

**AGREEMENT**

between

**SOUTH LAKE BOARD of EDUCATION**

and

**LOCAL 2457 of AFSCME, COUNCIL 25**

**July 1, 2008 - June 30, 2010**

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## **AGREEMENT**

### **AGREEMENT**

This Agreement is entered into on December 16, 2009, between the Board of Education of the School District of South Lake, St. Clair Shores, Michigan, hereinafter referred to as the "BOARD", and the American Federation of State, County and Municipal Employees - Council 25 and its affiliate Local Union #2457, hereinafter referred to as the "UNION".

### **PURPOSE AND INTENT**

The purpose and intent of this Agreement is set forth in the general terms and conditions of employment, as such terms and conditions affect members of the UNION, and to promote orderly and peaceful labor relations in the mutual interest of the BOARD and the UNION.

### **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of ACT 379 of Public Acts of 1965, as amended, the UNION is hereby recognized as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment for the term of this Agreement, of all employees of the BOARD included in the bargaining unit described below:

"All full time and regular part-time food service, custodial, maintenance and bus driving personnel: excluding noon supervisors, office, clerical, supervisors, and all other employees."

The terms of this Agreement shall apply to members of the unit described above to all new classifications, when added to the bargaining unit as follows:

SECTION I	All Members of the Bargaining Unit
SECTION II	Maintenance, Custodial and Bus Driving Personnel
SECTION III	Food Service Employees
SECTION IV	Transportation Employees

## **SECTION I**

### **ALL Members of the Bargaining Unit**

#### **Article I DEFINITIONS**

Board:	Shall mean the Board of Education, South Lake Schools, or any properly authorized representative.
Administration:	Shall mean any employee of the BOARD who holds a supervisory or administrative position.
Union:	Shall mean the American Federation of State, County and Municipal Employees, Council 25 and affiliate Local 2457.
Employee:	Shall mean any member of the bargaining unit represented by Local 2457, as herein before defined.
Full Time:	Shall mean a regularly scheduled annual work period of twelve (12) months, a regular weekly work period of forty (40) hours and a regular daily work period of eight (8) hours.
Part-time:	Shall mean regularly scheduled annual work period of less than twelve (12) months and/or a weekly work period of less than forty (40) hours and/or a regular daily work period of less than eight (8) hours.
Strike:	Shall mean the failure to report for assigned duty, the willful absence from one's assigned work station, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the assigned duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensations or rights and responsibilities of employment.
Grievance:	Shall mean a complaint submitted, in writing, by an employee or group of employees within the bargaining unit, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. Initiation of a grievance may be verbal, at the first step.
Retirement:	Shall mean qualification of retirement under the Michigan Public School Employees Retirement System rules and/or language covered in this Agreement.
Lay Off:	Shall mean a reduction in the working force due to a decrease in available work or lack of operational funds.

Discharge: Shall mean action taken on behalf of the BOARD, resulting in the involuntary termination of employment for any member of the bargaining unit.

Discipline: Shall mean action taken on behalf of the BOARD, resulting in loss of pay to the employee, such as, but not limited to, suspension.

Lateral Transfer: Shall mean movement to another position within the same step, which does not result in an increase or decrease in wages.

Transfer: Shall mean reassignment of an employee to any position within the bargaining unit not deemed a promotion as provided in this Agreement or an assignment within his/her job classification to a different work location.

Promotion: Shall mean any change or movement to a different job classification or workstation within the bargaining unit resulting in an increase in wages.

Demotion: Shall mean any change or movement to a different job classification or workstation within the bargaining unit resulting in a decrease in wages.

Seasonal: Shall mean hourly work periods for temporary employees during the summer months beginning the Monday following the close of school through the Friday prior to Labor Day, providing that no overtime is offered temporary help and they do not replace regular employees.

Substitute: Shall mean any person used on a day-to-day basis to perform the work of a full time or part-time employee who is absent for any reason, but not to work beyond the hours of work of the full time or part-time employee who is absent, unless the full time or part-time employees have refused any overtime offered through the regular procedure.

Warning: Shall mean action taken, in writing, which does not result in an involuntary termination of employment or loss of pay.

Contract Language: Shall mean in the construction of the words used in this Agreement; whenever the singular is used it shall include the plural; whenever the male gender is used it shall also be construed to include the female gender.

Scope of Agreement: Shall mean it is mutually agreed that this Agreement represents the complete agreement between the parties.

Departments: Maintenance, Custodial and Bus Driving Personnel, Food Service, Transportation.

Salary Conditions: Pay periods shall be of two (2) weeks duration with payroll checks being electronically deposited to the employee's designated financial institution commencing with the beginning of the 2009/2010 school year.

**SECTION I**  
**Article II**  
**BOARD RIGHTS**

- A. The BOARD, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, not expressly limited by this Agreement, conferred upon and invested in it by the laws and Constitution of the State of Michigan, and of the United States.
- B. If any provisions of this Agreement or any application thereof to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall remain in full force and effect.
- C. Under no circumstances will the UNION cause or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, slow down, or any curtailment of work or restriction of work or interference with the operation of the School District during the term of this Agreement.
- D. Distribution of Agreement:

The BOARD shall cause the preparation of sufficient copies of this Agreement to be made for distribution by the UNION to each employee covered hereby.

Additional copies of this Agreement shall be furnished to the chapter chairperson to be presented to any new employee hired.

**SECTION I**  
**Article III**  
**UNION SECURITY**

- A. The UNION shall encourage and expect compliance from all its members to the fullest extent of the applicable sections of ACT 379 of the Public Acts of 1965, as amended.
- B. No lock out of employees covered by this Agreement shall be instituted by the employer during the term of this contract.
- C. Employees covered by this Agreement at the time it becomes effective and who are members of the UNION at this time, shall be required as a condition of continued employment to continue membership in the UNION or pay to the UNION, each month, a service charge in an amount equal to the regular monthly dues, as a contribution toward the cost of UNION administration of the contract.
- D. Employees hired, rehired, reinstated or otherwise included in the bargaining unit by reason of employment after the effective date of this Agreement and covered by the Agreement, shall be required as a condition of continued employment to become members or pay the service charge on or before the tenth day, after the thirtieth day following their employment in the unit.

- E. Employees covered by this Agreement shall be deemed to be members in good standing within the meanings of this section, if they are no more than sixty (60) days in arrears with their dues or service charges. When a member is on a leave and is receiving any form of remuneration, he/she is responsible for paying monthly union dues to the Secretary Treasurer of Local #2457 on a monthly basis; the amount to be set by the Union.
- F. The BOARD shall be notified, in writing, by the UNION of any member of the bargaining unit who is more than sixty (60) days in arrears and be requested by the UNION, in writing, to terminate the employment of that employee.
- G. The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied by both parties without regard to race, religion, color, national origin, age, gender, marital status or membership in an association with the activities of any employee organization. Regarding Equal Opportunity of Employment, the employer will comply with all applicable State and Federal statutes.
- H. The BOARD will not aid, promote or finance any labor group or organization or individual which purports to engage in collective bargaining, or make any agreement with any such group or organization or individual for the purpose of undermining the UNION for the duration of this contract.
- I. The BOARD is genuinely interested in maintaining maximum employment for all seniority employees covered by this Agreement, consistent with the needs of the BOARD. Therefore, in making these determinations, the BOARD intends always to keep the interest of the BOARD'S employees in mind.

The right of sub-contracting or contracting is vested in the BOARD. The right to contract or sub-contract shall not be used to discriminate against any of its members, nor shall any seniority employee be laid off or demoted as a direct and immediate result of work performed by an outside contract.

**SECTION I**  
**Article IV**  
**UNION DUES**

- A. Employees may tender the initiation fee and monthly union membership dues directly to the UNION or by signing an authorization form furnished by the UNION for payroll deduction.
- B. During the life of this Agreement and in accordance with the terms of the form "Authorization for Payroll Deduction" hereinafter set forth, and to the extent the laws of Michigan permit, the BOARD agrees to deduct membership dues and initiation fees levied, in accordance with the Constitution and by-laws of the UNION, from the pay for each employee who executes and submits the "Authorization for Payroll Deduction" form.
- C. A properly executed "Authorization for Payroll Deduction" form for each employee for whom UNION membership dues are to be deducted hereunder shall be submitted to the BOARD before any payroll deductions are made.



- D. UNION membership dues shall be deducted from the first payroll of the month succeeding receipt by the BOARD of the properly executed "Authorization for Payroll Deduction" form.
- E. Deductions for any calendar month shall be remitted to the designated financial officer of the local UNION, as soon as possible, after the tenth of the following month.
- F. An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which he/she cancels or revokes the "Authorization for Payroll Deduction" form. Any employee may voluntarily cancel or revoke the "Authorization for Payroll Deduction" form upon thirty (30) days written notice to the BOARD and the UNION.
- G. The BOARD shall not be liable, by reason of the requirements of this Agreement, for the remittance of any sum other than that constituting actual deductions made from wages earned by employees.
- H. In cases where a deduction is made that duplicates a payment that an employee has already made to the UNION, refunds to the employee will be made by the local UNION.
- I. The local UNION will furnish the BOARD, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues directly to the local UNION. Thereafter, the UNION will furnish the BOARD a monthly list of any changes.
- J. The UNION shall protect and save harmless the BOARD from any and all claims, demands, suits and/or other forms of liability by reason of action taken or not taken by the BOARD, for the purpose of complying with the terms of this Agreement.
- K. The BOARD agrees to deduct from the wages of any employee who is a member of this Chapter, a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization, in accordance with a standard form provided by the UNION; provide that the said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the BOARD and the UNION.

## **SECTION I**

### **Article V**

#### **UNION REPRESENTATION AND STEWARDS**

- A. Custodial and maintenance employees may be represented by one steward on each shift on a district-wide basis.
- B. Food Service and transportation employees may be represented by a steward on their regular shift.
- C. All UNION business, except as stated below, shall be conducted after regular working hours except by prior approval of the Superintendent or his designee.
- D. An accredited representative of the American Federation of State, County and Municipal Employees (AFSCME) shall have the right to visit the premises during working hours for the purpose of conducting business with Local 2457, only after prior arrangements for each visit with the Superintendent or his designee.

- E. The President and steward shall be allowed up to one (1) hour a day, to a maximum of three (3) hours per week, or with the approval of the Superintendent or his designee, to five (5) hours a week, to hear grievances, if necessary.
- F. Special Conferences: A special conference shall be arranged, when requested, to discuss complaints that there has been misapplication of provisions of this Agreement, or other complaints regarding general working conditions.
  - (1) Such conferences shall be limited to no more than two (2) conferences per month.
  - (2) No more than three (3) members of the UNION or their employer shall attend such conferences.
  - (3) Such conferences shall be scheduled between the regular hours of the Board of Education office (8:00 am - 4:30 pm).
  - (4) Only agenda items submitted, in writing, three (3) days in advance shall be considered appropriate for discussion.
  - (5) Time, place and length of such conference shall be set by mutual consent.

**SECTION I**  
**Article VI**  
**GRIEVANCE PROCEDURE**

- A. A grievance submitted under the following procedure may be withdrawn by the UNION President or his designee and/or the UNION at any step of the grievance procedure, without prejudice. Such grievance, once withdrawn in writing, shall be considered by all parties as having been satisfactorily settled.
- B. Failure of the UNION President or his designee to file a grievance or appeal within the specified time limit, at any step of the grievance procedure, shall constitute the grievance as being dropped and not subject to further steps under this procedure.
- C. Failure to respond to a grievance within the time limit prescribed at any step of the grievance procedure, shall be considered as an unsatisfactory response and the grievant may proceed to the next step in the grievance procedure.
- D. Grievances, as defined, shall be presented and adjusted in accordance with the following procedure:
  - 1. The employee may discuss items he/she believes are grievances with his/her steward or the UNION President or designee, during their shift, not to exceed thirty (30) minutes per instance.
  - 2. The steward or UNION President or his designee may informally discuss a grievance, as defined herein, with the building principal of primary work assignment or the Buildings and Grounds Supervisor, in all cases where a primary work assignment is not within a

particular school building, or with the Food Service Manager in incidents of Food Service grievances.

#### **STEP I**

- (a) In the event the matter is not resolved informally, it shall be reduced to writing and submitted in triplicate as a grievance to the building principal, the Buildings and Grounds Supervisor, or the Food Service Manager, as defined in the immediately preceding paragraph (hereinafter referred to as “the representative of the employer”).
- (b) The elapsed time for submitting a written grievance shall not exceed fifteen (15) working days from the act or condition, which is the basis of the grievance or the employee, should have become aware of the grievance. Copies of the written grievance, signed by the employee, shall be submitted to the representative of the employer first notified of the grievance, the Superintendent or designee, and the local UNION President or designee.
- (c) The representative of the employer shall respond, in writing, to the grievance and tender it to the local UNION President or designee within five (5) working days after the receipt of the written grievance.

#### **STEP II**

- (a) Within five (5) working days after receiving the decision from the representative of the employer, the local UNION President or designee, may appeal this decision to the Superintendent of Schools or designee. The appeal shall be in writing and be accompanied by a copy of the original grievance and the decision at Step I.
- (b) The Superintendent or designee shall respond by investigating the alleged grievance and allowing all parties a reasonable opportunity to be heard. The Superintendent or designee shall tender, in triplicate, a decision within five (5) working days after receipt of appeal with copies being sent to the representative of the employer first notified of the grievance and the local UNION President or designee.
- (c) The employee and the UNION shall respond to the Superintendent, in writing, within five (5) working days, indicating satisfaction with the decision or a desire to proceed to the next step of the grievance procedure.

#### **STEP III**

If the decision of the Superintendent is not satisfactory to the UNION, within ten (10) working days, after the receipt of the decision, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree on an arbitrator, a request for a list of five (5) arbitrators shall be made to the American Arbitration Association Service. The parties agree to follow all AAA rules for arbitrator selection and processing of arbitrations. The BOARD and the UNION shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be borne equally by both parties.

- E. All complaints and appeals must be in writing. They shall contain a specific, but concise statement of the facts upon which the grievance is based, a specific reference to the Sections, Articles and Paragraphs of the Agreement which have allegedly been misinterpreted or violated; the date of the alleged violation; the specific nature of the relief requested; and shall be signed and dated by the employee involved.
- F. There shall be strict adherence to the time limits specified in this procedure except when a time limit, in any specific instance, is extended by mutual, written agreement.
- G. The local UNION President will be allowed to seek the advice and counsel of, and to have present at any hearing on a step in the grievance procedure, parent UNION representation.

**SECTION I**  
**Article VII**  
**RETIREMENT PROVISIONS**

The retirement date for all employees of the bargaining unit is the last day of the month, with the following noted exceptions:

- A. The BOARD may retire an employee if, in its judgment, such action would best serve the interests of the children of the school district.
- B. The BOARD may grant annual extensions to employees needing additional time to qualify for retirement under the Michigan Public School Employees Retirement System (MPSERS) rules.

**SECTION I**  
**Article VIII**  
**LEAVE PROVISIONS**

- A. Veteran's education leave (without pay) shall be granted to any veteran properly reinstated as an employee in the bargaining unit within the time limits specified under the Veteran's Preference , Article XII, for a period not to exceed four (4) years, to attend school full-time under applicable federal laws now in effect.
- B. Other leaves of absence (without pay) may be granted for a period not to exceed one (1) year at the discretion of the BOARD. These leaves may be granted for:
  - 1. Illness or death in the immediate family, beyond the Family Medical Leave Act.
  - 2. Other leaves as recommended by the Superintendent.

The BOARD will grant up to twelve (12) weeks of Family and Medical Leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) of 1993.

- + All requests for such leave will be made to the Superintendent.
- + When the need is foreseeable, notice will be given thirty (30) days before the start of the

FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee will give as much notice as is practicable.

- + Proper certification of the reason for the leave must be provided.
- + An employee shall be requested to use all available leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the FMLA leave, with any balance of time being without pay.
- + At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave or an equivalent position.

#### **C. LEAVE FOR UNION BUSINESS**

Members of the UNION, elected to local UNION positions or selected by the UNION to do work which takes them from their employment with the BOARD shall, at the written request of the UNION, receive temporary leave of absence (without pay) for periods not to exceed four (4) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority. No more than two (2) members of the local UNION may be on leave in any given year.

Conference and Convention: Officers and delegates of the local will be allowed to attend educational conferences, conventions and/or official UNION functions that take place during working hours without loss of time or pay.

Upon written application, one (1) week in advance, the BOARD will grant up to six (6) days leave each year for a UNION officer or delegate to attend these functions.

#### **D. LEAVE DAYS**

Any employee finding it necessary to be absent from work because of illness or legitimate use of his/her leave day(s) in accordance with present BOARD policy, must notify the electronic secretary at the Board Office prior to the start of their respective shift.

- 1.) The BOARD will provide ten (10) days of leave without loss of pay to the employee.

Employees shall accumulate unused days to a maximum of 36. These days shall be payable at the appropriate substitute rate based on the number of regularly scheduled hours worked per day upon the termination of employment, provided that employee has at least ten (10) full work years of District service.

Days in excess of 36 will be paid annually at the appropriate substitute hourly rate. This payment will be included with the final check in June.

- 2.) Leave days immediately preceding or following a holiday must be approved in advance (except when for personal illness accompanied by a doctor's note). Leave days receding a holiday may be granted in the following situations:
  - a) For surgery, accidents, serious illness, or injury to an immediate family member;
  - b) For bereavement of a non-immediate family member;

- c) When travel is needed to attend to an immediate family member's needs.

When applicable, leave days preceding or following a holiday/vacation break must be requested in writing.

Personal leave days used consecutively must be approved in advance, except for emergencies.

An employee absent from work because of mumps, scarlet fever, measles, chicken pox, conjunctivitis, or lice, reasonably shown to be attributable to a source in school, shall suffer no diminution of compensation and shall not be charged with sick leave for a period not to exceed five (5) school days.

**E. JURY DUTY**

Each full time, part-time, food service and transportation employee shall be excused from his/her regularly assigned tasks for jury duty or as the result of a subpoena requiring an employee to testify in court action involving the school district. Such days will not be charged to leave time and will be reimbursed for the difference between jury duty pay and the regular hourly rate of the employee's pay, based on an eight (8) hour day, forty (40) hour week for a full time employee, or for the number of hours assigned for a food service or part-time bus driver.

**F. BEREAVEMENT LEAVE**

An employee will be excused from work up to three (3) days per death in the immediate family, with no loss of negotiated days. The immediate family shall be interpreted as mother, father, brother, sister, children, spouse, grandchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-brother, step-sister, and step-child. The three (3) days must be consecutive (excluding Saturday, Sunday and holidays) within the period commencing with the date of death and ending with the second calendar day after the date of the funeral, providing he/she attends the funeral. Notification must be made to the immediate supervisor at the earliest convenience.

If the bereavement days occur while an employee is on vacation, the days off will not be charged to vacation time, but will be charged to bereavement days. Vacation days may be rescheduled.

**SECTION I**

**Article IX**

**PROBATION AND SENIORITY PROVISIONS**

- A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The ninety (90) calendar day probationary period shall be accumulated within not more than one year. When an employee finishes the probationary period, by accumulating ninety (90) calendar days of employment within not more than one year, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day he/she completed the probationary period, or upon successful completion of their probationary period. There shall be no seniority among probationary, substitute employees or temporary employees. Probationary employees who are eligible for benefits, shall be provided upon satisfactory completion of their probationary period.

- B. 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, except discharged or disciplined employees, for other than UNION activity.
- C. Seniority shall be on a school district-wide basis, in accordance with the employee's seniority date, as established under Paragraph A of this Article.
- D. Any employee who, in the opinion of the Superintendent or his designee, does not satisfactorily complete his/her probationary period in the classification to which he/she was promoted, shall have his/her salary revert to the classification from which he/she was promoted and his/her seniority shall not be affected.
- E. An employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed his/her probationary period in the classification from which he/she had been promoted.
- F. Any employee who has been promoted from the bargaining unit to a position outside the unit with the BOARD or with the UNION, shall have his/her seniority frozen at that point for a maximum period of one year. If upon his/her request to return to the bargaining unit [within one (1) year of leaving the unit], he/she shall bump the lowest seniority person in the unit. However, such employee re-entering the bargaining unit may not bid on a different job for a period of six (6) months after the day he/she re-enters the unit.
- G. Seniority shall not be affected by the race, gender, marital status, age or dependents of the employee.
- H. The seniority list on the date of this Agreement shall show the names and job titles of all employees of the unit entitled to seniority.
- I. The BOARD will provide the local Union President with up-to-date copies of the Local 2457 seniority list by August 1<sup>st</sup> of each school year and upon written request.
- J. An employee shall lose his/her seniority for the following reasons:
  - 1. He/she quits.
  - 2. He/she is discharged and the discharge is not reversed through the grievance procedure.
  - 3. He/she is absent for three (3) consecutive working days without notifying the BOARD. In proper cases, exceptions may be made by the BOARD. After such absence, the BOARD will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
  - 4. If he/she does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions may be made by the BOARD.
  - 5. He/she gives false reason for a leave of absence or engages in other employment during such leave.
  - 6. He/she retires.
- K. Employees will lose all seniority after forty-eight (48) months absence due to illness or disability. An employee who is absent for up to forty-eight (48) months shall be guaranteed a position in

his/her most current classification.

**SECTION I**  
**Article X**  
**LAY-OFF AND RECALL**

- A. (1) When a reduction in work force is necessary, employees shall be laid-off in reverse order of their date of hire into the Department, provided probationary employees shall be laid-off first on a district-wide basis, except as set forth below, regarding the UNION President.
- (2) An employee removed from his/her position due to reduction of work force or closing of a building, shall be allowed to exercise his/her seniority rights to bump, on his/her preferred shift, the least senior employee within his/her present or past classification(s). Should the employee's original position be reinstated, the employee shall be given the opportunity to return to that position prior to recall of someone to the position from lay-off.
- (3) Employees will be notified of a layoff, displacement, building closing or reduction in work hours, fourteen (14) calendar days prior to the effective date.
- (4) Displaced employees will have the option to accept a layoff in lieu of accepting a position with less than comparable wages, hours and/or weeks than the position from which the employee has been displaced.
- (5) The employee exercising his/her right to bump shall not gain in hours, weeks, and/or wages. For the purpose of determining a gain, the following shall be used:
- a. Hours – shall be the total amount worked on a regular basis from Sunday thru Saturday;
  - b. Weeks – shall be the total amount worked on a regular basis from July 1 thru June 30;
  - c. Wages – shall be the highest step in the wage schedule of the classification.
- (6) Bumping Procedure
- a. Seniority employees who have been displaced will have bumping rights within his/her classification first.
  - b. If a displaced employee cannot bump within his/her classification, he/she may bump an equal or lower classification within the Department or accept a layoff.
  - c. If the displaced employee has accumulated seniority in another Department, he/she may exercise his/her right to bump into that Department or accept a layoff.
  - d. If the displaced employee cannot bump into a position, that employee is laid off.



- B. When a recall becomes necessary, employees shall be recalled according to the following procedures. Notice of recall shall be sent to the employee at his/her last address on file, by certified mail or other means of delivery. If an employee fails to report for work within ten (10) calendar days after the date of delivery of such notice of recall, his/her employment shall be considered as terminated. Under extenuating circumstances, the employee may appeal.
- C. The UNION President shall be excluded from any lay-off, in the event of a decrease of the work force, lay-off or reduction of positions.
- D. The UNION President, at his/her option, shall be placed on the day shift in his/her same job classification. If the President opts for a day job, he/she will bump an employee with the lowest seniority in same classification to another shift. If the President is placed on a shift by his/her option, the displaced individual will be given the first chance to have his/her position back at the end of the President's term provided that he/she is not re-elected. If the displaced individual opts not to take his/her position back or no longer works for the school district, the position will be put up for bid.
- E. An employee on lay-off may remain on the layoff list for a time equal to his/her actual seniority to a maximum of ten (10) years.

**SECTION I**  
**Article XI**  
**DISCHARGE AND DISCIPLINE**

- A. Discharge, suspensions, demotions, reprimands and other disciplinary action shall be only for just cause.
- B. The BOARD shall promptly, upon warning, discharge or discipline of a UNION member, notify the shift steward and UNION President.
- C. Any disciplinary action or measure imposed on any employee of the bargaining unit, except a probationary employee, may be subject to the grievance procedure.
- D. During periods of suspension, as the result of disciplinary action, an employee shall not accumulate leave or vacation days nor shall he/she receive pay for holidays, which occur during such suspension. If such suspension is declared invalid through the grievance procedure, all benefits shall be restored retroactively.
- E. Written warnings shall become a part of the employee's personnel file. Any written warnings or written record of disciplinary action taken shall be removed from the employee's personnel file when the employee has had no such written warning or record of disciplinary action placed in his/her file for a period of two (2) years.
- F. Threatening behavior towards staff members: Pursuant to and in accordance with board policies 4362 and 4362.01, the Board believes that a staff member should be able to work in an environment free of harassment (sexual or otherwise), threatening speech or behavior.

Threatening behavior consisting of any words or deeds that intimidate a staff member concerning his/her physical and/or psychological well being is strictly forbidden. Any student, parent,

visitor, staff member, or agent of this board who is found to have threatened a member of the staff, will be subject to discipline or reported to the authorities.

**SECTION I**  
**Article XII**  
**VACANCIES, PROMOTIONS AND TRANSFERS**

A. A transfer may be permanent or temporary. Temporary transfers shall be considered to mean covering vacancies caused by absenteeism, vacations, promotions, use of sick leave or other transitory circumstances. Temporary transfer from shift to shift will be on a voluntary basis first. If there are no volunteers, the lowest seniority employee will be transferred. Any employee who works in a higher classification shall be paid the higher rate for all hours worked. Under certain circumstances, when a person is bumped from a position through no fault of their own, the displaced person will have first opportunity to return to their position when it is vacated.

- B.
1. When an employee is absent for any reason and the employer deems it necessary to cover his/her workstation, a substitute may be employed.
  2. In the event a satisfactory substitute is not available, regular employees on that shift may be used to cover that workstation for the first five (5) days.
  3. If an employee has been off for ten (10) consecutive days, the position shall be posted as a temporary assignment. Temporary postings will be awarded based solely on seniority, if the most senior employee meets all necessary qualifications for the assignment.

The temporary assignment will be posted on or before the 10<sup>th</sup> day off, awarded on the 14<sup>th</sup> day, and the transfer will occur on the 15<sup>th</sup> day. However, if these time requirements cannot be met, the local UNION President will be notified in writing. Subsequent postings to the first vacancy will follow the posting procedures as outlined in Section 1, Article XII, D.

4. All permanent vacancies shall follow the posting procedures as outlined for all vacancies and shall be filled within ten (10) days, except in extenuating circumstances.

C Seniority shall not be affected by a transfer.

D. Vacancies, within the bargaining unit, shall be posted for a period of three (3) working days on the UNION bulletin board in each building. All employees interested in such vacancies must make written application for such position with the personnel director during the posted period. The posting requirements above shall not apply after the third (3) change in sequence created by a new job or vacancy. The fourth (4) position shall be filled by the senior person who makes written application to the personnel director, within one (1) working day after the filling of the third (3) position. The posting for the third (3) position will be the last written posting and will inform employees about procedures for applying for the fourth (4) position.

E. Any employee may elect to give the Steward or President his/her written power of attorney to bid on such vacancy when he/she is on vacation during the posted period, provided such power of attorney is filed with the BOARD prior to the posting.

- F. Current employees will be given first consideration for vacancies prior to the employment of outside personnel. When two (2) or more internal applicants are judged by the Superintendent or designee to be fully qualified for a position, a job related test will be administered to determine which candidate will be promoted. Steps will prevail in sequence in forward and reverse order. In posting, a step may be skipped, but in reverse, that step will again be skipped in the case of bumping.

STEP	CLASSIFICATION—FOOD SERVICE
I	Cafeteria Helper
II	Head Helper
III	Cafeteria Driver/Cook Leader

STEP	CLASSIFICATION—TRANSPORTATION
I	Bus Driver
II	Dispatcher

STEP	CLASSIFICATION—MAINTENANCE/CUSTODIAL
I	Custodian
II	Maintenance Helper I
III	Maintenance Helper II Groundskeeper Custodial/Maintenance II-Weekend
IV	Maintenance Helper III Custodial/Maintenance III-Weekend
V	Transportation Coordinator Building Engineer Assistant Maintenance Leader Maintenance Leader

- G. Seniority for purposes of bidding on a position shall only count in the employee's own section of the contract.
- H. Promoted employees and employees obtaining an additional position in another department, shall be considered as probationary in the new classification and position for a period of sixty (60) working days, during which time the employee may revert to his/her former classification and position and former pay rate. If the Board finds the employee unsatisfactory in the new classification and position, notice, in writing, to the employee and UNION shall be provided prior to return to former classification and position. During the probationary period, the employee will receive the rate of pay for the classification and position worked.
- I. The Buildings and Grounds Supervisor will send the UNION President or designee a brief summary of the training experiences of newly hired and transferred employees.
- J. If a custodial area changes by more than thirty-three (33%) percent, the station will be considered a newly created position which will go up for bid.

- K. Upon agreement by the UNION and the Employer, a bump and bid session can be held to fill vacancies due to changes in position, hours, or in the event of layoff.

The date and time will be mutually agreed upon by the UNION and Management.

**SECTION I**  
**Article XIII**  
**SUBSTITUTES AND SEASONAL EMPLOYEES**

- A. When an employee is absent for any reason and the employer deems it necessary to cover his/her work station, a substitute may be employed. A long term substitute receives a 15% pay improvement over the daily substitute rate after ten (10) days.
- B. In the event a satisfactory substitute is not available, regular employees on that shift may be used to cover that work station.
- C. Substitute and seasonal employees shall be considered temporary and not entitled to benefits other than protection by law and an hourly wage.
- D. **Maintenance/Custodial** - In the event a substitute is used in this capacity for ninety (90) work days, he/she shall be considered a full time employee under probation and receiving all benefits afforded under this Agreement, beginning with the ninety-first (91) day of such consecutive employment. An additional sixty (60) days of probation may be required with mutual consent of the BOARD and the UNION. Seniority shall begin as of the first date of continuous, unbroken employment.
- Food Service** - In the event a substitute is used in this capacity at the same work station for thirty (30) consecutive work days, he/she shall be considered a part-time employee under probation and entitled to all benefits such employees enjoy under this contract, beginning with the next consecutive day worked. Seniority shall begin with the first day of continuous, unbroken employment.
- E. Substitutes and seasonal employees shall not achieve seniority status for the time working in such capacity.
- F. The BOARD shall not discriminate against or prejudice the rights of full time employees in respect to its arrangements with substitutes or seasonal employees.
- G. Temporary employees may be used as unrestricted summer help beginning the Monday following the close of school and ending the Friday prior to Labor Day, providing that no overtime is offered temporary help and they do not replace regular employees.
- H. When an employee is absent from work for more than ten (10) consecutive days, he/she shall be replaced by an employee within the appropriate Department of the bargaining unit. Placement of the employee, however, shall be voluntary and based upon seniority, if more than one volunteer is interested. Notification shall be made by memo to all affected persons. In the event that no employee applies, a substitute may be placed directly in the assignment.

- I. One (1) substitute, not responsible to a station, may be used during the months of May and June, and three (3) days a week only during September and October. During September and October, this substitute shall be restricted one (1) of the three (3) days to the Athletic Field, unless there is an extenuating circumstance.

**SECTION I**  
**Article XIV**  
**VETERAN' S PREFERENCE**

- A. Reinstatement of seniority employees:

Any employee who enters into active service in the Armed Forces of the United States shall upon termination of such service be offered re-employment in his/her previous position, or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so. In this case, he/she will be offered employment in line with his/her seniority, as may be available and of which he/she is capable. He/She shall be paid the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge for a period of not more than two (2) years.

- B. A probationary employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus ninety (90) calendar days.

**SECTION I**  
**ARTICLE XV**  
**INSURANCE PROTECTION**

- A. The BOARD shall provide without cost to the employee, **BCBSM COMMUNITY BLUES PPO PLAN 1** or Plan B (or comparable).

The BOARD shall provide without cost to all full time and part-time employees, excluding the bus drivers, steadily employed thirty (30) or more hours per week the following:

Benefits begin for all eligible employees following successful completion of the ninety (90) day probation period.

Employees who do not qualify for health insurance, can, if they choose, purchase coverage through the HMO at COBRA rates.

**PLAN A**

The BOARD shall provide all insurance benefits listed herein for a full twelve (12) month period of each school year for all eligible employees in the bargaining unit, except for those eligible employees electing benefits under PLAN B below. Such benefits shall be provided, without cost to the eligible employee, to eligible employee and dependents, as defined in the agreed upon

specifications.

1. **BCBSM COMMUNITY BLUES PPO PLAN 1** Health Insurance [which includes \$5,000 of term life insurance **UNUM**] (or comparable). When appropriate, **BCBSM COMMUNITY BLUES PPO PLAN 1** (or comparable) or **BCBSM COMMUNITY BLUES PPO PLAN 1**(or comparable) and Medicare, Part B, premiums shall be paid on behalf of the employee, his/her spouse and /or dependents eligible for Medicare.
2.
  - a. **AMERICAN SECURITY DENTAL PLAN** Dental coverage (**DENTEMAX**), including the 007 orthodontic rider (or comparable) with no coordination of benefits, or
  - b. **AMERICAN SECURITY DENTAL PLAN** dental coverage (**DENTEMAX**), including the 003 orthodontic rider (or comparable) with internal and external coordination of benefits.
3. **UNUM** Term Life Insurance (or comparable) in the amount of forty thousand dollars (\$40,000) for each eligible employee. Such insurance protection shall be paid to the employee' designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. **BCBSM VSP3** Vision Insurance (or comparable) including internal and external coordination benefits.

#### **PLAN B**

Employees not electing insurance benefits as described in PLAN A above, shall be provided by the BOARD with the following insurance benefits, for a full twelve (12) month period of each school year. The benefits listed below shall be provided, without cost to employees, to each employee not enrolled in benefits under PLAN A above, and his/her eligible dependents, as defined in the agreed upon specifications.

1.
  - a. DENTAL insurance, including the orthodontic rider (or comparable) with no coordination of benefits, or
  - b. DENTAL insurance, including the orthodontic rider (or comparable) with internal and external coordination of benefits.
2. Term Life Insurance (or comparable) in the amount of sixty thousand dollars (\$60,000) for the employee only. The employee may choose to cap the term life at \$50,000 and receive the additional premium cost as compensation. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

For the previous retirees, the present retiree insurance benefit will be maintained.

3. Dependent Term Life Insurance in the amount of ten thousand dollars (\$10,000) for each employee's spouse and five thousand dollars (\$5,000) for each dependent child, as defined in the agreed upon specifications.
4. Vision Insurance including internal and external coordination of benefits.

- B. The BOARD shall provide, without cost to the eligible employees, **UNUM** Long-term Disability Insurance (or comparable) for each employee. Benefits shall be paid at sixty-six and two-thirds percent (66 2/3%) of salary to a monthly maximum of five thousand dollars (\$5,000), and shall begin after expiration of ninety (90) calendar days. In the event of permanent disability, benefits as determined by the carrier, shall continue to age seventy (70), at no cost to the employee.
- C. The BOARD shall provide insurance benefits listed below (or above) for those part-time food service employees, thirty (30) or more hours, on health leaves; absence because of long-term disability, as defined by the LTD insurance carrier; or while on sick leave day usage. Such continuation of benefits shall be for a maximum of one (1) year. An additional year of coverage may be purchased by the individual through the school district (COBRA).
- D. The BOARD shall establish an open enrollment period of thirty (30) days commencing September 1, in each school year of this contract. The BOARD, in cooperation with the insurance carrier, shall be responsible for providing all necessary enrollment applications and claims materials.
- E. It is understood that notwithstanding the rules or regulations of the insurance carrier(s), the BOARD shall guarantee, through the insurance company, the level and inclusion of all provisions of the insurance benefits, as provided for in the agreed upon specifications.
- F. The procedures for bidding the insurance provisions contained in Section B and C above, and the development of the biddable specifications, shall be jointly developed by the BOARD and the UNION. The insurance carrier selected to provide the insurance coverage shall be responsible for the administration of the insurance package. The insurance company shall guarantee the levels of benefits agreed to for the duration of the awarded contract.
- G. The BOARD shall provide an opportunity for the employee to invest in a tax sheltered annuity program.
- H. The BOARD will provide Michigan Workers' Compensation Act Insurance and Liability Insurance coverage.
- I. In the event that any insurance benefit is adjusted by action of the courts, the legislature or insurance commission, the BOARD shall meet with the UNION for purposes of renegotiating the affected insurance benefit(s).
- J. Any part-time employee (those not covered by the insurance benefits in this Agreement) shall have the opportunity to purchase "dental coverage" at their own expense, if allowed by the underwriter.
- K. **TRANSPORTATION EMPLOYEES: INSURANCE PROTECTION**

All transportation employees shall receive the following benefits:

- 1) **BCBSM VSP** Vision insurance, including internal and external coordination of benefits.
- 2) The BOARD shall provide without cost to the eligible part-time transportation employee, **UNUM** long-term disability insurance for each employee. Benefits shall be paid at

sixty-six and two-thirds percent (66 2/3%) of salary to a monthly maximum of five thousand dollars (\$5,000) and shall begin after expiration of ninety (90) calendar days. In the event of permanent disability, benefits as determined by the carrier shall continue to age seventy (70), at no cost to the employee.

3) The BOARD shall provide insurance benefits listed below (or above) for those eligible part-time transportation employees, thirty (30) or more hours, on health leaves; absence because of long-term disability, or defined by the LTD insurance carrier; or while on sick leave day usage. Such continuation of benefits shall be for a maximum of one (1) year. An additional year of coverage may be purchased by the individual through the school district.

L. The BOARD will provide an **BCBSM VSP** optical program without cost to all food service employees of the bargaining unit.

M. Employees eligible for and enrolled in healthcare coverage (PAK A) through this district beginning with the 2009/2010 school year, will be required to contribute \$2500.00 annually (to be payroll deducted equally among the number of pays each school year).

Effective July 1, 2009, employees enrolled in healthcare will be responsible for a \$10 (generic)/\$20 (brand name) prescription co-pay.

## **SECTION I**

### **Article XVI**

#### **Short Term Disability Insurance Protection**

A. The BOARD shall provide Short-Term Disability protection without cost for full-time employees as follows:

Sixty-six two-thirds (66 2/3%) of income for 13 weeks in case of sickness or accident. Benefits shall begin on the first day of hospitalization or on the sixth consecutive work day of illness in any current year.

B. Employment status of any employee who qualifies for permanent disability payments shall be terminated and all benefits shall cease at the end of one (1) year and not begin until such time as that employee is able to return to regular employment; providing such employee may, by presenting a medical release from such disability, be returned to his/her position within two (2) calendar years from the last day worked.

C. The BOARD will select the insurance company, and notwithstanding any other provisions to the contrary, all benefits, conditions and requirements shall be as set forth in the policy of insurance and as interpreted by the insurance company.



**SECTION I**  
**Article XVII**  
**Pay Advances**

- A. Upon written notice, an employee may request his/her vacation pay in advance. The advance will be given on the regular pay day preceding the person's vacation. All requests must be made one (1) month before the vacation begins.
- B. If an employee is laid-off or retires, he/she shall receive any earned, but unused vacation benefits, including those accrued in the current calendar year. A recalled employee who received credit at the time of lay-off for the current calendar year, shall have such credit deducted from his/her vacation the following year.
- C. Rate during vacation: Employees shall be paid their current rate of regular work day, but not over eight (8) hours per day while on vacation, and shall receive credit for any benefits provided for in this Agreement.
- D. All night shift employees shall be paid on the night preceding the last night worked in the event pay day is a holiday.

**SECTION I**  
**Article XVIII**  
**Longevity Pay Provisions**

- A. All employees shall be entitled to longevity pay, pro-rated according to the hours worked, but not less than presently received, compared to a full time twelve (12) month schedule of 2,080 hours under the following schedule.
  - 1. After the completion of five (5) years of employment, the employee will be paid \$400, annually.
  - 2. After the completion of ten (10) years of employment, the employee will be paid \$600, annually.
  - 3. After the completion of fifteen (15) years and beyond of employment, the employee will be paid \$825, annually.
- B. Such amount shall be paid annually, in a lump sum payment, which shall be added to the first pay following the employee's anniversary date.
- C. A retirement leave bonus of fifty dollars (\$50.00) per year of service in the district will be paid upon qualification for retirement under the state retirement law and written notice of retirement of any employee, provided the employee has been employed by the district for ten (10) years. Funds are directly deposited into a 401(a) Plan implemented within the District in 2002.

**SECTION I**  
**Article XIX**  
**Physical Examinations**

- A. Physical examinations required of transportation employees will be reimbursed at the rate of \$20.00, if the employee chooses to use his/her own physician; otherwise, if the employee uses the clinic recommended by the BOARD, the full bill will be paid by the BOARD.
- B. If an employee uses his/her own physician, he/she must present a paid bill from the doctor to the business office for reimbursement, and payment will be made within fifteen (15) days of the date the employee presents the bill.

**SECTION I**  
**Article XX**  
**General Provisions**

- A. The BOARD shall provide bulletin board space in each building for UNION use. The UNION agrees that all materials posted will be clearly identified, and that it accepts responsibility for all such materials. No materials of a political nature will be posted. The UNION shall defend, protect, and save harmless the BOARD and all claims, demands, suits and/or other forms of liability by reason of such posting under this section.
- B. Employees wishing to terminate employment shall furnish the BOARD with written notice ten (10) work days in advance of such termination. Failure to comply will result in loss of all accrued benefits except wages. The BOARD may make an exception upon UNION request.
- C. Upon termination of employment, an employee will receive the current hourly rate for all hours withheld for the first five (5) days of employment.
- D. Open personnel files: Each employee shall have the right, upon request, to review the contents of his/her own personnel file, except for information delivered in confidence from sources outside of the district. Each employee may submit his/her written and signed response to any such material. Such response shall be included in his/her personnel file.
- E. Members of this unit are welcome to use staff facilities for lunch and breaks.
- F. In the construction of the words used in this Agreement, whenever the singular is used it shall also include the plural; whenever the male gender is used, it shall also include the female gender.
- G. It is mutually agreed that this Agreement represents the complete agreement between the parties. It is agreed that the UNION and the BOARD clearly and specifically waive any and all rights to negotiate on matters outside this Agreement for the duration hereof.

**SECTION II**  
**Maintenance, Custodial and Bus Driving Personnel**

**Article I**  
**Hours of Employment**

- A. The work week shall consist of five (5) consecutive work days (Monday through Friday) of eight (8) working hours, plus unpaid lunch period
- B. Designated employees shall remain on the work premises and be paid during his/her half-hour (½) lunch break. For such employees the lunch period will be considered to be of his/her eight (8) hour day. Designated employee hours apply only to days when school is in session.
- C. Employees on a lunch break shall notify their building office should they leave their work location.
- D. Lunch periods will be scheduled midway during the shift, whenever possible.
- E. The work shifts for all full time employees shall be as follows:
  - 1. First shift shall start between 6:00 a.m. and 9:00 a.m. and terminate between 2:00 p.m. and 5:30 pm
    - a. One first shift employee may be flexed to a 5:00 a.m. seasonal start time between November 1<sup>st</sup> to March 1<sup>st</sup>
  - 2. Second shift shall start between 2:00 p.m. and 5:00 p.m. and terminate between 10:00 p.m. and 1:30 a.m.
    - a. One second shift employee may be flexed to a 10:30 a.m. seasonal start time between November 1<sup>st</sup> to March 1<sup>st</sup>
  - 3. Third shift shall start between 10:00 p.m. and 12 midnight and terminate between 6:00 a.m. and 8:30 am
  - 4. Special shifts and hours, other than listed in items 1, 2 and 3 may be established with the consent of both parties.
  - 5. Any special shift continuing more than halfway into the succeeding shift shall receive premium pay for that shift.
  - 6. There shall be no split shifts, except by mutual consent.
  - 7. Employees shall be provided with break times, not to exceed fifteen (15) minutes, midway in the first half and second half of their shift, whenever possible.
  - 8. Break times are part of the paid working hours.

9. Summer hours will start at 6:30 am, and the second and third shift positions may be modified by the Supervisor of Buildings and Grounds and published by June 1 of the calendar year, with the exception of the mail/warehouse position.
- F. The building engineer may request of the Supervisor of Buildings and Grounds, that the custodian(s) on the second and/or third shift flex to the day shift to accomplish tasks requiring additional manpower. The custodian will not incur a loss of shift premium.
- G. The two weeks prior and after the student school year, one custodian per building will adjust his/her start time to 7:30 a.m. The Supervisor of Buildings and Grounds will solicit volunteers to achieve this. If no custodian volunteers, the least senior will be affected.

## **SECTION II**

### **Article II**

#### **Overtime and Call-In Times**

- A. Overtime shall consist of hours worked in excess of eight (8) consecutive hours on one shift [including lunch] or forty (40) hours [including lunch] in one week.
- B. Overtime shall be on a rotating basis, divided as equally as possible, among the employees of the Department. Overtime requiring special skills (i.e. maintenance, etc) shall be offered to the employees qualified to perform this work. Custodial jobs will be offered to custodians first. If no custodian accepts the assignment, the job will be offered to the maintenance personnel on the overtime list. The overtime list will consist of a single list.
  1. Each employee must sign the Master Overtime Sheet by Thursday at 7:00 a.m., to be eligible to work overtime during the upcoming weekend. The Master Overtime Sheet will be located at the Maintenance Office, within the Administration Building.
  2. If an employee is on vacation or does not work, the entire shift on Friday for any reason, the employee will not be eligible to work the weekend overtime. If an employee does not work on Friday and has signed the Master Overtime Sheet to work on the upcoming weekend, the employees will be charged the number of hours the employee would have worked for that weekend.
  3. An employee that signs the Master Overtime Sheet and then after 7:00 a.m. Thursday morning turns it down will be charged twice the number of hours the employee would have worked for that weekend.
  4. Any eligible employee who does not sign the Master Overtime Sheet will be charged the number of hours the employee would have worked for that weekend.
  5. Overtime jobs may be split by the Management Representative.
  6. Management will handle the Master Overtime Sheet. If there are any discrepancies, Union and Management will provide the opportunity for the relief sought by the concerned party.
- C. Excused absences, holidays or vacation times shall be considered as work time of eight (8) hours

per day for purpose of computing overtime.

- D. For part-time employees to be paid time and one-half (1½) for overtime, the hours worked must exceed eight (8) hours in one shift or forty (40) hours in one week.
- E. The rate of pay for all work over eight (8) hours per day, forty (40) hours per week shall be one and one-half (1½) times the regular rate of pay. Such rate shall be in addition to holiday pay. Any sixth (6) day in a scheduled employee work week, over forty (40) hours, shall be paid at one and one-half (1½) times the regular rate of pay. The seventh (7) day in a scheduled employee work week and/or holiday shall be paid at double time.
- F. Any employee recalled to work during a twenty-four (24) hour period outside his/her regular scheduled work shift, shall be paid a minimum of two and one-half (2½) hours at time and one (1½) his/her regular rate, provided such call-in necessitates an extra trip from home to his/her place of employment. Extension of a regular shift, either at the start or finish of such shift shall require overtime rates only in the event that such hours exceed eight (8) in one day or forty (40) in one week.
- G. The Weekend Custodial/Maintenance Helper II or III and personnel placed on the Stand-By list must have following qualifications:

Boiler Operator's License

Maintenance Classification - No lower than Maintenance Helper II

Employees who work Saturday, Sunday and holiday building check will receive a minimum of four (4) hours pay during the summer recess period and a minimum of five (5) hours pay during the school session, at the applicable overtime rate.

The weeks noted above will be designated as the first weekend after school is out for the summer for the four (4) hour day, and the first weekend before Labor Day as the five (5) hour day. A weekend shall be defined as Friday from 3:00 p.m. to Monday at 7:00 a.m.

Compensation for carrying the pager on Stand-By will be at the rate of \$1.00 per hour. Employees will monitor the pager at all time while on Stand-by.

- H. For the purpose of computing overtime to be paid for Saturday, Sunday, holidays and over forty (40) hours a week or eight (8) hours per day, a regular shift cutting across two calendar days shall be treated as hours worked on the day in which the shift begins.
- I. No bargaining unit member shall be hired by an outside private contractor to perform work anywhere within the South Lake School District. Elections are excluded.
- J. For continuity, a bargaining unit member working on a project during the week will complete the project, on overtime, if necessary. The overtime list will not apply to this situation.

**SECTION II**  
**Article III**  
**Holidays and Negotiated Legal Holidays Off**

- A. All full time employees shall be granted the following holidays and negotiated legal holidays off, provided school is not in session, without loss of pay, providing the employees works the last scheduled work day before and the first scheduled work day after the holiday. If school is in session, the employee will work and be given the next regular work day off when school is not in session. If an employee is sick, with proof from a doctor, the day before and after work rule shall not apply. Negotiated legal holidays are designated with an asterisk (\*). For each school year covered by this agreement, there will be fifteen (15) holidays.

Once the district calendar has been established, the superintendent will discuss it with the union president and provide him/her a copy. This process will occur for each year of this agreement.

**2009-2010**

July 4<sup>th</sup>\*  
Labor Day – September 7, 2009\*  
Thanksgiving – November 26, 2009\*  
Friday after Thanksgiving – November 27, 2009  
December 23, 24, 25\*, 28, 29, 30, 31, 2009  
January 1, 2010\*  
Good Friday – April 2, 2010\*  
Easter Monday  
Memorial Day - May 31, 2010\*

\*Changes to the above listed dates will be mutually agreed upon between UNION and Management.

- B. Whenever any of the above negotiated legal holidays fall on a Saturday or Sunday, the Friday before or the Monday succeeding shall be a general holiday, unless school is in session. If a scheduled school day conflicts with an adjusted holiday, a day off, with pay, will be granted at a mutually agreeable time.
- C. When any paid holiday falls within an employee's regularly scheduled vacation, he/she shall not be charged with use of a vacation day for that holiday.
- D. All employees on the late afternoon shift will be scheduled on the afternoon shift on the day before Thanksgiving Day and the day before Christmas Eve (if applicable), and the day before Good Friday.
- E. All employees, except four (4) qualified employees [two (2) on each shift] will work the day shift during the Easter week recess. No employee shall work alone.
- F. Day rates shall apply to all who work days.

**SECTION II**  
**Article IV – Vacations**

- A. Employees are expected to use their vacation time as provided, however, if an employee does not use his/her previously earned vacation time by July 1, of a new vacation year, the employee will be paid for any unused vacation time, at the rate of pay which was in effect during the period which the vacation should have been taken. The unused vacation pay will be paid at the next subsequent pay period. All twelve (12) month employees shall be granted the following vacation schedule.

SENIORITY	DAYS EARNED
6 months through 12 months	2 days
1 year through 5 years	7 days
5 years through 6 years	8 days
6 years through 7 years	9 days
7 years through 8 years	10 days
8 years through 9 years	11 days
9 years through 10 years	12 days
10 years through 11 years	13 days
11 years through 12 years	14 days
12 years through 13 years	15 days
13 years through 14 years	16 days
14 years through 15 years	17 days
Over 15 years	20 days

- B. Vacations may be taken at any time in the year following the year in which the vacation is earned, providing that only one (1) employee per shift may be on vacation at any time during the school year. Two (2) employees per afternoon shift may be on vacation at any time during the school year, provided they are not from the same department. This excludes student vacation periods, from October 1 through the Friday of the last week of school.

Exceptions shall be as follows:

- + Vacation days shall not be allowed the week prior to the opening of school.
- + During Christmas recess, up to thirty percent (30%) of the unit may be off.
- + On scheduled work days which fall between the days November 15-30, a maximum of two (2) employees may be on vacation at the same time on the afternoon shift, and one (1) employee only on the day shift. Full-time employees who are qualified to drive a bus will be utilized to cover bus runs during this period of time.
- + Vacations during these periods shall be at the discretion of the Supervisor of Buildings and Grounds.
- + Pick of the hat shall be established by the UNION and shall solve any conflict that occurs in the selection of vacations.

- C. Vacations shall not be split except at the discretion of the Supervisor of Buildings and Grounds.
- D. Upon proper notification of termination of employment, an employee shall be paid his/her accumulated vacation benefits.
- E. All vacation days must be selected on the scheduling board established by the Supervisor of Buildings and Grounds by June 1.

**SECTION II**  
**Article V**  
**Uniforms, Licenses and Training Classes**

- A. Coveralls and boots will be made available for required employee use.
- B. All employees shall be required to wear *appropriate attire* during his/her entire work shift.
- C. Renewal fee for licenses required by the school district shall be paid by the BOARD.
- D. Required training classes for transportation employees will be paid by the BOARD at the employee's regular rate.
- E. Once fully qualified in a position, the BOARD will pay employees at their regular rate for any further BOARD required training classes.
- F. The BOARD will not pay for a license obtained before an employee is required to have the license.
- G. Employees wishing to take classes related to improving their work skills will be reimbursed for tuition, providing they obtain previous BOARD approval and present evidence of attendance and satisfactory course completion. The BOARD will not reimburse tuition for courses required to obtain or maintain eligibility for bargaining unit positions. The employee is limited to one (1) class per year and a maximum reimbursement of \$250.00.

**SECTION II**  
**Article VI**  
**Shift Premium**

- A. Employees on the second shift shall receive the following shift premium, over and above the regular rate for the job classification, while working that shift:

Second Shift	\$0.20 per hour
--------------	-----------------

- B. Summer schedule (the Monday following the close of school through a week prior to the teachers start, or when school is not in session) shall be offered on the day shift with the following exceptions:

- + Two (2) second shift positions (2 pm – 5 pm) [lowest seniority positions at the high school] will be posted. These two (2) employees will revert back to their regular shift a week prior to the teachers start or when school is in session.



- C. Day rates shall apply to all employees on days during the summer months.

**SECTION II**  
**Article VII**  
**Schedule of Wages**

- A. Although detailed job classifications and descriptions are not an integral part of this contract, existing job classifications and descriptions shall continue. Establishment of new job classifications and descriptions shall require the BOARD to negotiate with the UNION in respect to the wages, hours and working conditions for these new positions.
- B. The following brief job classifications and job descriptions shall identify the succeeding wage schedule:
1. **Custodian** - Shall have ability to perform, under supervision, all types of custodial service and household-type repairs.
  2. **Maintenance Helper – (FIRST YEAR)** Shall have basic knowledge of the Mechanical Trades and be able to perform under supervision of the Maintenance Leader, Assistant Maintenance Leader or Building Engineer. He/she shall complete a low pressure boiler's class within the first year of this classification and attain his/her license by the end of the fifteenth (15) month. He/she shall successfully complete one (1) adult education course selected from this group *Heating & Refrigeration, Electrical, Plumbing, Carpentry, and Masonry* in each of the next two (2) succeeding years, to be eligible for hourly wage improvements, and to retain the classification.
  3. **Groundskeeper** - Shall have the maintenance knowledge and skills required to care for equipment, keep grounds, care for trees and shrubs and other grounds maintenance duties assigned. With the next person hired into this position, he/she shall take the necessary course work to do small engine repair, and shall obtain and hold a pesticide license.
  4. **Maintenance Helper II** See Maintenance Helper I  
**(Second year)**
  5. **Maintenance Helper III** See Maintenance Helper I  
**(Third year)**
  6. **Transportation Coordinator/Maintenance/Mail – Warehouse:** Shall have the knowledge of scheduling and other dispatching duties and maintenance responsibilities to perform his/her assigned tasks, without supervision. All employees required to drive district vehicles will obtain and keep current a CDL license with all MDOT endorsements required.

The duties of a warehouse and mail delivery shall be assigned to the Transportation Coordinator. In the event the Transportation Coordinator is absent on a daily basis, the position will be covered by the Groundskeeper, Maintenance.

7. **Building Engineer** - Shall possess the knowledge and skills of the mechanical trades and shall be able to perform their job without supervision. He/she shall possess a low pressure boiler operator's license and be able to perform all maintenance repairs within his/her building. The Building Engineer will perform what custodial services are required within his/her building and shall instruct the assigned custodians in the daily operations of the building.

If a Maintenance Helper of any grade is placed into the position of Building Engineer, he/she shall possess a low pressure boiler operator's license prior to the position's posting deadline and if chosen for the position, must fulfill all the requirements of a Maintenance Helper III classification by the end of his/her first year as a Building Engineer.

If an outside person is hired into a position of Building Engineer, he/she shall have the qualifications of a Maintenance Helper II classification prior to being hired (experience in the trades can count as one class requirement), and complete the requirements of a Maintenance Helper III classification by the end of his/her first year as a Building Engineer. Successful completion of an adult education course from this group

Heating & Refrigeration      Electrical  
Plumbing      Carpentry      Masonry

and unrelated to his/her previous experience would fulfill the requirements of a Maintenance Helper III classification.

8. **Asst. Maintenance Leader - Maintenance Leader** - Shall have the knowledge and skills to perform any and all types of work in the various trades under their jurisdiction and provide the necessary instruction to Maintenance Helpers.

C. Classification

Effective with new employees, a five (5) step pay scale shall be initiated for custodial employees, with the current hourly pay rates equaling step five of the rate schedule. One step will occur annually on the employee's anniversary date.

**Custodial and Maintenance Wage Schedule**

	Probation Rate First 90 Days	Balance of First Year	Step II	Step III	Step IV	Step V
Custodian – 2008/2009	16.51	17.16	17.81	18.45	19.14	19.77
Custodian – 2009/2010	16.51	17.16	17.81	18.45	19.14	19.77

**Schedule of Wages**

Classification	2008/2009	2009/2010
Maintenance Helper I	21.06	21.06
Maintenance Helper II	21.44	21.44
Maintenance Helper III	21.76	21.76
Building Engineer	22.01	22.01
Assistant Maintenance Leader	22.29	22.29
Maintenance Leader	23.22	23.22

- D. Mileage will be paid when an employee is required and authorized by the Supervisor of Buildings and Grounds to use his/her personal vehicle during the performance of his/her responsibilities. The rate shall be established by the BOARD and requests must be submitted on forms furnished by the BOARD.
- E. A condition of employment for the day or afternoon shift shall be to maintain the necessary CDL-MDOT license/endorsements required by law to drive district vehicles. the board may choose to exclude an employee from this requirement.
- F. The BOARD will pay the retirement for the employee, beginning July 1, 1976.

### **SECTION III**

#### **Food Service Employees**

##### **Article I**

##### **Hours of Employment**

- A. The regular hours for part-time employees under this section shall be consecutive, regular and consistent, within the eight (8) hour day.
- B. The work schedule shall be established at the beginning of the year. Such schedule shall be posted and distributed to employees covered under this section of the Agreement. It shall list each employee and the hours and times scheduled.
- C. Schedules shall be regular and consistent and will not be changed indiscriminately. It is understood that the BOARD may be required to change hours and starting times to meet the needs of the program. When such need does arise, the change shall be discussed with the UNION steward.
  - 1. During the school year when student testing takes place (i.e., at High School), limited staff may be required, therefore, hours will be assignment by seniority and overtime rotation.
- D. Any vacancy shall be posted within ten (10) days.
- E. Food Service employees may volunteer to be trained as bus drivers. The district will provide the necessary training and will pay for the employee's physical and CDL license. Once trained, these employees will be used as substitute drivers provided that the driving does not conflict with their food service scheduled responsibility.

**SECTION III**  
**Article II**  
**Overtime**

- A. All employees covered under this section of the Agreement, who work in excess of eight (8) hours in one day, forty (40) hours in one week and/or Saturdays, shall be paid at one and one-half (1½) times their regular rate of pay. Sundays and holidays for which they should receive holiday pay, shall be paid at twice their regular rate for such work, in addition to any holiday pay.
- B. All employees in the same classification, will rotate jobs which require overtime. An employee who starts a particular task, which later requires overtime, shall complete that task without rotating.
- C. Excused absences, holidays and other valid absences shall be considered as hours worked for the purpose of computing overtime, to the extent of hours regularly scheduled for that employee.
- D. Where practical, employees shall be given twenty-four (24) hours notice of overtime work.
- E. Elementary kitchen employees will not be charged overtime (extra hours) when filling in for high school employees when the elementary schools have conferences.

**SECTION III**  
**Article III**  
**Uniforms and Meal Allowance**

- A. Shoe allowance shall be \$75 every two years (for all employees). Three (3) uniforms, per year, will be provided by the BOARD for all food service employees, except the Head Cook, who shall receive five (5) uniforms. All employees shall be required to wear the work uniform supplied by the BOARD during the entire work shift.
- B. Meal Allowance: At the food service employee's option, a school lunch will be provided, without cost.

**Section III  
Article IV  
Holidays**

- A. All food service employees shall be granted time off without loss of pay, providing the employee worked the last scheduled work day before and the first scheduled work day after the holiday, for each of the following holidays. If the employee is sick, with proof from the doctor, the day before and after work rule shall not apply.

Labor Day	New Year's Eve*
Thanksgiving Day	New Year's Day *
Friday after Thanksgiving	Good Friday
Christmas Eve*	Monday after Easter
Christmas Day*	Memorial Day
Birthday*	

- B. Whenever any of the above starred (\*) days fall on a Saturday or Sunday, the Friday before or the Monday succeeding shall be a general holiday unless school is in session. If a scheduled school day conflicts with an adjusted holiday, a day off (with pay) will be granted at a mutually agreeable time.
- C. On Professional Development Day, food service employees will also have an in-service day. In addition to in-service day, two (2) work days will be scheduled for high school food service workers on days that the building is closed for half-day sessions. Assignments on these days will be determined by the Food Service Manager.

**Section III  
Article V  
Schedule of Wages**

- A.

Classification	2008/2009	2009/2010
<b>Cafeteria Helper – hiring rate</b>	13.67	13.26
<b>Cafeteria Helper – max 90 days</b>	14.19	13.76
<b>Head Helper – hiring rate</b>	14.74	14.30
<b>Head Helper – max 90 days</b>	15.29	14.83
<b>Cafeteria/Cook Leader</b>	16.96	16.96
<b>Cafeteria Driver</b>	14.65	14.21

- B. The BOARD will pay retirement for the employee.
- C. Students will not operate any food service program cash register.
- D. **LUNCH DRIVER:** Shall hold the necessary CDL-MDOT license/endorsements required by law to drive district vehicles, delivering lunch carts to satellite buildings each day. May also be required to drive a bus as assigned. Food Service employees will have priority in bidding as this position becomes vacant.

In the event the Café lunch driver is absent on a daily basis, the position will be covered by one of the following: Groundskeeper, Transportation Coordinator/Maintenance/Mail Warehouse, and Maintenance.

The current practice of four (4) hours for the lunch driver is to be reduced by one-half (½) hour. Any additional time required will be marked and paid accordingly.

**Section III**  
**Article VI**  
**Seniority and Promotion**

- A. Food Service employee seniority is limited to the Food Service Department. Seniority earned does not qualify employees for promotion in the remaining custodial/maintenance/transportation classifications. All vacancies that become available in the other classifications will be posted to Food Service employees according to the current established posting procedures. Food Service employees will be given consideration for positions prior to the employment of outside personnel.

**SECTION IV  
TRANSPORTATION EMPLOYEES**

**Article I**

**Hours of Employment**

- A. Prior to the start of school, all transportation employees will report to work for one day to clean and prep buses for the start of the school year. The Transportation Coordinator will schedule the day and notify the drivers.

The work schedule (pre-packaged basic runs) shall be established, and posted by the Transportation Coordinator prior to the beginning of the school year. Drivers will then bid on a basic run by seniority, using the transportation employees' seniority list. After school starts, Voc Ed runs will be chosen by seniority, and added onto the driver's basic run, using the transportation employee seniority list.

If, after the fourth week of the start of the first or second semester, previous runs change by more than thirty (30) minutes, a driver will have two options:

1. He/she may pick one or more Voc Ed runs from someone below them in seniority.
2. He/she may opt to take the entire run of someone with less seniority. The entire run would mean a pre-packaged basic run, plus the Voc Ed runs.

**SECTION IV**

**Article II**

**Holidays**

- A. All transportation employees shall be granted time off, without loss of pay, providing the employee worked the last scheduled work day before and the first scheduled work day after the holiday, for each of the following holidays. If the employee is sick, with proof from the doctor, the day before and after work rule shall not apply.

Labor Day	New Year's Eve *
Thanksgiving Day	New Year's Day*
Friday after Thanksgiving	Good Friday
Christmas Eve*	Monday after Easter
Christmas Day*	Memorial Day
Birthday*	

- B. Whenever any of the above starred (\*) days fall on a Saturday or Sunday, the Friday before or the Monday succeeding shall be a general holiday unless school is in session. If a scheduled school day conflicts with an adjusted holiday, a day off (with pay) will be granted at a mutually agreeable time.
- C. When a driver's regular run and their Voc Ed run conflict, then the driver will cover his/her regular scheduled run, and a different driver will cover the Voc Ed runs.

**SECTION IV**  
**Article III**  
**Seniority and Promotion**

- A. Transportation employee seniority is limited to the transportation classification. Seniority earned does not qualify employees for promotion in the remaining custodial/maintenance/food service classifications. All vacancies that become available in the other classifications will be posted to transportation employees according to the currently established posting procedures. Transportation employees will be given consideration for positions prior to the employment of outside personnel.

**SECTION IV**  
**Article IV**  
**Miscellaneous Provisions**

- A. The BOARD shall pay all licensing and training costs required for bus driving.
- B. The Supervisor of Buildings and Grounds, the Local Union President and the Council 25 Representative will meet with a committee of Transportation employees to establish consistent work procedures and to discuss issues as they relate to the Transportation Department.

**SECTION IV**  
**Article V**  
**Schedule of Wages**

Classification	2008/2009	2009/2010
Transportation Bus Driver	15.15	14.70
Transportation Dispatcher		16.20



**SOUTH LAKE SCHOOLS**  
**Custodian, Maintenance, Food Service, Transportation Employees**  
**2008 - 2010**

This Agreement shall be effective as of the **1<sup>st</sup> day of July, 2008**, and shall remain in full force and effect until the **30<sup>th</sup> day of June, 2010**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, ninety (90) days prior to **June 30, 2010**, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to **June 30, 2010**, and this Agreement shall remain in full force and be effective during the period of negotiations until a new Agreement is reached or until written notice of the termination of this Agreement is provided the other party in the manner set forth in the following paragraph.

In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the stated termination date, but not before **June 30, 2010**.

**COUNCIL 25**

**LOCAL 2457**

**BOARD of EDUCATION**

\_\_\_\_\_  
Don DiDomenico, President 2457

\_\_\_\_\_  
Karla Anderson, President

\_\_\_\_\_  
Joseph Harrier

\_\_\_\_\_  
Allan Innes, Vice-President

\_\_\_\_\_  
Garry Bischoff

\_\_\_\_\_  
Lois Cardenas, Secretary

\_\_\_\_\_  
Joann Smith

\_\_\_\_\_  
Paula Mack-Crouchman, Treasurer

\_\_\_\_\_  
Melody Bugni

\_\_\_\_\_  
Vince Marino, Trustee

\_\_\_\_\_  
Terrie Campbell  
Council 25 Representative

\_\_\_\_\_  
Ellen Dunn, Trustee

\_\_\_\_\_  
Christi Franklin, Trustee

\_\_\_\_\_  
Deborah L. Thompson, Superintendent

\_\_\_\_\_  
Ted VonHiltmayer, Director of Human Resources

\_\_\_\_\_  
Matthew D. Dishman, Director of Operations

MD/klf

## **APPENDIX A**

### **TRANSPORTATION EMPLOYEE ABSENCE PROCEDURE**

When a driver is off for up to four (4) days, the scheduled run shall be covered by the highest seniority unassigned driver, and piecemeal any remaining runs up by seniority amongst the other drivers. Anything that cannot be covered will go to the Food Service bus drivers.

When a driver has been off for four (4) consecutive days, their scheduled run will go up for bid, along with succeeding bids on the fifth (5<sup>th</sup>) day and then filled on the sixth (6<sup>th</sup>) day.

When a driver is out for a planned leave of absence, or more than five (5) days, the same bidding procedures will take place, but filling the positions will occur on the first day. The open position would have to be an increase of thirty (30) minutes or more, daily, for a person to bid on a job.

# **LETTERS OF AGREEMENT**