall of employees shall be by job classification seniority and the following order shall be followed. A reduction of hours does not constitute a layoff.
  1. Temporary employees
  2. Probationary employees
  3. When more than one employee is hired on the same day, seniority shall be determined by the original lottery, except in Transportation.
  4. An employee on scheduled layoff shall have the right to displace an employee with lesser seniority in the same job classification.
  5. The employee removed from that classification will be returned to his/her former classification, providing he/she has sufficient service to displace the employee in his former classification with a lesser amount of service. (The employee(s) bumped may then exercise their seniority right).
  6. Remaining seniority employees within the classification affected shall then be laid off in the order of their classification seniority within the affected classification.
  7. Employees hired under Federal or State Job Training programs shall be laid off before any regular employee and shall be subject to recall only for a period equal to the time employed under the Job Training Program.
- C. The order of recalling the laid off employee shall be in the reverse order in which the employees are laid off.

- D. Laid off seniority employees shall be recalled to their job classification equal to or higher in number of hours or rate to the job from which he/she was laid off. Failure to take such offered work shall result in loss of seniority and termination.
- E. Notices of recall shall be sent by certified or registered mail or telegram to the employee's last known address as shown on the Board's records and it shall be the obligation of the employee to provide the Board with a current address and telephone number. A recalled employee shall give notice of his intent to return to work within three (3) consecutive working days of receipt of such notice and shall return within seven (7) working days or his/her employment shall be terminated without recourse to this agreement.
- F. In the event an immediate recall is necessary, the Board may call upon the laid off employee(s) either personally or by telephone, until such an available employee is located and able to return to work immediately. Upon failure to contact, the procedure in sub-section (C) will govern.
- G. All employees on lay-off shall be notified at their last known address by U.S. mail of openings within the bargaining unit and those interested must respond by the closing date of the posting for consideration.
- H. Employees on lay-off shall be afforded the opportunity to substitute if they so desire and shall be paid the regular substitute rate.
- I. Employees seniority at the time of lay-off shall be frozen after one year of lay-off.
- J. When on lay-off, an employee (when permitted by the insurance company) may continue insurance benefits providing the school with a check or money order for the proper amount made out to the insurance company involved.
- K. The President and stewards shall be retained in their classification during layoffs, regardless of seniority.
- L. If a layoff would affect an employee on leave, sick or personal, that employee's seniority shall also be frozen. Employees on sick or personal leave shall be covered by the Reduction in Staff Article 13.

## **ARTICLE 14**

### **RETIREMENT**

Any retired employee may have the option of continuing his/her hospitalization and/or dental insurance, In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

## **ARTICLE 15**

### **JURY DUTY AND COURT SERVICE**

- A. When an employee is called for jury service, or to serve as a witness in a court action not involving the Board of Education, he shall give the Board of Education proper notice and the Board of Education will reimburse the employee for the difference between his regular pay and the amount he receives for court services except that amount received for mileage.

- B. When an employee is subpoenaed to serve as a witness in court action representing the Board of Education, such service will be included in his regular assignment. Any remuneration resulting from court service will be returned to the school with the understanding that the employee will be paid his regular wage or court service, whichever is greater. Any expense for meals and/or mileage shall be returned to the employee.
- C. Persons serving for a half day or less jury duty will be expected to report for work for half of their assignment for that day. Persons serving more than a half day will not be expected to report for work on that day.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

- A. A leave of absence shall be any period of time over five (5) working days and are without pay unless otherwise specified.
- B.
  - 1. All requests for leave of absence by all personnel must be in writing and filed at the Board of Education offices with the Director of Personnel or designee.
  - 2. All circumstances pertaining to the leave and return to the position will be stated in writing prior to the time the leave is granted.
- C. Leaves of absence must be approved by the Board of Education. It has been the policy of the Board of Education to grant leaves of maternity and health. Leaves for any other reason will be considered on an individual basis.
- D. Employees on leave of absence for other than military service will not receive year-of-service credit on the salary scale for the period of the leave.
- E. Employees on Board approved leaves of absence shall continue to accrue seniority for a period of one year but will not accumulate seniority for purposes of qualifying for salary increments, longevity or fringe benefits which are afforded employees with higher seniority. However, an employee on a Board approved leave shall retain accumulated sick leave days. When a request for leave is granted by the Board of Education, an employee (when permitted by the insurance company) may continue insurance benefits providing the school or the insurance company, whichever is appropriate, with a money order for the proper amount made out to the insurance company involved to pay for all fringe benefits he/she wishes to keep in effect.

The Board of Education will pay the fringe benefits for one month beyond the month the leave is granted. This applies to personal leaves of absence only.

- F. Except in emergency situations, any employee desiring a leave of absence shall make the request to the office of the Director of Personnel at least thirty (30) calendar days prior to the beginning of the period for which the leave is to be granted.
- G.
  - 1. A one year leave of absence granted to an employee shall normally not be extended beyond the period of two consecutive years. Each consecutive annual leave shall require approval by the Board of Education. Failure by the employee to request an extension on or before the leave expires shall constitute a voluntary quit. Exceptions may be granted by the Board of Education.

2. A one year leave of personal absence may be granted to an employee. Consecutive annual leave shall require approval by the Board of Education. Failure by the employee to request an extension on or before the leave expires shall constitute a voluntary quit.
  3. Seniority shall be frozen after the first year of a personal leave.
  4. Employees on leave shall be covered by the Agency Shop Clause.
  5. Personal leave because of immediate family medical reasons shall be treated as a sick leave for the purposes of seniority only.
- H. No regular employee forfeits accumulated leave days during approved leave of absence periods. Neither shall he/she earn any on an unpaid leave. However, the employee shall not be eligible to use sick or personal business days while on leave of absence.
- I. Any seniority employee by request will be granted an adoptive leave of absence without pay for a period of 12 months.
- J. LEAVES FOR PUBLIC OR UNION OFFICE
1. Any seniority employee elected to public office shall be granted a leave of absence without pay for the period of his first term of active service in such elected office, provided that the term is no longer than three (3) years.
  2. Annually, one (1) member of the Union who has been elected to a local Union position or selected by the Union to do work which takes him from his employment, shall, upon written request of the Union to the Board, receive a leave of absence without pay. Two (2) consecutive years of leave, renewable annually, shall be granted in instances where appropriate. If the leave of absence exceeds two (2) years, but is not more than three (3) years, the employee will be assigned to the first job available for which he/she is qualified and in accordance with the recall provisions of Article 12.
- K. UNION CONVENTIONS - Up to two (2) members of the Union elected to attend an AFSC&ME convention shall be allowed a maximum of seven (7) work days each released annually without pay.

Notification of election results will be presented, in writing, to the Director of Personnel or designee within five (5) working days of the action taken by the membership.

- L. SEMINARS AND CONFERENCES - Up to two (2) members of the Union elected to attend a seminar or conference shall be allowed a maximum of five (5) work days each per year with pay.

## **ARTICLE 17**

### **SICK LEAVE**

- A. For the purposes of this agreement, the immediate family shall be defined as employee or spouse's child, foster child, parent, step parent, grandparent, brother, sister, grandchild and spouse. Any exceptions to the foregoing may be granted upon approval of the Superintendent or his designee.

- B. Sick leave shall be granted annually to each regular employee of the Swartz Creek Community Schools as follows, with unlimited accumulation:
1. 12 days for 38 week, 40 week and 41 week employees.
  2. 13 days for employees working up to and including 45 weeks.
  3. 14 days for employees working 46 weeks or longer.
  4. Part-time and half-time employees will receive the same number of days.

- C. An employee may use two (2) of his accumulated sick leave allowance annually for personal business by notifying his supervisor by noon of the preceding day (except in emergencies) with the exceptions listed below:
1. Last day students are in session before a break
  2. First day students are in session after a break
  3. First and last weeks of school
  4. Outside employment

Exceptions may be granted upon prior application to the Superintendent. Such personal days shall be credited at the beginning of the employee's work year.

Sick days shall not be used for vacation or recreational purposes. An employee abusing such leave time may face disciplinary action.

- D. Accrued leave days shall be credited to each employee on July 1 of each year.

If death occurs to a Swartz Creek Community school employee while on active duty, payment will be made to the heir of the employee for all of the deceased employee's unused accumulated leave days at the regular hourly or daily rate.

- E. Any absence not covered by sick leave or personal business leave will be deducted at the employee's regular hourly or daily rate.

- F. Accumulated leave days shall be used only for personal illness (including pregnancy), death in immediate family, illness in immediate family and doctor or dentist appointments of the employee. Accumulated leave days shall be used on a pro-rated basis in conjunction with Loss of Time, worker's compensation, and Long Term Disability to continue the employee's wage at his/her normal rate until all days are used. Exceptions shall require approval of the Superintendent or his designee.

- G. Where there is illness in the immediate family, a maximum of three (3) day's absence under their sick leave may be taken to make necessary arrangements or to care for the ill person. Additional days may be granted by approval of the Superintendent or his designee.

- H. After the tenth working day of a personal illness absence, a doctor's written statement shall be presented to the immediate supervisor. Such a statement should indicate the nature and estimated duration of the illness. Upon the employee's return to work after an illness of more than 10 days duration, a statement shall be submitted from the doctor certifying that the employee is capable of returning to work.

- I. When a person has used all his/her accumulated sick leave, he/she will be placed on a leave of absence for the duration of the illness not to exceed one calendar year. Extensions may be granted by the Board up to two (2) years. When an employee is placed on a leave of absence by the Board of Education after using all accumulated sick leave, the Board of Education shall continue to pay for all existing fringe benefits for a period of 6 months beyond the month the leave is granted or to June 30<sup>th</sup> of the leave year, whichever comes first. When on sick leave, an employee (when permitted by the insurance company) may continue insurance benefits providing the school or the insurance company, which ever is appropriate, with a money order for the proper amount made out to the insurance company involved. Any employee on sick leave shall return to his regular position. Seniority shall continue to accumulate on a Board approved sick leave of absence.
- J. A leave of absence for an employee with a physical or mental disability may be granted.
- K. On the date that an employee's resignation is accepted by the Board of Education, and thereby becomes effective, all accumulated leave shall be automatically terminated.
- L. At the time of retirement an employee shall receive \$25 per day for unused sick leave up to a maximum of 110 days.

#### ABSENCE FOR ILLNESS

In cases where a pattern of absences is noticeable, a doctor's statement certifying illness or injury may be required. In any event, a doctor's certification may be required after five (5) consecutive days of illness.

### ARTICLE 18

#### PAID BEREAVEMENT LEAVE

Up to three (3) working days, four (4) at the option of the Superintendent or his designee, per death, beginning with the day of death or the first day after death, are allowed if the death is in the immediate family. One (1) additional day will be allowed in those instances of delay of the funeral or of the need to travel over 100 miles. If an additional day is needed it will be allowed to be taken from sick days.

In addition to Article 17, a., this Article shall also pertain to the following: mother-in-law, father-in-law, grandparents of either spouse, and any individual living in the employee's immediate household.

One (1) work day is allowed to attend the funeral of a close relative. Additional days, if needed, shall be granted at the discretion of the Superintendent.

### ARTICLE 19

#### PAYROLL DEDUCTIONS

##### A. LEGALLY REQUIRED DEDUCTIONS

- 1. Deductions for federal withholding tax, social security and Michigan income tax shall be made from each employee's salary beginning with the date of his employment as required by law.

## B. VOLUNTARY DEDUCTIONS

1. Group insurance for hospitalization and loss of time.  
Deductions are made the second payroll of each month.
2. Flint Area School Employees Credit Union - deductions are made every payroll.
3. Dues to professional organizations
4. U.S. Government Bonds
5. United Fund contributions
6. Other deductions as approved by the Union and Administration.
7. Tax deferred annuities as approved by the Board.

## C. DEDUCTIONS BECAUSE OF ABSENCE FROM WORK

Any absence not covered by sick leave, or personal business leave, will be deducted at the employees regular hourly or daily rate.

## ARTICLE 20

### WORKER'S COMPENSATION

- A. All employees of the Board are subject to the provisions of the State of Michigan's Worker's Compensation Act. The Worker's Compensation Act is "an Act to promote the welfare of the people of this State, relating to the liability of employers for injuries or death sustained by their employees, providing compensation for the disability or death resulting from occupational injuries or disease or accidental injury to or death of employees and methods for the payment and apportionment of the same."
- B. According to this Act, no compensation shall be paid until after the seventh calendar day of injury. Compensation will be paid for the duration of the absence under the terms of the Worker's Compensation Act. If the injury causes absence of over two (2) weeks, the first seven days will also be paid.
- C. An employee who has unused sick leave may choose to receive only the Worker's Compensation, in which event, no charge will be made against his/her accrued leave.
- D. Payment for accrued sick leave and Worker's Compensation shall not exceed the regularly scheduled daily wage. Charges against accrued sick leave will be made in the same ratio as sick leave pay is to regular daily wage.
- E. An employee who has unused sick leave may choose to use it and receive his regular daily wages. On or after the eighth calendar day of the injury, the portion of his daily wage covered by compensation funds shall not be charged against his accrued sick leave. If he is out of work over two weeks, the first week is also prorated. After all sick leave has been used, the employee shall receive only the Worker's Compensation.
- F. Each employee is responsible for completing all Workers' Compensation accident reports as soon as possible after any occupational injury and signing a certificate outlining details of the injury in so far as practical.
- G. Time lost from work the day of the accident and day after the accident (if the accident is the cause of the time off) shall be paid and not charged to sick leave.



## ARTICLE 21

### SALARY INCREMENTS

- A. All steps on the salary schedule shall be considered to be annual increment increases, given either July 1 or January 1, dependent upon employment date, this to be done automatically in so far as possible.
- B. ANNIVERSARY DATE
  - 1. Employees who have an employment date between July 1 and December 31 of any year will be eligible for annual increments on July 1 of the following year.
  - 2. Employees who have an employment date between January 1 and June 30 of any year will be eligible for annual increment on January 1 of the following year.
  - 3. Mid-Year salary increases shall be granted on July 1 and pro-rated over the entire year.

## ARTICLE 22

### LONGEVITY

- A. An employee of the bargaining unit shall receive longevity compensation at the rate of \$50 for each year after reaching ten (10) years service, up to and including thirty (30) years of service.
- B. Twelve month employees will receive longevity pay the last pay day in June on a separate check.
- C. Less than twelve month employees will receive longevity pay on the last pay day received during the fiscal year on a separate check.
- D. Leave of absence time other than sick leave time that is more than 30 days shall not count toward longevity service.
- E. Employees hired after July 1, 1988, will receive compensation at the rate of \$50 for each year after completion of their 10<sup>th</sup> year.
- F. An employee absent from work more than 50% of assigned workdays, other than Board approved paid leave, shall lose that year's \$50 compensation. Sick days, personal days, and vacation days will not be used in calculating days absent.

## ARTICLE 23

### TYPES OF EMPLOYEES (pertains to all employees hired BEFORE July 1, 1982)

- A. All except transportation employees are defined as:
  - 1. Full-time - 7 hours a day or more  
(6 hours a day or more - Educational Aides)
  - 2. Half-time - 4 hours a day or more but less than 7 hours (4 hours a day or more but less than 6 hours - Educational Aides)
  - \*3. Part-time - Less than 4 hours

B. Transportation employees are defined as:

1. Full-time - 6 runs
2. Half-time - 4 runs or more but less than 6
- \*3. Part-time - Less than 4 runs

\* Part-time employees hired on or before June 30, 1982, are only eligible for the following fringe benefits:

Sick days, personal days and holidays based on their hours of work.

TYPES OF EMPLOYEES (Pertains to all employees hired AFTER July 1, 1982,

A. All except transportation employees are defined as:

1. Full-time - 7 hours a day or more  
(6 hours a day or more - Educational Aides)
2. Part-time - Less than 7 hours

B. Transportation employees are defined as:

1. Full-time - 6 runs
2. Part-time - Less than 6 runs

Employees hired on or after July 1, 1982, as part-time employees shall receive no fringe benefits except:

Sick days, personal days and holidays based on their hours of work.

## ARTICLE 24

### HOLIDAYS

A. The following shall be considered as paid holidays for purposes of this agreement:

#### 12 MONTH EMPLOYEES

Day before New Years

New Year' s Day

July 4<sup>th</sup>

Memorial Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Good Friday

President' s Weekend (when on adopted Board calendar)

Monday of Spring Break

#### SCHOOL YEAR EMPLOYEES

Day before New Years

New Years' Day

Memorial Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Good Friday

President' s Weekend (when on adopted Board calendar)

Monday of Spring Break

High School secretaries alternating weeks during the summer shall receive pay for July 4<sup>th</sup>.

Any of the above days occurring on a Saturday or Sunday or when school is in session on Good Friday shall be rescheduled for compensation by mutual consent. Two days compensatory time shall be given all employees in the event presidents' weekend is not scheduled.

- B. All employees will receive pay calculated at their current rate based upon their hours per day of their regular scheduled work day at their regular straight time rate.
- C. Salary for holidays shall be paid when the last scheduled work day preceding and the first school work day succeeding the holiday is worked. If the employee who has accumulated sick days indicated that an illness was the cause of such absence, the employee shall furnish a doctor's statement certifying the illness within five (5) days after such absence, if requested by the appropriate supervisor or designee of the Board. School year employees must be in attendance on Tuesday following the Labor Day holiday to receive the holiday pay for Labor Day.
- D. Employees called in to work on a holiday will be paid double time for the time worked.
- E. Employees working beyond the normal school year in classification will be paid for the holidays that fall within the work period.

## **ARTICLE 25**

### **VACATIONS**

- A. Full-time employees who work 48 weeks or more shall earn vacation during the fiscal school year they are hired at the rate of ½ day per month after the ninety (90) day probationary period. Probationary period shall not count towards earning vacation days. Vacation days earned during the fiscal year shall be available for use beginning July 1<sup>st</sup> of the next fiscal school year. Vacation may not be taken until it is earned. This language shall also apply to employees who transfer to a classification that qualifies for vacation.
- B. Any month an employee does not work the majority of the scheduled working days, sick days excluded, that employee will lose one-twelfth (1/12) of his/her vacation benefit. Deduction will be to the nearest day.
- C. Vacation benefits for employees who are scheduled to work 48 weeks or more in category:
  - 1. 5 working days after 1 year of service
  - 2. 10 working days after 2 years of service
  - 3. 12 working days after 3 years of service
  - 4. 14 working days after 4 years of service
  - 5. 15 working days after 5 years of service
  - 6. 16 working days after 8 years of service
  - 7. 17 working days after 10 years of service
  - 8. 18 working days after 11 years of service
  - 9. 19 working days after 12 years of service
  - 10. 20 working days after 15 years of service

- D. Vacation benefits for employees who are scheduled to work 46 to 47 weeks in category:
1. 5 working days after 5 years of service
  2. 6 working days after 6 years of service
  3. 7 working days after 7 years of service
  4. 8 working days after 8 years of service
  5. 9 working days after 9 years of service
  6. 10 working days after 10 years of service
  7. 15 working days after 15 years of service
- E. An employee may carry over one-half (1/2) of his/her total amount of accrued vacation for one (1) year.
- F. If an employee is laid off, retires or becomes incapacitated, he/she will receive any unused vacation credit, including (on a prorated basis) any that might have been accrued in the current fiscal year. Other terminations of employment will cause forfeiture of all vacation benefits earned during that fiscal year.
- G. Employees eligible for vacation benefits shall be paid vacation days on the basis of their rate per hour and hours per day of their regularly scheduled work day.
- H. Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as it is possible within this limitation, vacations shall be scheduled at a time satisfactory to the employee. Preference shall be accorded to employees on a seniority basis.

Vacation schedules for employees of all departments shall be developed by the appropriate administrator. It shall be the practice to schedule vacations over as wide a period as possible in order to eliminate the necessity of extra help. Employees shall place requests for vacation time at least ten (10) days prior to expected vacation. Exceptions to this time limit may be granted by the Assistant Superintendent of Personnel, or designee. The Supervisor (see Article 3 for supervisory designations) shall prepare schedules and approve or disapprove requests as soon as feasible. Vacation requests will be honored if such does not duly interfere with the normal operations of the district.

- I. Vacations will be taken in a period of consecutive days. Exceptions may be made upon written request and approval of the Director of Personnel. Unless approved by the appropriated supervisor, vacations shall be scheduled for periods of not less than one week at a time or not less than the number of days to which the employee is entitled, whichever is smaller.
- J. When a designated holiday is observed by the Board on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one day. During Christmas and Easter break, a Union employee may choose to take a personal day or vacation day preceding or succeeding a holiday, providing school is not in session, without loss of holiday pay. This applies to employees who normally work during these periods.

Less than 52 week employees wishing to take vacation days during Christmas and Easter break will be allowed to do so. Vacation taken during this time will not be used in calculation of weeks worked.

- K. A vacation may not be waived by an employee and extra pay received for working during that period.
- L. If an employee becomes ill prior to his vacation and the illness continues into his scheduled vacation period and he is under the care of a licensed physician, his vacation will be rescheduled whenever possible, providing it does not create a hardship for the remaining work force and work assignments. In the event his incapacity continues through the fiscal year, he will be awarded payment in lieu of his earned vacation.
- M. Part-time employees are not eligible for vacations.
- N. Vacation benefits for employees who are scheduled to work 40 to 45 weeks, in category.
  - 1. 5 working days after 4 years of service
  - 2. 6 working days after 5 years of service

## **ARTICLE 26**

### **INSURANCE BENEFITS**

#### **A. HOSPITALIZATION**

- 1. Health Plus PPO Plan 2E 200/400 deductible. 5/10/20; 2x the cost for 90 day supply. These specifications are attached in Addendum A.
- 2. Employees not electing health insurance coverage under Section A above shall be eligible to receive \$3,500 per year paid out in semi-monthly installments of \$145.83 Payment will cease upon the retirement, resignation or termination of employment.

#### **B. LIFE INSURANCE**

\$20,000 convertible group-term life insurance coverage with the Boards approved carrier.

#### **C. DENTAL INSURANCE**

All full-time employees shall be provided dental care for full family coverage on an 80-60-60 plan with coordination of benefits with the Board's approved carrier. Coverage shall include at least Basic, Preventive, Restorative, Oral Surgery, Endodontic and Periodontic services. Orthodontic services shall be limited to a \$1200 lifetime maximum, also on 80-60-60 plan. Maximum benefit for contract year for basic coverage is 80-80-80.

For half-time employees, coverage shall be provided on a subscriber only basis in accordance with the above specification when available to the Board.

#### **D. VISION INSURANCE**

The Board will provide SET-SEG Vision care or its equivalent for all full-time employees and their eligible dependents. As of January 1, 1986, vision care shall be equivalent to VSP-3.

## E. LONG TERM DISABILITY INSURANCE

All full-time employees shall be provided long term disability with the following specifications:

1. 66 2/3% of basic monthly wages to a maximum benefit of \$1,500 per month.
2. Elimination period of not less than 60 calendar days or accumulated sick leave, whichever is greater.
3. Maximum income period:
  - a. Accident - to age 70
  - b. Sickness - to age 70
  - c. But not less than 12 months
4. Other income offsets:
  - a. Social Security primary benefits only except that any benefit payable under Social Security Act on behalf of dependents of the disabled employee, exceeds 70% of his monthly earnings from the employer immediately prior to his disability, then the income benefit payable shall be further reduced so that the sum of these benefits equals 70% of earnings.
  - b. Workers' Compensation.
  - c. Other group disability plans sponsored or paid by Board funds.
  - d. Michigan Public School Employees Retirement System.
  - e. Other earned income unless part of approved rehabilitation program.
5. Integration with Social Security to be frozen at the level of benefits which exists at date of disability.
6. Pre-existing conditions to be covered without restriction.
7. Rehabilitation clause - 50% offset maximum up to 24 month minimum adjusted benefits - 10%.
8. Successive periods of disability separated by less than six months recovery will be construed as the same disability and benefits will resume immediately without a new elimination period - same or related causes(s).

## ARTICLE 27

### SHIFT PREMIUM AND DESIGNATION

- A. All regular full-time second or third shift employees will receive shift premiums.
- B. TEMPORARY ASSIGNMENT - Any full-time employee assigned to second or third shifts will be eligible for shift premium.
- C. RATE - An additional 25 cents per hour will be paid to those assigned to the second shift and an additional 30 cents per hour will be paid to third shift.
- D. For the purpose of establishing the work day, 5:00 a.m. is to be considered as the starting point. The first shift is any shift that regularly starts at 5:00 a.m. or later. The second shift shall have an established starting time of 3:00 p.m. The third shift shall have an established starting time of 10:30 p.m. For purposes of shift premium, any employee working 50% or more of his time during the hours established for shift purposes shall be paid the premium rate established for that shift.

Child Development Center employees must work an eight hour shift to be eligible for the shift premium rate.

- E. There shall be a specified starting time for a full-time regular employee for each shift. The starting time may be changed when necessary to maintain continuity of operations. A change in shift time will be posted the preceding Friday before the scheduled work week that requires a time change. Part-time employees are not subject to this provision.

## **ARTICLE 28**

### **OVERTIME**

- A. All hours over eight (8) per day or forty (40) per week will receive overtime rates.
- B. Rate will be figured at time and one-half of the base hourly wage.
- C. Monday is considered the first day of the week.
- D. Except in the case of emergencies, all overtime will be assigned by the immediate supervisor.
- E. All overtime must be reported on sheets provided and turned in on the following day. Overtime received by Monday of pay period closing week will be paid on the following paycheck.
- F. An employee reporting for duty which is outside of and not continuous with their regular working hours, shall receive pay for the actual time worked at time and one-half their regular rate of pay, or a minimum of three (3) hours pay at straight time hourly rate, whichever is the greater.

### **G. EQUALIZATION OF OVERTIME HOURS**

- 1. Employees desiring overtime hours shall sign up with their supervisor the first ten (10) days of August and January each year. An up-to-date list showing interest in overtime hours for all seniority employees will be posted on September 1 and February 1 in each building. Any employee, who refuses three (3) consecutive times on each list, shall have their name removed from the affected list until the next sign up period. Equalization of overtime hours will be administered by the guidelines as set forth herein.
- 2. a. Through June 30, 1999, overtime hours shall be rotated as equally as possible according to seniority among those employees in the same classification in their building or work area. Beginning on July 1, 1999, overtime/extra transportation runs shall be rotated as equally as possible according to seniority among those employees in the same classification in their building or work area who have not used more than three sick days in the previous four weeks. Employees who provide doctor's statements to document illness will maintain their position in the overtime/extra transportation field trip rotation when illnesses exceed three days in the previous four weeks.
- b. Whenever overtime is required within classification, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours.
- c. Seniority employees in other classifications and/or building may be called if there is no acceptance by employees in the effected classification. Employees in other classifications will be called on the basis of least number of overtime hours charged to them provided they are capable of doing the work.

3. For the purpose of this section, when the employee does not choose to work, he/she will be charged the number of overtime hours of the employee(s) working during that overtime assignment.
4. It is understood that overtime hour assignments for employees may be unequal from time to time.
5. Employees required by the building principal and/or the Supervisor of Grounds and Maintenance to do clean-up resulting from weekend activities during their regular shift shall be compensated a minimum of one (1) hour additional pay at the appropriate rate.

## ARTICLE 29

### 2009-2010

#### EDUCATIONAL AIDES SALARY SCALE -2009-2010

LEVEL	START PROB.	START			
		0 YEARS	1 YEAR	2 YEARS	3 YEARS
I	\$8.87	\$8.93	\$9.45	\$9.92	\$10.69
II	\$8.73	\$8.83	\$9.29	\$9.80	\$10.54

Level I includes Attendance, Career Center, Library and Central Office Copy Room  
 Level II includes all other Educational Aides not listed above.

#### SECRETARIAL SALARY SCALE - 2009-2010

LEVEL	START PROB.	START							
		0 YEARS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
I	\$10.40	\$11.13	\$12.67	\$13.30	\$13.86	\$14.43	\$15.02	\$15.47	\$16.34
2	\$10.14	\$10.75	\$12.22	\$12.84	\$13.47	\$14.14	\$14.71	\$15.33	\$16.02
3	\$9.80	\$10.50	\$11.73	\$12.24	\$13.11	\$13.70	\$14.27	\$14.85	\$15.60

#### CUSTODIAL AND MAINTENANCE SALARY SCALE - 2009-2010

LEVEL	START PROB.	START						
		1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
1	\$13.93	\$15.35	\$15.89	\$16.50	\$17.10	\$17.91	\$18.72	\$19.59
1A	\$19.50	\$20.50	\$21.50	\$22.50				
2	\$13.54	\$14.87	\$15.47	\$16.14	\$16.62	\$17.42	\$18.22	\$19.05
3	\$13.35	\$14.70	\$15.10	\$15.86	\$16.46	\$17.19	\$18.01	\$18.84
4	\$12.41	\$13.70	\$14.28	\$14.83	\$15.47	\$16.21	\$16.90	\$17.71
5	\$12.05	\$13.11	\$13.72	\$14.28	\$14.87	\$15.57	\$16.27	\$17.03
5A	\$11.24	\$12.15	\$12.72	\$13.24	\$13.54	\$13.86	\$14.22	\$15.24
6	\$11.86	\$12.76	\$13.30	\$13.91				



**CAFETERIA SALARY SCALE - 2009-2010**

<b>LEVEL</b>	<b>START PROB.</b>	<b>1 YEAR</b>
COOK MANAGER	\$10.82	\$11.95
COOK ASSISTANT	\$10.02	\$11.09
SERVER- CASHIER	\$9.91	\$10.60
FOOD & MAIL	\$9.63	\$10.35
C.D.C. KITCHEN		\$11.23

**TRANSPORTATION SALARY SCALE - 2009-2010**

**LEVEL**

1 RUN	\$15.66	
	1/2 hr. rate	1 hr. rate
2 SKILL CENTER	\$7.10	\$14.20
3 EMERGENCY	\$9.52	
4 TRIPS	\$9.85	
5 WEEKEND TRIPS	\$10.79	
6 SPECIAL EDUCATION	\$17.53	
7 SHUTTLE- REGULAR	\$3.23	
7A EXTENDED DAY	\$2.23	
8 FIRST YEAR DRIVER	\$14.40	
9 INSERVICE TRAINING MEETINGS	\$9.52	
10 GARAGE ASSISTANT	\$11.75	

**CHILD DEVELOPMENT CENTER CAREGIVERS SALARY SCALE - 2009-2010**

**LEVEL**

ASSISTANT	\$13.30
CAREGIVER I	\$9.47
CAREGIVER II	\$7.40
KITCHEN COORDINATOR	\$11.23

**2010 – 2011**

**EDUCATIONAL AIDES SALARY SCALE -2010-2011**

LEVEL	START PROB.	START			
		0 YEARS	1 YEAR	2 YEARS	3 YEARS
I	\$8.96	\$9.02	\$9.54	\$10.02	\$10.80
II	\$8.82	\$8.92	\$9.38	\$9.90	\$10.65

Level I includes Attendance, Career Center, Library and Central Office Copy Room  
 Level II includes all other Educational Aides not listed above.

**SECRETARIAL SALARY SCALE - 2010-2011**

LEVEL	START PROB.	START							
		0 YEARS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
I	\$10.50	\$11.24	\$12.80	\$13.43	\$14.00	\$14.57	\$15.17	\$15.62	\$16.50
2	\$10.24	\$10.86	\$12.34	\$12.97	\$13.60	\$14.28	\$14.86	\$15.48	\$16.18
3	\$9.90	\$10.61	\$11.85	\$12.36	\$13.24	\$13.84	\$14.41	\$15.00	\$15.76

**CUSTODIAL AND MAINTENANCE SALARY SCALE - 2010-2011**

LEVEL	START PROB.	START						
		1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
1	\$14.07	\$15.50	\$16.05	\$16.67	\$17.27	\$18.09	\$18.91	\$19.79
1A	\$19.70	\$20.71	\$21.72	\$22.73				
2	\$13.68	\$15.02	\$15.62	\$16.30	\$16.79	\$17.59	\$18.40	\$19.24
3	\$13.48	\$14.85	\$15.25	\$16.02	\$16.62	\$17.36	\$18.19	\$19.03
4	\$12.53	\$13.84	\$14.42	\$14.98	\$15.62	\$16.37	\$17.07	\$17.89
5	\$12.17	\$13.24	\$13.86	\$14.42	\$15.02	\$15.73	\$16.43	\$17.20
5A	\$11.35	\$12.27	\$12.85	\$13.37	\$13.68	\$14.00	\$14.36	\$15.39
6	\$11.98	\$12.89	\$13.43	\$14.05				

**CAFETERIA SALARY SCALE - 2010-2011**

LEVEL	START PROB.	1 YEAR
COOK MANAGER	\$10.93	\$12.07
COOK ASSISTANT	\$10.12	\$11.20
SERVER-CASHIER	\$10.01	\$10.71
FOOD & MAIL	\$9.73	\$10.45
C.D.C. KITCHEN		\$11.34

**TRANSPORTATION SALARY SCALE - 2010-2011**

**LEVEL**

1 RUN	\$15.82	
	1/2 hr.	
	rate	1 hr. rate
2 SKILL CENTER	\$7.17	\$14.34
3 EMERGENCY	\$9.62	
4 TRIPS	\$9.95	
5 WEEKEND TRIPS	\$10.90	
6 SPECIAL EDUCATION	\$17.71	
7 SHUTTLE- REGULAR	\$3.26	
7A EXTENDED DAY	\$2.25	
8 FIRST YEAR DRIVER	\$14.54	
9 INSERVICE TRAINING MEETINGS	\$9.62	
10 GARAGE ASSISTANT	\$11.87	

**CHILD DEVELOPMENT CENTER CAREGIVERS SALARY SCALE - 2010-2011**

**LEVEL**

ASSISTANT	\$13.43
CAREGIVER I	\$9.56
CAREGIVER II	\$7.47
KITCHEN COORDINATOR	\$11.34

## 2011-2012

### EDUCATIONAL AIDES SALARY SCALE -2011-2012

LEVEL	START				
	PROB.	0 YEARS	1 YEAR	2 YEARS	3 YEARS
I	\$9.14	\$9.20	\$9.73	\$10.22	\$11.02
II	\$9.00	\$9.10	\$9.57	\$10.10	\$10.86

Level I includes Attendance, Career Center, Library and Central Office Copy Room

Level II includes all other Educational Aides not listed above.

### SECRETARIAL SALARY SCALE - 2011-2012

LEVEL	START								
	PROB.	0 YEARS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
1	\$10.71	\$11.46	\$13.06	\$13.70	\$14.28	\$14.86	\$15.47	\$15.93	\$16.83
2	\$10.44	\$11.08	\$12.59	\$13.23	\$13.87	\$14.57	\$15.16	\$15.79	\$16.50
3	\$10.10	\$10.82	\$12.09	\$12.61	\$13.50	\$14.12	\$14.70	\$15.30	\$16.08

### CUSTODIAL AND MAINTENANCE SALARY SCALE - 2011-2012

LEVEL	START							
	PROB.	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
1	\$14.35	\$15.81	\$16.37	\$17.00	\$17.62	\$18.45	\$19.29	\$20.19
1A	\$20.09	\$21.12	\$22.15	\$23.18				
2	\$13.95	\$15.32	\$15.93	\$16.63	\$17.13	\$17.94	\$18.77	\$19.62
3	\$13.75	\$15.15	\$15.56	\$16.34	\$16.95	\$17.71	\$18.55	\$19.41
4	\$12.78	\$14.12	\$14.71	\$15.28	\$15.93	\$16.70	\$17.41	\$18.25
5	\$12.41	\$13.50	\$14.14	\$14.71	\$15.32	\$16.04	\$16.76	\$17.54
5A	\$11.58	\$12.52	\$13.11	\$13.64	\$13.95	\$14.28	\$14.65	\$15.70
6	\$12.22	\$13.15	\$13.70	\$14.33				

### CAFETERIA SALARY SCALE - 2011-2012

LEVEL	START	
	PROB.	1 YEAR
COOK MANAGER	\$11.15	\$12.31
COOK ASSISTANT	\$10.32	\$11.42
SERVER-CASHIER	\$10.21	\$10.92
FOOD & MAIL	\$9.92	\$10.66
C.D.C. KITCHEN		\$11.57

**TRANSPORTATION SALARY SCALE - 2011-2012**

**LEVEL**

1 RUN	\$16.14	
	1/2 hr. rate	1 hr. rate
2 SKILL CENTER	\$7.31	\$14.62
3 EMERGENCY	\$9.81	
4 TRIPS	\$10.15	
5 WEEKEND TRIPS	\$11.12	
6 SPECIAL EDUCATION	\$18.06	
7 SHUTTLE- REGULAR	\$3.33	
7A EXTENDED DAY	\$2.30	
8 FIRST YEAR DRIVER	\$14.83	
9 INSERVICE TRAINING MEETINGS	\$9.81	
10 GARAGE ASSISTANT	\$12.11	

**CHILD DEVELOPMENT CENTER CAREGIVERS SALARY SCALE - 2011-2012**

**LEVEL**

ASSISTANT	\$13.70
CAREGIVER I	\$9.75
CAREGIVER II	\$7.62
KITCHEN COORDINATOR	\$11.57

It is understood that the AFSC&ME/Board Contract does not apply to substitutes. However, it is also understood that no substitute driver will make more money/run than 1st year regular drivers.

It is understood that after 5:00 p.m. on Fridays, drivers shall be compensated at the weekend trip rate.

**TRAINING NEW DRIVERS**

The new Driver trainer shall be paid on a per hour basis at the regular run rate, but not to exceed eleven dollars (\$11.00) per hour. In addition, the trainer shall be paid for Shuttles lost due to training schedules.

A meal allowance not to exceed \$5.00 with receipt shall be paid when weekend trips and extra trips are over the meal period. If the trip exceeds 8 hours in duration, then a maximum of \$10.00 will be reimbursed with receipt.

When a conference pertaining to student discipline is required by the supervisor or principal, the driver shall be paid emergency time pay for any time the conference requires.

**ARTICLE 30**

**WORK STANDARDS**

- A. Work standards shall be established on the basis of fairness and equality consistent with the quality of workmanship, efficiency of operation, and the reasonable working capacities of normal operators.
- B. When a dispute arises regarding work standards or job requirements, the complaint shall be taken up with the immediate supervisor who will attempt to resolve it.
- C. After the supervisor has had reasonable time to consider the complaint, he shall give his answer within two (2) working days after being requested by the Union representative to do so.
- D. Failure to resolve the dispute will result in the complaint being processed through the grievance procedure.
- E. In the event the disputed job standard is resolved at some subsequent step in the grievance procedure, it shall be reduced to writing and signed by a representative of each party and the agreement shall be binding on both parties.

**CLEANING STANDARDS**

Regular classrooms	15	minutes per room or equivalent
Average kindergartens	30	minutes per room or equivalent
Corridors (3000 square feet)	34	minutes per room or equivalent
Stairways (each flight)	5	minutes per room or equivalent
Toilet rooms (average)	30	minutes per room or equivalent
Individual lavatories	12	minutes per room or equivalent
Locker rooms (high school)	28	minutes per room or equivalent
Shower rooms (each)	20	minutes per room or equivalent
Kitchens (serving area, service center)	25	minutes per room or equivalent
Eating areas (cafeteria)	120	minutes per room or equivalent
Eating areas (lunch rooms)	25	minutes per room or equivalent
Gymnasium (floor only)	24	minutes per room or equivalent
Multipurpose (includes balcony)	39	minutes per room or equivalent
Auditorium and stage (300 seats)	60	minutes per room or equivalent
Individual offices	12	minutes per room or equivalent
Clinic	12	minutes per room or equivalent
Individual rest rooms	12	minutes per room or equivalent

**ARTICLE 31**

**MISCELLANEOUS PROVISIONS**

**A. USE OF INTOXICANTS/ILLCIT DRUGS**

The use of intoxicating liquors during working hours, drinking alcoholic beverages on school property or being under the influence of intoxicants on school property or during working hours is strictly forbidden. Failure to comply with these regulations shall subject the employee to the penalty of indefinite suspension or dismissal from the employment of the Board of Education.

Board of Education employees are expected to conduct themselves in an exemplary manner at all times during working hours.

- B. Copies of this agreement shall be printed at the expense of the Board and presented to all members of the Union now employed or hereafter employed by the Board.
- C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms
- D. Posting of a vacancy may be waived by mutual consent of the Board and the Union.
- E. Union representation shall be provided (2 members) for the development of the school calendar.
- F. A work break of 15 minutes will be scheduled by the administration during each four (4) hour period.
- G. When additional Board paid help is needed for summer work, bargaining unit employees shall have first opportunity for these positions.
- H. Persons on job training programs shall not retain seniority beyond the number of months they were in the job training program after they cease to be on the program.
- I. To the best knowledge and belief of the parties, this contract contains no provisions which are contrary to Federal or state law or regulation. Should, however, any provision of this Agreement, at any time during its life, be in conflict with Federal or state law or regulation, then such provision shall continue in effect only to the extent permitted. In event of any provision of this Agreement thus being held inoperative, the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect.
- J. The Board will make available an unused space for office space that is mutually agreed upon.
- K. If an employee is required to use his/her own vehicle to perform His/her assigned duties, he/she shall receive a mileage allowance at the rate of current district rate, pursuant to Swartz Creek School Board Policy.
- L. Job vacancies will not be posted when school is not in session for the scheduled summer break. When possible, a job pool (selection) will be conducted before the opening of school to fill any vacancies which may have opened during this break.

## **ARTICLE 32**

### **TRANSPORTATION**

#### **A. PAID CATEGORIES**

1. Run - the actual daily path of travel from an approved bus facility school from the first pick-up point to a final delivery point during a normal time slot.
2. Paid shuttle - A shuttle is transporting students from one building to another building.

3. Skill Center
  - A. Paid each way students are transported.
  - B. Maximum when added to run shall not exceed a monetary value above that of ceiling level of 7 runs.
  - C. Skill Center may be dropped to pick up a run, if available.
  - D. The bus run from Swartz Creek Middle School to St. Mary's School shall be \$3.85 a run. The run will be filled by the highest ranking seniority driver with less than 7 runs who is available from 9:00 a.m., to 9:15 a.m., and who desires the position. This position will not be posted.
4. Emergency Time
  - a. Standby in case of possible need of driver or bus when not assigned to a regular run.
  - b. Completing the run of another driver due to a bus breakdown starting with the time he/she starts the emergency run to when he/she returns to the bus lot.
  - c. Breakdown or weather conditions beyond the normal time slot for those runs which exceed 15 minutes.
5. Extra Trip
  - a. Consist of athletic, field or community education activities.  
Coaches and/or other members of the athletic staff will be allowed the use of the van for practices, including scrimmages when 12 or less students are participating. All other transportation for athletic events will be provided by Swartz Creek bus drivers when 7 or more students are participating except for golf, bowling, and tennis which will be at the discretion of the employer.
  - b. If the driver returns home between the beginning and end of the trip, then payment will be made only for the time the driver is involved with the activity.
  - c. Employee shall be paid a minimum of \$10.00 for all activity runs which are canceled without at least two (2) hours notice to driver.
  - d. Extra trips will be picked among seniority drivers from a volunteer list on a rotating basis.
6. Training of new drivers - positions to be posted.
7. In-service training (the driver must attend to be paid)
  - a. Preschool meeting day
  - b. College sponsored classes
    1. 6 hours - Advanced drivers
    2. 16 hours - New drivers
  - c. Others may be called on days that students are not in attendance with the exception of periods when school is not in session.
8.
  - a. Summer driving shall be on volunteer basis from a sign-up sheet posted prior to the end of the school year.
  - b. Special education runs will be assigned to special education drivers on seniority basis.



## B. WORKING HOURS

1. Employees shall report for work allowing sufficient time for proper warm-up and preparation of their vehicles and to leave the parking area in time to meet their scheduled requirements.
2. Employees shall remain, after completing any run or trip, long enough to properly complete any operation details such as refueling, cleaning buses, closing windows, etc.

## C. RUN SELECTION

1. Prior to the start of each school year, a committee of the bus driver's negotiating team (3) and the transportation supervisor shall meet at the earliest possible date to determine bus runs and packages for the year. The Director of Personnel and the AFSC&ME staff representative shall serve in and ex-officio capacity to the committee.
2. Each driver, according to seniority, will be provided a choice of separate runs and shuttles prior to the start of each school year. Shuttles are not considered runs.

Those drivers on sick leave presenting a doctor's statement on the day of or prior to the day of choosing runs, that indicates the date they may return to work, will be allowed to choose runs. However, drivers who are on sick leave and who are not able to furnish a doctor's statement showing the date of return, shall not be allowed to choose runs until such time as they are physically able to resume their full duties as a bus driver.

3. In the event two or more persons are hired on the same day seniority ranking shall be determined by the last four digits of the employee's social security number. Lowest being first in seniority and continuing in ascending order.
4. Posting of bus schedules will be prior to start of school. Each driver will be notified as to the date to report for choosing of runs and shuttles. If a driver is unavailable, then another driver should be designated to make the choice.

A.M. secondary runs and P.M. secondary runs will be chosen individually, with the understanding that the P.M. secondary runs will be in the same district as the elementary shuttle/runs.

5. Drivers desiring to drop runs shall do so only at the following times:
  - a. Anytime during the year with a ten (10) day notice.
  - b. Regular drivers must be available and willing to take the dropped run if a driver desires to drop a part of his/her daily run schedule.
  - c. Elementary runs, K-5, are to be picked up only as a combination pick up and take home. P.M. K-5 may be dropped after school has started the same as included in (b) above.
6. If a driver drops an individual run after the start of school, then that driver will not be allowed to pick up additional runs in that time slot for the remainder of that year. Kindergarten runs, for the purpose of this article, shall be considered a separate time slot.
7. Individual runs which are dropped or additional runs added after the start of school will be picked up according to seniority on the rotating basis. If all drivers turn them down, then they will be assigned in available time slots in the reverse order of regular driver's seniority.
8. If a driver terminates his/her employment, then that full set of runs will be offered to a regular driver starting each time at the top of the seniority list.

Termination is defined as the resignation, discharge, retirement, or death of the employee.

9. Other openings will be filled by using the following procedure:
  - a. 7:00 a.m. and 2:00 p.m. runs will be filled with a regular driver, if available, if not, substitutes will be used.
  - b. 8:00 a.m., 3:30 p.m. and Kindergarten runs will be filled with seniority drivers, on a rotation basis, who have signed up on the subbing list.
  - c. If an employee receives an assignment on a subbing basis, that employee remains on those runs until the regular driver returns. If sub is sick, upon return the sub will go back to that position until regular driver returns.
  - d. The most senior driver will return to the top of the list when available.
  - e. No employee will be eligible for any subbing duties if the employee has not signed up on the subbing list.
  - f. Allow the most senior available driver from the school, from which a regular driver will be off for a long term approved absence, to receive the shuttles, provided connections can be made.
10. If runs are split or combined during the school year, those drivers whose runs are affected will have their choice according to seniority level.
11. Adjustments to runs, either equalization of students and/or miles, will be made as soon as practical but no later than the fourth Friday after the start of school.

#### D. BOARD APPROVED LEAVES

According to seniority, drivers will fill in during an extended leave or illness of over five (5) days and will keep that run until the regular assigned driver returns.

### ARTICLE 33

#### JOB DESCRIPTION

Position: BUS DRIVER

#### RESPONSIBILITIES:

- A. Will make preparations to drive bus according to time schedule and to follow this schedule under the direction of the Supervisor of Transportation.
- B. Will give proper care to the bus while in operation.
- C. Will make every attempt to transport riders in the safest manner possible using the utmost care at all times.
- D. Capable of working around children, and willing and able to cope with their handicaps or special problem where required.
- E. Qualifies as a bus driver under all laws and ordinances.
- F. To attend bus driver school, as required by the district.

#### QUALIFICATIONS:

- A. Capable of performing assigned duties.
- B. Good moral character and good health habits.
- C. Able to follow written directions.

- D. Capable of working around children.
- E. Maintain proper standards of dress and cleanliness.

#### DUTIES:

- A. To report for work at the bus lot and to be at the proper stations at the times set by the supervisor.
- B. To drive the assigned routes and pick up and return students at assigned places.
- C. To drive extra runs when assigned or needed.
- D. To sweep out interior of bus daily.
- E. To keep rear exterior of bus clean, including brake lights, flasher lights and lettering.
- F. To follow all rules and regulation set forth in the driver policy.
- G. To check bulletin board in the bus lounge daily.
- H. To report defective equipment and maintenance items in writing.
- I. To report problems concerning discipline of children while they are being transported on the bus, to fill out the appropriate forms, and send to the building principal, who in turn will resolve the problem. Drivers will not be expected to wait when a conference has been scheduled for more than fifteen (15) minutes after the scheduled starting time.

#### JOB DESCRIPTION

Position: GARAGE ASSISTANT

#### RESPONSIBILITIES

Is under the direct supervision of the Supervisor of Transportation or his/her designee.

#### QUALIFICATIONS:

- A. Capable of performing assigned duties.
- B. Good moral character
- C. Be agreeable and pleasant with others.

#### DUTIES:

- A. Wash, clean and wax vehicles.
- B. Change oil, lubricate, etc.
- C. Pump gasoline and check oil
- D. Check, repair and change tires
- E. Assist in minor vehicle repair
- F. General cleaning of the garage area
- G. Assist in emergency situations as designated by the Supervisor of Transportation.

#### CAFETERIA

##### A. CLASSIFICATION

1. Cook Manager - In charge of and works in an individual preparation kitchen (8 hours)
  2. Cook Assistant - Works in an individual kitchen
  - \*3. Server Satellite - Server of prepared food brought to their individual kitchens and other related duties.
  - \*4. Cashier - Collects and tallies money from the sale of lunches.
  5. Food & Mail - Transports food from preparation kitchens to the satellite kitchens and delivers mail from and to various school buildings and central office.
- \* These classifications shall receive the same hourly compensation effective July 1, 1983.

- B. Personnel acting as temporary manager will receive cook manager rate by seniority when serving in that capacity for one half day or more.
- C. School kitchens must have a representative from school cafeteria present when kitchen ovens, steam tables, refrigerator, utensils, dishwasher or disposals are used except for the refrigerator and utensils at the Mary Crapo building.
- D. If food needs to be taken care of on an inclement weather day, a minimum of two hours compensatory time shall be allowed.
- E. Any cook brought back into the building for extra curricular activities will receive time and one-half pay rate.
- F. If a reduction or increase in hours assigned to a specific position(s) becomes necessary, employees will be reduce/increased according to seniority within classification. If the position(s) affected are reduced/increased by more than thirty (30) minutes, employee may exercise his/her seniority to displace the least senior employee in the district within his/her job classification whose assignment is equal to, but not more than, his/her present position.
- G. Monthly meetings may be called by management on school time.
- H. Cafeteria employees shall be moved up to the next higher position during absences.

## JOB DESCRIPTION

Position: COOK MANAGER

### RESPONSIBILITIES:

- A. Responsible for the organization and overall direction of the individual kitchen. This includes the employees assigned to the kitchen.
- B. Is responsible to the Cafeteria Manager for the overall operation and to the building principal for day to day operational adjustments necessary to support the school program.

### QUALIFICATIONS:

- A. Capable of performing assigned duties.
- B. Good morale character.
- C. Able to follow written directions.
- D. Capable of working around children.
- E. Be agreeable and pleasant with others.

### DUTIES

- A. Assign jobs to other workers in the kitchen
- B. Assist in cooking and serving lunches as the job permits
- C. Upon receipt of menus, check storeroom and make out order for ensuing week.
- D. Be responsible for lunch and milk money, excluding Type A lunch program.
- E. Keep a daily report of participation by students and teachers.
- F. To give proper direction to cooks and to cooperate completely with the cafeteria manager and building principal.
- G. Responsible to attend all paid meetings called by the cafeteria manager.
- H. Responsible for clean up of kitchen after completion of meals.
- I. The cook manager shall report defective equipment and maintenance items in writing to the cafeteria manager. The Board shall supply requisition forms for needed equipment and supplies. The cafeteria manager will respond to such requests within a reasonable period.

## JOB DESCRIPTION

Position: COOK ASSISTANT

### RESPONSIBILITIES

Under the direction of the head cook of the building in which the employee works and/or the principal thereof.

### QUALIFICATIONS:

- A. Capable of performing assigned duties.
- B. Good moral character.
- C. Able to follow written directions.
- D. Capable of working around children.
- E. Be agreeable and pleasant with others.

### DUTIES:

- A. Report for work at regularly scheduled time and to work until assigned tasks are completed or the end of the shift.
- B. To carry out assignments of the head cook in preparation and serving of food.
- C. Help with all clean-up jobs.
- D. To work closely with other employees, to see that meals are properly prepared and served and to assist in maintaining a good food service operation.
- E. Collect money.

### CUSTODIAL AND MAINTENANCE

- A. Classification. All personnel classified in categories one (1) through five (5) are full time employees.

- Class 1 Skilled Trade
- Class 1A HVAC
- Class 2 Head Custodian (H.S. & M.S.)
- Class 3 Head Custodian (Ele.), Warehouse Operator, Pool Operator
- Class 4 Grounds/Maintenance
- Class 5 Custodian  
Media Technician
- Class 5A Laundry
- Class 6 Custodian (Part time)

- B. Custodial personnel shall be available at a building at the time designated by the building principal, but not more than one-half hour ahead of the scheduled starting time of activities. When a custodian is not requested to be available for a building activity, the head custodian will be notified of the facilities and equipment requested for use prior to the activity.
- C. The custodial and maintenance work day is eight (8) hours, five days a week, plus a half hour unpaid lunch period.
- D. The Board may hire up to three (3) part-time custodians (6 hrs/day).

- E. Part-time custodians shall be given the opportunity to work District-Wide and Building overtime only after overtime has been offered to full-time custodians.
- F. In the event a current custodian is displaced into a part-time position, the employee will not lose any current benefits.

### JOB DESCRIPTION

Position: SKILLED TRADE/MAINTENANCE

This classification is responsible for the maintenance and protection of school property, etc. He is directly responsible to the Director of Operations.

### QUALIFICATIONS

- A. Capable of performing assigned duties.
- B. Good moral character.
- C. Able to follow written directions.
- D. Capable of working around children.

### DUTIES:

- A. Assist and give necessary advice to all head custodians on their building maintenance, plumbing, carpentry, electrical and painting needs.
- B. Assist with any building maintenance and structural repairs which are within his capabilities.
- C. Assist in the repair of all mechanical devices, hardware, locks, closets, etc.
- D. Construction of shelving, partitions, etc., as determined by administrative staff.
- E. Assist in replacement of windows.
- F. Assist in the repair of all furniture.
- G. Outside work, such as maintenance of sewers, drains, bleachers, etc.
- H. Maintenance of all areas of athletic field as well as playground equipment.
- I. Replace a head custodian on an emergency basis when other grounds and maintenance people are unavailable.
- J. Perform other related duties as assigned within classification.

### JOB DESCRIPTION

Position: HVAC

This classification is responsible for overseeing the HVAC system district wide and other duties assigned by the Director of Operations.

### QUALIFICATIONS

- A. Capable of performing assigned duties.
- B. Good moral character.
- C. Able to follow written directions.
- D. Proper licensure of HVAC, maintenance, repair and installation.

## JOB DESCRIPTION

Position: HEAD CUSTODIAN

### RESPONSIBILITIES

- A. The head custodian will have general direction of and be directly responsible for the care, maintenance and protection of his building. He shall see that his building and grounds are maintained in satisfactory condition for school use. He is directly responsible for cleanliness, orderliness of the building and its equipment to the Supervisor of Maintenance in charge of buildings and grounds. He is also responsible to the building principal for day to day operational adjustments necessary to support the school program.
- B. The head custodian will have full charge of and be directly responsible for the condition, safety and proper operation of the mechanical plant, including all heating, ventilating, plumbing and electrical equipment.
- C. The head custodian, each morning, will inspect the building and see that it is ready for use, especially seeing that all entrance and exit doors and gates are in good working order and the heating plant is in working condition.
- D. The head custodian will attend, as directed, meetings of custodial personnel and inform his principal of his leaving the building and keep him informed of the nature of such meetings.

### QUALIFICATIONS:

A head custodian must relate well with others. He must have demonstrated he can get along well with his co-workers and his superiors and be able to meet others in a friendly, helpful manner. His appearance and manner with the public should reflect industriousness and helpfulness. He should see himself as a service officer of the school, one who makes a better educational program possible for children because he recognizes that the purpose of a cleaning and maintenance program is to provide a cheerful and healthful environment for students and teachers.

### DUTIES:

- A. Care and use of supplies and equipment:
  1. Storage of supplies:
    - a. Receive supplies
    - b. Place all supplies in proper storeroom
    - c. Responsible for having supplies available for custodian's closet
    - d. See that storage space is equipped with properly arranged shelves and bins to keep supplies in order
    - e. Notify central office of inferior grade of supplies.
  2. Equipment:
    - a. Keep a record of all equipment and be responsible for conditions, safety, and proper operation of all mechanical equipment, oiling and greasing properly at regular intervals.
    - b. Equipment such as vacuum, scrubber, etc. shall be cleaned and polished when not in use.
- B. Care of Grounds:
  1. Seed new lawns. Small areas around building will be seeded by the head custodian.
  2. Cut and water grass, maintain shrubs and landscaping directly associated with that building.
  3. Keep fenced areas secured when not in use.
  4. Fertilize area next to buildings as is necessary.
  5. See that paper, rubbish, stones and foreign matter are removed from school grounds DAILY.

- C. Playground and Equipment:
  - 1. Inspect playground equipment regularly to see that it is safe for children.
  - 2. Oil, repair, and otherwise maintain this equipment.
  - 3. Inspect playground surfaces daily to see that all injuries objects have been removed. Police area as necessary.
- D. Sidewalks and Parking Area
  - 1. Be directly responsible for cleanliness of sidewalks adjacent to building area. Report needed repairs.
  - 2. Remove grass and weeds from walk edges as necessary.
  - 3. Assure all steps to be free from ice and snow, mud and dust, and be usable and presentable at all times.
  - 4. Keep debris off parking areas.
- E. Heating and Ventilating:
  - 1. Keep the building at a constant, comfortable, healthful temperature when occupied.
    - a. Warm up the building each morning by the time it is occupied.
    - b. Eliminate all heat in very mild weather.
  - 2. Clean tubes or flues in boilers as needed.
  - 3. Keep pumps and motorized valves in working order. Oil or grease when needed.
  - 4. Boiler room - general condition - must be kept neat.
  - 5. Keep incinerator clean.
- F. Order supplies
- G. Prepare and clean multi-purpose room or cafeteria for lunch.
- H. Check schedule for night or weekend use; be sure a custodian is on duty.
- I. Check building on weekend for heating deficiencies, damage, possible vandalism, etc.
- J. Replace incandescent and fluorescent lights in and around the building.
- K. Inspect furniture, buildings, and repair if necessary.
- L. Supervise sanitary sewage disposal systems; repair when possible.
- M. Do cleaning, repair and maintenance work, as needed, in order to maintain continuity of operation of building.
- N. Perform other related duties in job responsibility areas as assigned by principal or designee.

## JOB DESCRIPTION

Position: WAREHOUSE OPERATOR

### RESPONSIBILITIES:

This classification is responsible for the operation of the warehouse. He/she is directly responsible to the Supervisor of Maintenance and the Cafeteria Manager.

### QUALIFICATIONS:

- A. Capable of performing assigned duties.
- B. Good moral character.
- C. Able to follow written directions.
- D. Capable of working around children.

### DUTIES:

- A. Receives all freight to fill cooks' and head custodians' orders and deliver to schools.
- B. Deliver Parcel Post and United Parcel orders to school offices for signature to prove verification of receipt.
- C. Transport mail from warehouse to administration building.
- D. Transport A.V. equipment for repairs.



- E. Make deliveries to the post office.
- F. Inventory supplies and food. Notify Supervisor of Maintenance and Cafeteria Manager of low stock conditions to be ordered.
- G. Date stamp and price all food items received
- H. Rotate food stock and clean warehouse
- I. Maintain sidewalks for warehouse and administration building; raise flag at both buildings.
- J. Make bank deposit for hot lunch money weekly.
- K. Perform other related duties in job responsibility areas as assigned by the Supervisor of Maintenance and the Cafeteria Manager.

## JOB DESCRIPTION

Position: POOL OPERATOR

### RESPONSIBILITIES:

The pool operator will have general supervision of and be directly responsible for the care, maintenance and protection of the pool area. He/she shall see that this area is maintained in satisfactory condition for school and community use. He/she is responsible for the cleanliness and orderliness of this area and the equipment involved. In addition, he/she is responsible to the head custodian to assist in the care and upkeep of other parts of the building.

### QUALIFICATIONS:

He/she must relate well with others and must have demonstrated he/she can get along well with co-workers and superiors and be able to meet others in a friendly, helpful manner. His/her appearance and manner with the public should reflect industriousness and helpfulness.

### DUTIES:

- A. Make all chemical tests of pool and make corrections to water condition as necessary.
- B. Do all maintenance work in the area of the natatorium.
- C. Do proper cleaning of the pool, deck, office area and balcony.
- D. Make arrangements for weekly testing by County Health Department.
- E. Backwash filters as necessary.
- F. Keep log of use on State forms.
- G. Requisition supplies as needed and store in proper area.
- H. Make weekend check of area as necessary.
  - I. Do repair and maintenance work, or cleaning in other parts of the building as necessary under the direction of the head custodian in order to maintain continuity of operation of the building. (This is done with the understanding that the first demands on time is in connection with the pool operation.)

## JOB DESCRIPTION

Position: GROUNDS AND MAINTENANCE

### RESPONSIBILITIES:

This classification is responsible for the care of grounds maintenance and protection of school property, delivery of supplies, etc. He/she is directly responsible to the Supervisor of Maintenance in charge of buildings and grounds or his/her designee.

## QUALIFICATIONS:

- A. Capable of performing assigned duties.
- B. Good moral character.
- C. Able to follow written directions.
- D. Capable of working around children.

## DUTIES:

- A. Operation of all grounds equipment.
- B. Grading, seeding, fertilizing, mowing, irrigation, etc. of all grounds.
- C. Outside work in general, such as maintenance of sewers, drains, painting bleachers, repair, etc.
- D. Assist in accepting deliveries and the distribution of such to all buildings.
- E. Operate snow removal equipment.
- F. Maintain athletic field, and assist in this area as directed.
- G. Cut weeds and remove grass from parking areas and along fences and around shrubbery as needed.
- H. Perform other related duties as assigned within job classification.

## JOB DESCRIPTION

Position: CUSTODIAN

## RESPONSIBILITIES:

Under the direction of the head custodian, is responsible for performing work required for the routine cleaning, upkeep, and/or operation of school building(s) assigned to their care.

## QUALIFICATIONS:

- A. Capable of performing assigned duties.
- B. Good moral character.
- C. Able to follow written directions.
- D. Capable of working around children.

## DUTIES:

- A. General care of rooms
  - 1. Sweep or vacuum rooms - daily - at the rate of four rooms per hour.
  - 2. Clean boards - daily
  - 3. Chalk rails - daily
  - 4. Empty baskets - daily - and as necessary during the day.
  - 5. Pencil sharpeners - daily
  - 6. Check windows - locked daily if missed by teacher.
  - 7. Sinks - clean daily
  - 8. Mop and scrub floors and other surfaces when time permits.
  - 9. Dust
- B. Corridors
  - 1. Floors - sweep daily - spot clean or damp mop as necessary.
  - 2. Entrance mats - mats and underneath
- C. Restrooms - clean, disinfect and service - daily
- D. Locker and shower rooms - clean, disinfect and service - daily
- E. Collect and dispose of waste paper and other materials - wash baskets when necessary

- F. Clean, renovate and renew floor surface finishes
- G. Operate heating plant and equipment as necessary in order to maintain continuity of operation of building
- H. Wash and clean light fixtures
- I. Lower flag.
- J. Police grounds as assigned by head custodian
- K. Secure building - lock doors, windows, etc.
- L. Move furniture, supplies and miscellaneous equipment as directed
- M. Work from ladders, scaffolding, etc.
- N. Assist head custodian to sweep or shovel snow from steps and walks at building entrances
- O. Evening Activities:
  - 1. Under direction of head custodian, set up and take down chairs, basketball baskets, etc.  
Custodian shall not be expected to maintain the same quality of work under such circumstances.
- P. Do repair and maintenance work, within skill level, as needed, in order to maintain continuity of operation of building.
- Q. Report other items of repair to head custodian
- R. Guard property against fire, theft, and illegal entry
- S. Make periodic inspection tours.
- T. Reduce heat at night or whenever building is unoccupied.
- U. Perform other necessary items of a similar nature in job responsibility as assigned by principal or designee

## JOB DESCRIPTION

Position: LAUNDRY - MIDDLE SCHOOL

### RESPONSIBILITIES:

Under the supervision of the head custodian, is responsible for performing the routine washing and drying, and sewing for the daily upkeep and operation of the middle school laundry.

### QUALIFICATIONS:

- A. Capable of performing assigned duties.
- B. Good moral character.
- C. Able to follow written instructions.
- D. Capable of working around children.

### DUTIES:

#### Wash and dry:

1. Swim suits and towels
2. Gym suits
3. Football and baseball uniforms
4. Kitchen towels from cafeteria
5. Make up baskets for girl' s locker room
6. Sew and repair uniforms, repair seams, replace zippers, replace old elastic as needed.

#### Wash Room:

1. Responsible for calling maintenance when machines break down.
2. Responsible for keeping laundry room mopped and clean.
3. Responsible for keeping laundry and waste baskets clean.

## JOB DESCRIPTION

Position: MEDIA TECHNICIAN

### QUALIFICATIONS:

- A. High school diploma
- B. Demonstrate aptitude for the work to be performed
- C. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

### REPORTS TO:

Middle School Librarian and Assistant Superintendent for Instruction.

### JOB GOAL

To help each student obtain maximum benefit from the educational program by diversifying as fully as possible the kinds of educational materials used.

### PERFORMANCE RESPONSIBILITIES:

- A. Promotes the use of media instructional material throughout the district.
- B. Organizes the storage and handling of media materials for conveniences, availability and effective use.
- C. Keeps administrators informed of the needs and services relating to the media program
- D. Acts as one of the resource persons in matters concerning media equipment and materials, and their use in the school instructional program.
- E. Trains teachers and aides in the care and operation of equipment.
- F. Recruits, trains, and schedules students to assume an active role in the technical aspects of media production and supervises their work.
- G. Coordinates with the librarian the procurement of media materials and equipment.
- H. Exercises general supervision over the scheduling of materials for classroom use.
- I. Provides facilities and assistance in the production of simple media materials.
- J. Conducts inservice workshops in the use of media materials to promote mulitmedia instruction.
- K. Maintains and repairs equipment.
- L. Conducts periodic inventories of equipment and materials
- M. Arranges for graphic productions and displays
- N. Provides facilities and assistance for photographic production.
- O. Is responsible for the operation of Middle School audio-visual department under supervision of the librarian.

### EDUCATIONAL AIDES

- A. If more hours of work are approved by the Director of Personnel in an individual school, with the permission of the principal, aides may have a chance to work longer hours.
- B. When a substitute is needed for a secretary, an aide in that school may substitute. Educational aides substituting for a secretary at the request of the building principal shall be paid at the rate of the zero step salary of the person for whom they are substituting.
- C. Volunteers, co-op and student assistants shall not be used to displace aides from existing positions when there are Union employees on lay-off.

- D. The Board and the Union recognize that the guidelines adopted by the State Board of Education regarding utilization of non-certified persons in elementary and secondary schools are appropriate and reasonable and mutually pledge two work within the framework of the guidelines.
- E. The principal shall make every effort to assure educational aides of a reasonable number of students on the playground, alternate to suspension and study hall at one time.
- F. A clothing allowance of \$40 each year shall be paid each aide who is working outside as of October 15. No allowance shall be made for those hired after October 15 each year.

### JOB DESCRIPTION

Position: EDUCATIONAL AIDE

- A. Capable of performing assigned duties.
- B. Good moral character and good health habits.
- C. Able to follow written directions.
- D. Capable of working around children.
- E. Maintain proper standards of dress and cleanliness.
- F. Possess knowledge of basic first aid.
- G. Such alternatives to the above as the Board finds appropriate and acceptable.

### REPORTS TO

Assigned building principal and/or designee.

### JOB GOAL:

To assist the staff in the development of the school as the center for enriching the educational, social and recreational life of the students so they may become contributing citizens to democracy.

### DUTIES:

- A. Playground supervision
- B. Cafeteria supervision
- C. Library
- D. Hall monitoring
- E. Bus loading and unloading supervision in cooperation with teachers.
- F. Student health care assistant.
- G. Chaperone duties in and out of school where applicable.
- H. Preview films, filmstrips, records, etc. (High School and Middle School)
- I. Assist in lavatory monitoring.
- J. Help prepare teacher needed supplies.
- K. Cover classroom in emergency for limited periods of time
- L. Count milk and hot lunch money
- M. Such other related duties within job classification as may be assigned by the building principal or his/her designee.

## JOB DESCRIPTION

Position: ATTENDANCE CLERK AIDE

### QUALIFICATIONS:

- A. High School diploma
- B. Able to work effectively with students
- C. Able to operate office machines and ability to type.

### REPORTS TO:

Assigned building principal and/or designee

### DUTIES:

- A. Post hourly attendance from slips received from each teacher.
- B. Take telephone calls from parents reporting absences.
- C. Maintain record of excused absences.
- D. Call parents to notify them of absences and for explanation of absences.
- E. Type absence list and distribute to teachers.
- F. Maintain student attendance file.
- G. Issue correction forms and building permits.
- H. File attendance and activate automatic calling system.
- I. Record class changes on class schedule cards and update medical information.
- J. Operate computer.
- K. Run attendance reports
- L. Posting at the end of the day.
- M. Such other related duties within job classification as may be assigned by the building Principal or his/her designee.

## CAREER RESOURCE CENTER AIDE

### JOB DESCRIPTION

To assist the staff in the development of the school as the center for enriching the educational, social and recreational life of the students so they may become contributing citizens to democracy.

### QUALIFICATIONS:

- A. High School diploma
- B. Typing ability
- C. Able to operate standard office machines
- D. Able to relate well to students and staff
- E. Have own transportation

## VOC/CAREER EDUCATIONAL COORDINATOR

### DUTIES:

- A. Review and order career education materials.
- B. Organize and file materials.
- C. Assist and work with students and staff

- D. Operate ECES and MOIS systems
- E. Assist Placement Coordinator delivering employment and coping skills
- F. Deliver decision making and Career Guidance instruction modules.
- G. Attend meetings and workshops as necessary.
- H. Prepare materials for employment skills.
- I. Operate computer.
- J. Such other related duties within job classification assigned by career placement coordinator.

### JOB DESCRIPTION

Position: LIBRARY AIDE

#### QUALIFICATIONS:

- A. High school diploma
- B. Able to work effectively with students
- C. Ability to type
- D. Willingness to take at least two classes in library work
  - 1. Library skills
  - 2. A.V. materials

#### REPORTS TO:

Principal or Librarian

#### DUTIES:

- A. Control work flow
- B. Coordinate processing of materials
- C. Maintain card catalog and shelf list
- D. Control circulation materials
- E. Retrieve overdue material
- F. Perform simple repairs on print and non-print materials
- G. Assist teachers in curriculum materials
- H. Take inventory
- I. Check in orders
- J. File correspondence, catalogs and miscellaneous records.
- K. Handle and disperse incoming and outgoing mail.
- L. Stamp, paste and label materials for circulation.
- M. Schedule use of equipment.
- N. Such other related duties within job classification as may be assigned by the principal and/or librarian.
- O. Preview films, filmstrips, records, etc.

### COPY ROOM TECHNICIAN

#### QUALIFICATIONS:

- A. High school diploma or equivalent
- B. Experience in public contact work preferred
- C. Experience in use of copy machines and other office equipment.
- D. Able to follow written and oral directions

- E. Demonstrates skills in secretarial responsibilities of organizing, filing, typing and reporting.
- F. Ability to train and supervise co-op students and substitutes.
- G. Ability to perform minor maintenance and repairs of machines and report major problems to proper personnel.

REPORTS TO:

Assistant Superintendent for Personnel Services

JOB GOAL:

To complete necessary copying of submitted materials on a district wide basis, in a timely manner, to facilitate the education of students and provide information to staff and other school related persons.

PERFORMANCE RESPONSIBILITIES:

- A. Organize, date, file and record copy requests.
- B. Complete copying of materials in a timely fashion and return to requester.
- C. Inventory and order necessary supplies in order to assure continuity of operations.
- D. Clean, maintain, and repair copy room machines. Report necessary major repairs in a timely manner.
- E. Train Co-op students and others in the care and use of equipment. Supervise and evaluate students as necessary.
- F. Organize pertinent data into usable form for reporting purposes.
- G. Sort and route mail, postal and inter-school
- H. Stamp outgoing postal mail. Maintain stamp machine postage at a minimum of \$300.00.
- I. Deliver U.S. mail to post office at end of work day.
- J. Schedule and arrange all copy room materials for the efficient flow of production in a timely manner.
- K. Other job related duties as assigned by supervisor or designee.

SECRETARIES

A. SECRETARIAL AND CLERICAL CLASSIFICATIONS

Level I     Coordinator of Warehouse  
                  Director of Community Education's Secretary  
                  High School Principal's Secretary  
                  Middle School Principal's Secretary  
                  Elementary School Principal's Secretary  
                  Supervisor of Special Education's Secretary  
                  Supervisor of Maintenance's Secretary  
                  Supervisor of Transportation's Secretary  
                  Child Development Center Secretary  
                  Technology Coordinator or Student Record Data Base Secretary

Level II    Assistant High School Principal's Secretary  
                  Assistant Middle School Principal's Secretary  
                  High School Guidance Secretary  
                  Middle School Guidance Secretary  
                  Athletic Director's Secretary  
                  Receptionist/Switchboard  
                  Secretarial Assistant  
                  Coordinator of Indian Education's Secretary



## B. WORK DAY

The secretarial work day is eight (8) hours including the lunch period, if such lunch period is spent at the school. It is understood that under this plan, the secretary is on call during the lunch period in emergencies. (If the secretary desires and is authorized by building principal to regularly leave the building for this lunch period, she will be expected to extend her work day by the amount of time she is away from the building). The administration will make every effort, within reason, to ensure a duty free lunch period of at least 30 minutes. The Board may hire up to two (2) part-time secretaries. In the event a current secretary is displaced into a part-time position, the employee will not lose any current benefits.

## C. STATE CONVENTION

Eligible secretaries will be authorized to attend one (1) day of any State convention and will be paid if they attend. The number of secretaries permitted to attend the State Convention will be determined by the administration in relationship to funds available and equalized throughout all secretaries including administrative secretaries. Secretaries attending the convention shall have all pre-registration costs (meals, lodging, fees, etc., excluding membership fees) paid and shall receive school mileage rate for mileage. This shall be offered on a rotating basis to all secretaries in the bargaining unit. Secretaries who do not care to attend the State Convention will be expected to work as usual.

## JOB DESCRIPTION

Position: SECRETARY TO ADMINISTRATIVE PERSONNEL

### QUALIFICATIONS:

- A. A reasonable degree of proficiency in typing and dictation.
- B. Working knowledge of basic office procedures and the operation of common office equipment and machines.
- C. Pleasant personality and the ability to relate well with people.
- D. Such other alternatives as the Board may find appropriate and acceptable.

### REPORTS TO:

Individual administrator to whom assigned.

### DIRECTS:

Other secretaries as applicable, co-op students, office clerks and others as assigned.

### JOB GOALS:

To assist and relieve administrative supervisor of paper work and impediments so that he/she may devote maximum attention to the central problems of education and educational administration. To assure the smooth and efficient operation of the school office so that the office's maximum positive impact on the education of children can be realized.

#### PERFORMANCE RESPONSIBILITIES:

- A. Takes and transcribes dictation of various types if applicable.
- B. Types correspondence, reports, notices and recommendations.
- C. Obtains, gathers and organizes pertinent data as needed and puts it into usable form.
- D. Maintains a regular filing system, as well as a set of locked confidential files, and processes incoming correspondence as instructed.
- E. Places and receives telephone calls and records messages
- F. Orders and maintains supplies as needed.
- G. Performs any bookkeeping tasks associated with the specific position.
- H. Maintains a schedule of appointments and makes arrangements for conferences and interviews.
- I. Welcomes visitors and arranges for their comfort.
- J. Maintains such records as shall be required.
- K. Assists teachers in preparing instructional materials, time permitting
- L. Performs such other tasks as may be assigned by supervisor within job classification.

#### JOB DESCRIPTION - CHILD DEVELOPMENT ASSISTANT

##### PURPOSE

To plan, supervise, and implement a child care program in accordance with the policies and philosophy of the Child Development Center.

##### QUALIFICATIONS:

The Child Development Assistants shall be persons of good character and have demonstrated aptitude for performing the tasks listed. The person shall have training and/or experience in Early Childhood Development and will be responsible for the education and care of children. The person must be able to relate well to children and adults. Must be eighteen years of age and have an Associates Degree in Child Development or related field, or demonstrated experience working with children. Training in First Aid and CPR required within 90 days of hire.

##### RESPONSIBILITIES:

- 1. Planning curriculum goals for children based on assessment of individual needs and interest.
- 2. Is responsible for activity planning for developmentally appropriate program, which must be turned in weekly.
- 3. To use appropriate and positive discipline, per board of Education Policy #4116.1P.  
To train staff so discipline is consistent with Swartz Creek Community Schools' Child Development Center.
- 4. Modifying the environment for children with special needs.
- 5. Providing a variety of developmentally appropriate activities and materials which emphasize concrete experiential learning and promote children's social, emotional, physical, language and cognitive development and allowing time for children to select their own activities during the day.
- 6. Conducting smooth and unregimented transitions between activities.
- 7. Being flexible to change planned or routine activities according to the needs or interests of the children or to cope with unforeseen circumstances.
- 8. To keep staff informed of program goals and developments, both with children, parents.
- 9. Being available and responsible to the children; encouraging them to verbalize experiences, ideas, and feelings; listening to them with attention and respect, and assisting them to be comfortable, relaxed, happy and involved.
- 10. Treating children equally.

11. Fostering independence and cooperation among children.
12. Using positive techniques of guidance when setting limits for children.
13. Being alert to the health of each child and recording and reporting medical problems and accidents.
14. Ensuring that all children are supervised at all times.
15. Helping the children dress themselves for outdoor activities.
16. Assisting in keeping the indoor and outdoor environments and equipment safe and clean.
17. Clearly defining activity areas by special arrangement and arranging the space for children to facilitate a variety of activities.
18. Making age appropriate materials and equipment of sufficient quantity, variety and durability readily accessible to children to promote independent use by children.
19. Oversee the arrival and departure of children.
20. Providing spaces for children to store their personal belongings.
21. Assisting in serving snacks and meals to children and promoting good nutrition habits during mealtimes.
22. Appropriately storing food children bring from home.
23. Assisting in explaining the center to visitors.
24. Assisting with the ordering and managing of equipment, materials, and supplies.
25. Compiling individual descriptions of children's development.
26. Attending all staff meetings.
27. Receiving first aid and CPR training and participating in conferences, seminars workshops and other aspects of professional growth.
28. Being familiar with evacuation routes and emergency procedures.
29. Work together on changes to better program.
30. Maintain equipment upon leaving room, gym or playground.
31. Interacting frequently with the children; expressing affection toward the children and conversing with children in a friendly, positive, courteous manner.
32. Perform such other job related duties as may be assigned.

## JOB DESCRIPTION - CAREGIVER I

### PURPOSE:

To provide a warm, nurturing, safe and loving environment where self concepts are enhanced, independence encouraged and individually respected.

### QUALIFICATIONS:

Must be 18 years of age or older and have a high school diploma or equivalent. Shall be of good character and have demonstrated aptitude for performing listed tasks. Must be able to relate well to children and adults. Training in First Aid and CPR required within 90 days of hire.

### RESPONSIBILITIES:

1. Is responsible for main communication line with parents.
2. Is responsible for activity planning for developmentally appropriate program, which must be turned in weekly.
3. To use appropriate and positive discipline, per Board of Education Policy #4116.1P. Is responsible for upkeep, cleanliness, decorations, etc., to keep classroom looking good with assistance from other caregivers.
4. To use children's nap time productively for both Caregiver I and II (i.e., make games, comfort children, decorate room, plan activities.)

5. To attend all functions at the Center i.e., open houses, staff meetings. Participate in conferences, seminars, workshops and other aspects of professional growth is encouraged.
6. To record incident and accident reports.
7. Assist in informing staff, children and parents of program goals and developments.
8. Interacting frequently with the children; expressing affection toward the children, and conversing in a friendly, positive courteous manner.
9. Being available and responsive to the children. Encouraging them to verbalize experiences, ideas and feelings. Listening to them with attention and respect; and assisting them to be comfortable, relaxed, happy and involved.
10. Treating children equally.
11. Fostering independence and cooperation among children.
12. Ensuring that all children are supervised at all times.
13. Helping the children dress themselves for outdoor activities.
14. Oversee the arrival and departure of children.
15. Assisting in serving snacks and meals to children and promoting good food nutrition habits during meal times.
16. Appropriately storing food children bring from home.
17. Being familiar with evacuation routes and emergency procedures for the building.
18. Taking care of equipment upon leaving room, gym, and playground.
19. Assisting in planning and preparing the learning environment, setting up interest centers, and preparing needed materials and supplies.
20. Assisting in developing a program that meets emotional, physical, intellectual and social needs of both the individual and group.
21. To perform such other job related duties as may be assigned.

## JOB DESCRIPTION - CAREGIVER II

### PURPOSE

To assist in providing a warm and nurturing environment in which children can grow physically, emotionally and intellectually.

### QUALIFICATIONS

The person must be able to relate well to children and adults. Must be eighteen years of age and have a high school diploma or equivalent. Training in First Aid and CPR required within 90 days of hire.

### RESPONSIBILITIES:

1. Provide children with a safe, loving and nurturing environment.
2. Keep classrooms and facilities neat and decorated.
3. To use appropriate and positive discipline, per Board of Education policy #4116.1P.
4. Assist in activity planning
5. Use nap time to clean, make games, etc. as directed by Child Development Leader or Caregiver I.
6. Attends all functions at the Center, open houses, staff meetings, etc.
7. To record incident and accident reports.

8. Assist in informing staff, children, parents and administration of program goals and developments.
9. Interact with children; expressing affection toward the children, and conversing in a friendly, positive courteous manner.
10. Available and responsive to children. Encouraging them to verbalize experiences, ideas and feelings. Listening to them with attention and respect; and assisting them to be comfortable , relaxed, happy and involved.
11. Treat children equally.
12. Foster independence and cooperation among children.
13. Ensure that all children are supervised at all times.
14. Help children dress themselves for outdoor activities.
15. Oversee the arrival and departure of children.
16. Assist in serving snacks and meals to children and promote good nutrition habits during mealtimes.
17. Store food children bring from home appropriately.
18. Be familiar with evacuation routes and emergency procedures for the building.
19. Take care of equipment upon leaving classroom, gym, and playground.
20. Perform such other job related duties as may be assigned.

**Article 34**  
Termination and Modification

Change present language to:

Section 1. This agreement shall continue in full force and effect until the first (1<sup>st</sup>) day of July 2012.

Section 2. In the event either party wishes to terminate this Agreement, modify or amend any Section or clause hereof, then notice to the effect shall be given in writing to the other party no less than sixty (60) days prior to the termination date of this Agreement. The modification or amendment of any specific Section or clause shall not affect the remainder of this Agreement.

Section 3. If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year after June 30, 2012.

<u>John A. Kralibach</u>	<u>4-15-10</u>
Board President	Date
<u>J. R. [Signature]</u>	<u>4-13-10</u>
Superintendent	Date
<u>[Signature]</u>	<u>4/13/10</u>
Chief Negotiator	Date

<u>Nina Oakes</u>	<u>3-30-10</u>
AFSCME Chief Negotiator	Date
<u>Jacquita McCoy</u>	<u>4-12-10</u>
AFSCME Staff Representative	Date
<u>Chris W. King</u>	<u>3/30/10</u>
AFSCME President	Date
<u>Deane Blidden</u>	<u>3/30/10</u>
Member	Date
<u>Phyllis Winkler</u>	<u>3/30/10</u>
Member	Date
<u>Judy Pearson</u>	<u>3-30-10</u>
Member	Date

\_\_\_\_\_  
Member Date

\_\_\_\_\_  
Member Date

\_\_\_\_\_  
Member Date

## ARTICLE 35

### OTHER PROVISIONS

November 12, 1998

- I. The following employees who have been working in a position outside the AFSC&ME bargaining unit will not lose their accumulated unit seniority as a result of the new language agreed to in Article 12, Transfers, Section 6, which states in part, “At the completion of their probationary period all seniority rights in the bargaining unit shall be terminated.”

1. Carrie Owen - Payroll Clerk

This agreement is entered into without precedence or prejudice to either party.

- II. W.T.A.

Each year of the contract, AFSC&ME and the Board Agent will sign the agreement that eligible students may work in the W.T.A. program. Details surrounding this learning, training, and teaching experience will be worked out with the affected bargaining unit members each summer.

- III. DRUG FREE SCHOOLS

“The Swartz Creek Board of Education and AFSC&ME Local 3524 are concerned with the well-being of the employees and the need to maintain employee productivity and the successful accomplishment of providing education and support to the students of the Swartz Creek Community schools. Moreover, the Board of Education and AFSC&ME Local 3524 recognize that employees serve as role models to students. Substance abuse by employees constitutes a grave threat to their physical and mental well-being, significantly impedes their work objectives and job performance, and is a detriment to their effectiveness as a positive role model. Accordingly, it is the policy of the Board of Education to implement a drug prevention program and to prohibit the unlawful possession, use, distribution being under the influence of illicit drugs and alcohol by all employees on school premises or as part of any school business, activity or function pursuant to Public Law 101-226, other wise known as the Drug-Free Schools and Communities Act Amendments of 1989, 20 USC S 3171 et seq., and its promulgated regulation, 34 CFR Part 86. Board Policy 4116.3P.”

#### IV. USE OF BARGAINING UNIT MEMBERS FOR SUMMER WORK

This Agreement is entered into January 28, 1997, by and between Swartz Creek Community Schools (Employer) and AFSC&ME, Local 3524 (Union).

Employer and Union agree as follows:

1. American Arbitration Case No. 54 390 00717 96 and the grievance to which it pertains are hereby settled and dismissed. Employer and Union shall equally share all fees of the arbitrator.
2. The Employer shall have discretion to determine whether to use substitutes for absent bargaining unit members in the summer and to determine whether additional Board paid help is needed for summer work normally performed by bargaining unit members. In the event substitutes or additional Board paid help are used:
  - (a) Five (5) such positions will be reserved for bargaining unit members who have previously expressed a desire to work that summer.
  - (b) Such positions will be offered to non bargaining unit members who are not working in such positions who have previously expressed a desire to work that summer decline offers to work in such positions or cannot be contacted when the positions are offered.
  - (c) The Employer will have the discretion, using prior experience, seniority and qualifications, to select which bargaining unit members should be retained for such positions. Union agrees that the Employer's selection decision will not be grieved unless it is arbitrary and capricious and clearly an abuse of discretion.
3. Bargaining unit members employed in such positions shall be paid at the substitute rate.
4. This Agreement shall not be construed to limit the Employer's rights under Article V, subsection E-7, of the collective bargaining agreement between Employer and Union.

#### V. GRIEVANCE PROCEDURE

It is my understanding that the parties agreed to insert in the grievance steps, a meeting between Board representatives and AFSC&ME Council and Local representatives and the grievant in an effort to resolve grievances prior to a Board hearing.

Further, it was agreed that this meeting would take place within ten (10) days of the previous step in the process.

For example:

Step 3 (C)

"If not satisfied with the disposition at the step above; the grievant and the Union representatives, Council and Local will, within ten days, meet with the Assistant Superintendent of Personnel, or designee, to mutually resolve the grievance. The Assistant Superintendent of Personnel will communicate the disposition of said grievance in writing to all parties within ten days of said meeting."



## ADDENDUM A

ADDENDUM A

Employer: Swartz Creek Community Schools  
Division Number: P20341-0000

HealthPlus Insurance Company



*The Plus makes all the difference.*

**Schedule of Benefits**  
**PPO Enhanced Plan # 2A**

**Optional Riders:** *If YES, you have coverage for the services indicated. See attached Rider for coverage details.*

- |                                   |            |                             |
|-----------------------------------|------------|-----------------------------|
| • Chiropractic:                   | <b>YES</b> | <b>Rider Name: CHIR0038</b> |
| • Hearing Aid:                    | <b>YES</b> | <b>Rider Name: HEAR50</b>   |
| • Home Health Private Duty Nurse: | <b>YES</b> | <b>Rider Name: PRVDTY50</b> |
| • Prescription Drugs:             | <b>YES</b> | <b>Rider Name: QP051020</b> |

**Family Continuation Rider:** *(See section 3.2 of Certificate of Coverage for complete Dependent Child coverage details).*

- **YES:** See Rider FM for Dependent Child coverage details.

**General Information**

**Read this Schedule of Benefits along with the Certificate of Coverage and any optional Riders for complete information about your coverage. Words in *italics* below are defined in the Certificate of Coverage.**

This *Schedule of Benefits* explains Member financial responsibility for HealthPlus Insurance Company (HPI) *Preferred Provider Organization (PPO)* health care benefits. *Deductibles, Out-of-Pocket Maximum, Coinsurance and Copayments for Covered Services* are shown for both *In-Network* and *Out-of-Network Covered Services* on the chart following this general information page. The *In-Network Deductible, Coinsurance, and Out-of-Pocket Maximum* apply when you receive Covered Services from *HealthPlus Preferred Providers*. The *Out-of-Network Deductible, Coinsurance, and Out-of-Pocket Maximum* apply when you receive services from *Non-Preferred Providers*. *(Note: When the cost of a Covered Service from a Non-Preferred Provider is more than the HealthPlus Allowed Amount for that service, it is called an Excess Charge; Members are always responsible for Excess Charges billed by Non-Preferred Providers.)*

For Covered Services subject to the Deductible, you are responsible for paying the Deductible before HealthPlus Insurance will start to pay benefits for those Covered Services. After the Deductible is met, you are responsible for the Member percent Coinsurance until the Out-of-Pocket-Maximum is met. When a Member meets the "Member" Deductible, Coinsurance will apply to Covered Services for that Member. Two or more Members of a family must meet a "Family" Deductible; Coinsurance will then apply to Covered Services for all Members of the Family. Deductibles, Out-of-Pocket Maximums and service limits are based on the **benefit year** shown on the welcome letter at the front of the Benefit Guide. The chart on the following pages indicates which services are subject to the Out-of-Network Deductible. There is no Deductible for Covered Services provided by In-Network Providers.

The Deductible does not apply to certain **In-Network** services including Preventive Services, Physician Office and Home Visits, Outpatient Mental Health and Substance Abuse Visits, Emergency Room and Urgent Care Services. It also does not apply to services available by Rider including Chiropractic Visits, Prescription Drugs, Hearing Aid Services, and Private Duty Home Health Nursing Services. The Member is always responsible for Copayments for these services and the Copayments do not apply to the Out-of-Pocket Maximum.

**The Member is responsible for obtaining required *Prior Authorizations* from HealthPlus or its designee for specific Covered Services.** The back of your ID card lists phone numbers to call for Prior Authorization. An asterisk (\*) on the following chart indicates which Covered Services require Prior Authorization. **If the Member does not obtain the required Prior Authorization, the Member may be responsible for the entire cost of the service.** Medically Necessary Hospital inpatient and outpatient Covered Services that require Prior Authorization but for which no Prior Authorization was obtained will include up to a **\$500 penalty** to be paid by the Member. Penalty charges do not apply to the Deductible or the Out-of-Pocket Maximum. **See section VII of your Certificate of Coverage for Prior Authorization requirements.**

For complete details on service limits and/or exclusions, see **sections VIII and IX of the Certificate of Coverage.**

Employer: Swartz Creek Community Schools  
 Division Number: P20341-0000

HealthPlus Insurance Company

Item	Member Responsibility In-Network (Preferred Providers)	Member Responsibility Out-of-Network (Non-Preferred Providers)
<b>Deductible</b> Deductible applies to Out-of-Pocket Maximum	\$200 per Member per benefit year or \$400 per Family per benefit year	\$400 per Member per benefit year or \$800 per Family per benefit year
<b>Coinsurance</b>	Member pays: 0% Plan pays: 100%	Member pays: 20% of Allowed Amount plus any Excess Charges billed by provider Plan pays: 80% of Allowed Amount
<b>Out-of-Pocket Maximum</b> The following do not apply to Deductible or the Out-of-Pocket Maximum: flat dollar Copayments, % Coinsurance for infertility services, Penalty payments, payments for Excess Charges, payments for Non-Covered Services, payments for Covered Services without proper Prior Authorizations, and flat dollar or percent Copayments for any optional services covered by Rider only.	\$200 per Member per benefit year or \$400 per Family per benefit year  After the Member or Family Out-of-Pocket Maximum is reached, HPI will pay for all Covered Services for the Member and/or Family.  Payments that do not apply to the Deductible and/or the Out-of-Pocket Maximum will remain the responsibility of the Member.	\$1,200 per Member per benefit year or \$2,400 per Family per benefit year
<b>Lifetime Maximum Benefits</b>	\$5,000,000 per Member (In and Out-of-Network). Additionally, each Transplant Type has a \$1,000,000 per Member limit.	
<b>IMMUNIZATIONS and PREVENTIVE SERVICES</b> <i>Deductible does not apply to In-Network services listed unless noted below.</i> <span style="float: right;">No 7</span>		
Childhood Immunizations through age 18 for prevention of diphtheria, tetanus, pertussis, polio, measles, mumps and rubella, chickenpox, hemophilus influenza type b, hepatitis B, pneumonia, bacterial meningitis, influenza. (See list of covered immunizations and recommended dose and age range in Member Handbook)	Immunizations Covered at 100% Office Visit Copay may apply	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Adult Immunizations: • Influenza vaccine (annually) • Pneumonia vaccine (at age 65 or if Medically Necessary) • Tetanus/Diphtheria	Immunizations Covered at 100% Office Visit Copay may apply	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Other Immunizations (if not specifically excluded from coverage)	Covered at 100% after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Adult Routine Health Maintenance Exam <i>one per benefit year</i>	Covered at 100% after Office Visit Copay	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Adult Well-Woman Gynecological Exam <i>one per benefit year</i>	Covered at 100% after Office Visit Copay	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Well-Baby and Well Child Care Visits: 6 Visits per benefit year through age 23 months. 2 Visits per benefit year ages 24 through 47 months 1 Visit per benefit year ages 4 -17 years	Covered at 100% after Office Visit Copay	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Childhood Screenings: Lead testing —infants/early childhood Urinalysis—once at age 5 and once between age 11-17 Hemoglobin/Hemocrit—one before age 1; once between age 11-17	Labs Covered at 100% Office Visit Copay may apply	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Chlamydia Screening —available for women age 16-25; one per benefit year	Labs Covered at 100% Office Visit Copay may apply	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Cervical Cancer screening Pap Smear — 1 per benefit year for women age 18 or older	Labs and Pathology Services Covered at 100%. Office Visit Copay may apply	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges

**Employer: Swartz Creek Community Schools**  
**Division Number: P20341-0000**

**HealthPlus Insurance Company**

Breast Cancer Screening Mammogram — <i>baseline for women ages 35 - 40; one per benefit year for women age 40 or older</i>	Mammogram Covered at 100% Office Visit Copay may apply	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
<b>IMMUNIZATIONS and PREVENTIVE SERVICES CONT'D</b>		
Colorectal Cancer screening beginning at 50: • Fecal occult blood Test ( <i>one per benefit year</i> ) • Sigmoidoscopy ( <i>one every 5 years</i> ) OR • Double contrast barium enema ( <i>one every 5 years</i> ) OR • Colonoscopy ( <i>one every 10 years</i> )	Labs and tests Covered at 100% Office Visit Copay may apply	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Cholesterol Screening beginning at age 20; <i>one every 5 years</i>	Labs Covered at 100% Office Visit Copay may apply	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Diabetes Screening beginning at age 45; <i>one every 3 years</i>	Labs Covered at 100% Office Visit Copay may apply	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Prostate Cancer Screening; Routine PSA test beginning at age 45; <i>one per benefit year for men</i>	Labs Covered at 100% Office Visit Copay may apply	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
<b>PHYSICIAN and PROFESSIONAL SERVICES</b> <i>Deductible does not apply to office or home visits by physician</i>		
Office and Home Visits for illness or injury or by Primary Care Physicians (General or Family Practitioner, Internist, Pediatrician, or Osteopath)	\$5 Copay per Visit	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Specialist Office or Home Visit for illness or injury (all other physician specialties)	\$5 Copay per Visit	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Inpatient or Outpatient Visits and/or Consultations	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Surgical Services and Anesthesiology Services provided by a Physician or Specialist Physician	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
All other Physician services provided for diagnosis or treatment of illness or injury including those associated with Emergency Health Services.	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
All other professional Practitioner services including those associated with Emergency Health Services	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
<b>EMERGENCY HEALTH SERVICES</b> <i>Deductible does not apply to hospital emergency room or urgent care visits</i>		
Emergency Department Visits <i>Hospital ER Copay waived if Member is admitted to the hospital</i>	\$25 Copay per Visit	Member pays In-Network Copay plus any Excess Charges
Emergency Department Physician/Other Practitioner Services in Hospital Emergency Department, including follow-up care after emergency has ended	Member pays \$0 after Deductible is met	In-Network Deductible and Coinsurance apply
Freestanding Emergency Center or Urgent Care Center Visits	\$10 Copay per Visit	Member pays In-Network Copay plus any Excess Charges
Ambulance Services	Member pays \$0 after Deductible is met	In-Network Deductible and Coinsurance apply

Employer: Swartz Creek Community Schools  
 Division Number: P20341-0000

HealthPlus Insurance Company

LABORATORY AND DIAGNOSTIC SERVICES		
*Imaging services such as MRI, CAT scan, and PET scans require Prior Authorization from HPI or its designee, please see Certificate of Coverage for details. Refer to back of ID card for telephone number to call for Prior Authorization of these services. Without proper Prior Authorizations, imaging services are not covered and Member is responsible for total cost.		
Laboratory and Pathology Tests including those related to pregnancy	MI Quest Labs: \$0 Copay , no Deductible All other Preferred Providers: Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Diagnostic Radiological Services such as EKG, EEG, Diagnostic X-rays, and other medically acceptable diagnostic procedures including such services due to a pregnancy; and any professional services when required to read/administer specific tests	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Imaging services, including but not limited to: MRI, CAT scan, CT, CTA, MRA, PET scan and nuclear cardiac studies and virtual studies such as virtual colonoscopy	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
MATERNITY SERVICES PROVIDED BY A PHYSICIAN or CERTIFIED MIDWIFE		
Certified Midwife covered if he/she provides services under the supervision of a Physician. No coverage for home births		
Pre-natal and Post-natal Office Visits	Physician Visits Covered at 100%. Office Visit Copay may apply for first Visit	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Delivery and Nursery Care by a Physician	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
HOSPITAL CARE All elective hospitalizations require Prior Authorization from HPI or its designee. Emergency hospitalizations require authorization within 24 hours of admission. Telephone numbers for authorizations can be found on the back of the ID card. A Copayment penalty of \$500 will be applied when proper authorizations are not obtained for inpatient services even if services are Medically Necessary. Selected outpatient procedures and surgeries also require Prior Authorization; a Copayment penalty of up to \$500 will be applied to these services when proper authorizations are not obtained. See section VII of Certificate of Coverage for details on Prior Authorization requirements and section 8.6 for Hospital coverage details.		
*Inpatient Care (unlimited days) including newborn nursery care, Semi Private Room rate and related facility charges.	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Outpatient Procedures and Surgery (See section VII of Certificate of Coverage or website or call Customer Service for list of outpatient procedures that require Prior Authorization)	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Surgical services, including supplies, anesthesia and professional services	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
ALTERNATIVES TO HOSPITAL CARE		
Prior Authorization and Limitations apply; see Section VII of Certificate of Coverage section for more details on Prior Authorization. See Section 8.7 for coverage details.		
*Skilled Nursing Facility (Limited to 120 days per benefit year. Prior Authorization required)	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Hospice Care--Inpatient care requires Prior Authorization. Residential or home Care up to 180 days; no Prior Authorization required	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Home Health Care-- No Prior Authorization required for first 30 visits. Prior Authorization required for additional Visits	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges

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<b>ORGAN AND TISSUE TRANSPLANT</b> <i>Prior Authorization required for evaluation for transplant, transplant and any donor services. See section 8.8 of Certificate of Coverage for coverage details.</i>		
*Organ, Skin and Cornea Transplant (In approved Organ Transplant Facility Only)	Member pays \$0 after Deductible is met <b>Maximum benefit; Up to \$1 million maximum per transplant type per lifetime of Member</b>	Not Covered
*Organ or Tissue Donor Services	Member pays \$0 after Deductible is met	Not Covered
<b>MENTAL HEALTH SERVICES</b> <i>All services except Outpatient Mental Health and Outpatient Substance Abuse Services require Prior Authorization. See sections 8.9 and 8.10 of the Certificate of Coverage for coverage details.</i>		
*Inpatient Mental Health Services <i>Limited to 30 days per benefit year</i>	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Mental Health Services; Intensive Outpatient/ Intermediate Care, including Day Treatment/Partial Hospitalization Programs (2 days of intensive outpatient or Intermediate Care equal 1 inpatient day)	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Outpatient Mental Health Services <i>Limited to 30 visits per benefit year</i>	Same as Primary Care Physician Office Visit Copay	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Inpatient Substance Abuse Services	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Substance Abuse Services; Intensive Outpatient/Intermediate Care, including Day Treatment /Partial Hospitalization Programs <i>Benefits for these services plus any outpatient substance abuse services combined are limited to State mandated minimum dollar amount</i>	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Outpatient Substance Abuse Services <i>Benefits for outpatient services plus any benefits for intensive outpatient / Intermediate Care, including Day Treatment and/or partial hospitalization Programs are limited to State mandated minimum dollar amount.</i>	Same as Primary Care Physician Office Visit Copay	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
<b>OTHER SERVICES</b> <i>Some services in this section require Prior Authorization; others have specific limits and exclusions; see Sections 8.11 through 8.17 of the Certificate of Coverage for coverage details.</i>		
Short Term Outpatient Physical, Speech and Occupational Therapy <i>Physical, Speech and Occupational Therapy limited to 120 combined visits per benefit year</i>	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Outpatient Cardiac Rehabilitation <i>Limited to Stage 2: Outpatient hospital or physician directed clinic; 3 sessions per week for 6 weeks, (18 sessions). No coverage for Stage 3 or Stage 4 rehabilitation programs</i>	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Outpatient Pulmonary Rehabilitation Services; Prior Authorization required <i>Maximum benefit of 12 weeks per lifetime of Member</i>	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges

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<b>OTHER SERVICES CONT'D</b>		
*Durable Medical Equipment (includes urological and ostomy supplies and diabetic management supplies if the Member does not have Prescription Drug Coverage). <i>Prior Auth required for items \$3000 and over</i>	Member pays \$0 after Deductible is met	Not Covered
*Prosthetic Devices and Orthotic Appliances  <i>Prior Authorization required</i>	Member pays \$0 after Deductible is met	Not Covered (except for Medically Necessary breast prosthesis following mastectomy; Deductible applies; Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges)
Family Planning Services: <ul style="list-style-type: none"> <li>• *Medically-indicated genetic testing and counseling per generally accepted medical practice</li> <li>• Voluntary adult sterilization (reversal of voluntary sterilization is not a covered service)</li> <li>• Insertion and removal of contraceptive devices</li> <li>• Contraceptive injections</li> <li>• Termination of pregnancy in accordance with locally accepted medical practices</li> </ul>	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Infertility Services: diagnosis, counseling and treatment of infertility when Medically Necessary; Prior Authorization required <i>Limited to 4 artificial insemination attempts per lifetime</i> <i>See Section 9.3 (Z) of the Certificate of Coverage for services that are excluded from coverage</i>	Member pays 50% of HPI reimbursement rate	Not Covered
Therapeutic Services and/or Procedures including Radiation Therapy, Inhalation Therapy and Chemotherapy	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Outpatient Diabetes Self-Management Training Program (conducted in group setting whenever available)	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Allergy Injections	Covered at 100% Office Visit Copay may apply	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Allergy Testing and Services <i>See sections 8.17 (A) and IX of Certificate of Coverage for exclusions</i>	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Vision Care for: 1) Medical conditions and diagnosis related to vision loss  2) One pair of glasses post cataract surgery  3) One retinal eye exam per benefit year for diabetics  <i>Routine eye exams and glasses/contact lenses are not covered</i>	1) Member pays \$0 after Deductible is met  2) Member pays \$0 after Deductible is met. Maximum benefit is \$250 per benefit year  3) Member pays \$0 after Deductible is met	1) Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges  2) Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges. Maximum benefit is \$250 per benefit year  3) Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges

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OTHER SERVICES CONT'D		
Pain Management Services including coverage for evaluation and treatment of intractable pain	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
*Specialty Injectable Medications (such as growth hormone, injectable drugs for rheumatoid arthritis and multiple sclerosis) that are injected or infused at Physician's office or outpatient facility.	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Dietician Services/Nutritional Counseling; <i>Limited to a maximum of 2 visits per benefit year</i>	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
Other Covered Services not specified on this document <i>(See Certificate of Coverage Section 8.17 for complete list of "other services" and Prior Authorization requirements)</i>	Member pays \$0 after Deductible is met	Member pays 20% of Allowed Amount after Deductible is met plus any Excess Charges
SERVICES COVERED BY OPTIONAL RIDER - <i>You have coverage for these services if the applicable Rider is included with your Schedule of Benefits and Certificate of Coverage</i>		
Chiropractic Manipulative Treatment	See Rider for coverage details	See Rider for coverage details
Hearing Testing and Hearing Aid	See Rider for coverage details	See Rider for coverage details
Home Health Private Duty Nursing	See Rider for coverage details	See Rider for coverage details
Prescription Drugs	See Rider for coverage details	See Rider for coverage details



## ADDENDUM B

### Child Development Center Caregivers

#### I. Exclusions

The parties agree that the following Articles do not apply to the Child Development Center Caregivers.

- Article 17 - Sick Leave
- Article 18 - Bereavement Leave
- Article 22 - Longevity
- Article 25 - Vacations
- Article 26 - Insurance Benefits

C.D.C. employees are allowed 3 paid sick days annually.

**LETTER OF UNDERSTANDING FOR 2009-2012**

Economic me too language, “During the length of this contract if the Administrative Secretaries (IOUE) receives economic financial gains such as percentage increases step increases, 403b contributions/ or increase in sick day payouts more than those listed above than AFSCME Local 3524 will receive like increases.

Furthermore, there will be no lay off or subcontracting of current AFSCME employees during the 2009-10 school year.

2009-10	0%
2010-11	1%
2011-12	2%