

CONTRACT
BETWEEN THE
SOUTHGATE LABOR SUPPORT STAFF
TEAMSTERS 214
AND THE
SOUTHGATE COMMUNITY
SCHOOL DISTRICT

JULY 1, 2011 - JUNE 30, 2013

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AGREEMENT

This Agreement between the Southgate Community School District (hereinafter referred to as the Employer) and the Southgate Labor Support Staff Teamsters 214, (hereinafter referred to as the Union) will consist of general provisions and Articles 40s, Articles 60s and Articles 80s. The provision of these Articles (40s, 60s and 80s) is not interchangeable and no provision in one Appendix will be construed to apply to employees covered by other Appendices.

PURPOSE AND INTENT

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

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

To establish this proper service the parties recognize the need for trust and cooperation. In order to deal with school improvement activities and create a positive learning environment the parties must develop a culture which believes that "It takes a whole village to educate an individual." Translated we all play a very important role in our learning community which includes Support Personnel. It is agreed that the basis for decisions will be the underlying standard, "What is best for students." A win philosophy will be necessary if we are going to become the exemplary learning community that our society is demanding.

ARTICLE 1. UNION RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees included in the bargaining unit as described below:
- 1.2 Employees employed in wage classifications set forth in Food Service Department (Articles #60s) who are regularly scheduled to work two (2) hours or more per week.
- 1.3 Employees employed in wage classifications set forth in Transportation Department (Articles #80s) who are regularly scheduled to work five (5) hours or more per week.
- 1.4 Employees employed in wage classifications other than the classifications set forth in Food Service Department (Articles #60s) and Transportation Department (Articles #80s), or who are not regularly scheduled or who work less than the required hours will not be included in the bargaining unit and will not be covered by the provisions of this Agreement.

ARTICLE 2. AID TO OTHER UNIONS

- 2.1 The employer will not aid, promote or finance any labor organization which seeks to represent employees covered by this Agreement nor will the employer make any Agreement with another labor organization covering employees represented by the Union.

ARTICLE 3. UNION SECURITY AND AGENCY SHOP DUES AND FEE DEDUCTIONS

- 3.1 It shall be a condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the uniform dues or a service fee not greater than the Union dues for the cost of negotiating and administering this Agreement.
- 3.2 Any employee, who has failed to either maintain membership or pay the required service fee shall not be retained by the Employer, provided, however, no employee shall be terminated under this Article unless:
 - A. The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Employer in the event compliance is not effected.
- 3.3 Failure of an employee to pay dues or a monthly service fee toward the negotiations and administration of the Agreement shall be recognized as reasonable and just cause for discharge unless the employee complies prior to the time he/she is discharged.
- 3.4 The discharge of an employee for failure to pay Union dues or service fees shall not be subject to the grievance procedure.
- 3.5 The Employer will deduct or cause to be deducted from the pay of each employee covered by this Agreement, all current membership dues and initiation fees and service fees; provided, that at the time of such deduction there is in the possession of the employer, a subsisting written assignment executed by the employee authorizing such deduction.
- 3.6 The deduction shall be made from the employee's pay in a calendar month. If the employee has no pay coming for such month, no dues or service fees shall be deducted.
- 3.7 All sums deducted shall be remitted to the Treasurer of the Union accompanied with a list for whom deductions have been made, as soon as possible after the first pay day of the month.
- 3.8 The Union shall indemnify and save the School District harmless against any and all claims, demands, suits, judgments, damages or other forms of liability or expense that may arise out of or by reason of action taken by the School District for the purpose of complying with this Article.

ARTICLE 4. STEWARDS

- 4.1 Employees employed in the classifications set forth in Food Service Department (Articles #60s) shall be represented by two stewards who shall be regular seniority employees working in a classification set forth in Food Services Department (Articles #60s). Bus drivers and aides shall be represented by two stewards who shall be a regular seniority employee working in the bus driver and aide classification as set forth in Transportation Department (Articles #80s).
- 4.2 The Local Union appropriate steward, during working hours, without loss of time or pay, may investigate and present grievances to the employer after securing permission of the immediate supervisor. If the immediate supervisor is not available, then his/her immediate supervisor shall be contacted to secure permission.
- 4.3 The Union shall notify the employer of the names of the stewards within one week after their election, selection or appointment. Such notification shall be in writing.
- 4.4 Any additional representation shall be subject to the mutual agreement of both parties.

ARTICLE 5. SPECIAL CONFERENCES

- 5.1 Conferences for important matters may be arranged between the Local steward or his/her designated representative and the Superintendent or his/her designated representative. The Local steward and up to seven designated representatives shall not lose time or pay if the conference is held during his/her normal working hours. This meeting may be attended by a representative of the Council and/or a representative of the International Union or, in their absence, another bargaining unit representative designated by the local steward.

ARTICLE 6. UNION BULLETIN BOARDS

6.1 The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events
2. Notice of elections
3. Notices of results of elections
4. Notices of meetings

6.2 A copy of notices will be forwarded to the Employer.

ARTICLE 7. GRIEVANCES AND ARBITRATION

7.1 A grievance is defined to be any difference or complaint based upon an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency, where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by the Agreement.

7.2 Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Union provided the Union is given the opportunity to be present at such adjustment.

7.3 Procedure:

A. Step 1. An employee having a grievance shall first present the grievance in writing, on form provided by the Union, to his/her immediate supervisor within ten (10) days after the occurrence of the alleged violation of the contract. The grievance shall state the facts giving rise to the grievance, the date the grievance occurred, the articles and sections of the contract alleged to be violated, and shall be signed by the employee and/or Local Union steward.

Within ten (10) days following receipt of the grievance, the supervisor shall mail or deliver to the employee a written answer.

B. Step 2. If the employee is not satisfied with the supervisor's written answer or if no answer was given by the supervisor within the time limit, the employee may appeal the grievance to the Superintendent of Schools by filing the grievance with the Superintendent's office within five (5) days following receipt of the supervisor's answer, or if no answer is given, within five (5) days from the date the answer should have been given.

Within ten (10) days, the Superintendent or a designee shall meet with the Union at its request to discuss the grievance and the Superintendent or a designee shall answer the grievance within ten (10) days following the meeting or the receipt of the grievance, whichever is later, by mailing or delivering the answer to the employee.

C. If the grievance is not resolved in Step 2 and the grievance involves an alleged violation of a specific Article and Section of this Agreement, then the Union may submit the grievance to arbitration by filing a Demand for Arbitration, with a copy to the Assistant Superintendent, with M.E.R.C. within thirty (30) days after the decision is rendered in Step 2, or if no answer was given, within thirty (30) days following when the answer was due. The Demand for Arbitration shall be signed by the Union, shall specify the Articles and Sections of the Agreement alleged to be violated by appropriate reference, shall specify the relief requested and shall in all other respects be in compliance with the rules of M.E.R.C.

ARTICLE 7. GRIEVANCES AND ARBITRATION (Continued)

The arbitrator shall be selected, the arbitration shall be conducted under the rules of the M.E.R.C. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine the decision to the sole question of whether or not there has been a violation of this contract. The arbitrator shall have no power to alter, add to or subtract from the terms of this contract.

- 7.4 There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth in this Article. It shall be final and binding upon the Union, its members, the employee involved and the Employer.
- 7.5 In the event of a discharge or a suspension of a non- probationary employee, a grievance may be initiated at Step 2 of the grievance procedure by the employee filing a grievance with the Superintendent's office within five (5) days of the discharge or suspension. Thereafter Step 2 and all other steps of the grievance procedure shall apply.
- 7.6 Any grievance not timely filed or presented, and any grievance not advanced to the next step by the employee and/or Union within the applicable time limit, shall be deemed abandoned, shall not thereafter be processed or be grievable, and shall be considered settled on the basis of the last answer of the Employer. Time limits may be extended by the Employer and the Union, in writing, and the new date shall prevail.
- 7.7 Any agreement reached between the Employer and the Union is binding on all employees affected, and cannot be changed by an individual.
- 7.8 Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed. Provided, however, this provision shall not be applicable during any mutual written extension of the collective bargaining agreement.
- 7.9 Except in the case of payroll error, the Employer shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any other source during the period of back pay.
- 7.10 No grievance shall be filed or processed further by an employee or the Union after the effective date of the aggrieved employee's resignation.
- 7.11 No more than one such grievance or dispute may be submitted in an arbitration proceeding at one time, except in the case of a class action grievance involving the same violation covering multiple employees.

ARTICLE 8. PROBATION AND SENIORITY

- 8.1 All the employees hired in a department shall be considered as probationary employees for the six months of calendar days and there shall be no seniority among probationary employees. On the sixty-first (61st) calendar day the probationary employee shall receive fringe benefits as listed in the Collective Bargaining Agreement as per department.
- 8.2 The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment. However, during the probationary period, the employer shall have the sole right to discharge, discipline, transfer, demote or layoff employees for any reason, except for Union activity, without regard to provisions of this Agreement and no grievance shall arise therefrom.
- 8.3 Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force and there shall be no requirement for the employer to rehire. In the event they are rehired at a later date, they shall then be treated as a new employee.
- 8.4 For all purposes of this Agreement, departmental seniority shall apply and shall be determined as follows:
 - A. After successful completion of the probationary period in that department, a departmental seniority date shall revert back to the first day of regular employment. In the event more than one employee has the same seniority date in that department, the Union shall conduct a drawing among the affected individuals to determine the correct position on the seniority list.
- 8.5 In September and March of each fiscal school year, the employer will provide the Local Union steward a seniority list showing the names, job title, and seniority date of seniority employees. The most recent list submitted to the Union steward be conclusive as to the seniority date and department seniority date of a listed employee unless the Union notified the personnel office, in writing, within 15 calendar days after receipt of the lists that a particular employee's seniority date is not listed accurately.
- 8.6 No employee who has been laid off and returns after rehire to a department in which he/she has already successfully completed the probationary period shall be required to serve an additional probationary period in that department in the classification from which he/she was laid off.

ARTICLE 9. LOSS OF SENIORITY

- 9.1 An employee shall be terminated and lose his/her seniority rights if he/she:
- A. Quits;
 - B. Is a probationary employee and is discharged;
 - C. Is an employee and is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
 - D. Is laid off for the length of his/her seniority, not to exceed his/her seniority.
 - E. Fails to return to work when recalled from layoff as set forth in the recall procedure;
 - F. Fails to notify the Employer of his/her acceptance, in writing, by certified mail, return receipt requested, within ten (10) days after notice of recall;
 - G. Is absent for more than two (2) consecutive working days without a valid reason for the absence;
 - H. Is absent for more than two (2) consecutive working days without notice to the Employer in accordance with the provisions of Article XXV.5 of this Agreement;
 - I. Fails to return from an authorized leave of absence, vacation or sick leave at the designated time unless the designated time has been mutually extended, in writing, by the employee and the Employer;
 - J. Is absent for three (3) or more days in a calendar month without notice to the Employer in accordance with the call-in procedure set forth in Article XXV.5 of this Agreement.
- 9.2 If an employee is terminated pursuant to E, F, or G above, but there are extenuating circumstances, then the matter shall be considered in a special conference pursuant to Article V, but the decision of the Superintendent of Schools or his/her designee regarding the termination shall be final.
- 9.3 It shall be the responsibility of each employee to notify the employer of any change of address or telephone number. The employee's address and telephone number as it appears on the employer's records shall be conclusive when used in connection with the layoffs, recall, or other notices to employees.

ARTICLE 9. LOSS OF SENIORITY (Continued)

9.4 A. Transfer - Bargaining Unit Seniority - Out of Unit

An employee who accepts a position outside of the bargaining unit and returns to the bargaining unit within 30 days will not suffer a loss of seniority. After 30 days, they can only return to an open position in the bargaining unit, if qualified, and will suffer a loss of all prior Board seniority. This clause shall not be construed to limit the Employer's right to terminate the employee for any reason while assigned to a job outside the bargaining unit, and without the consent of the Employer, the employee shall have no right to return to the bargaining unit or to process any grievance under the grievance procedure.

B. Transfer - Bargaining Unit Seniority - Within Unit

If an employee is transferred from a department and is employed in another department in the bargaining unit, the employee's seniority in the department he/she was transferred from shall be frozen.

In the event an employee is laid off from the new department, or is terminated during the probationary period in that department, then the employee may exercise his/her frozen seniority to bump the lowest departmental seniority employee in his/her previous department. Provided, however, this right of return shall not be applicable if the probationary employee was discharged and the discharge would have been for cause had the employee been a seniority employee.

C. Frozen seniority, for purposes of 9.4 B only, shall mean that the employee's departmental seniority date shall be moved forward for each day the employee remained transferred outside his/her original department.

ARTICLE 10. LAYOFF AND RECALL

10.1 Employees to be laid off for an indefinite period of time from their respective department will have at least thirty (30) calendar days notice of layoff. The Local Union steward shall receive a list from the employer of the employees being laid off on the same date notices are issued to the employees. Vacation days may be used if the employee desires.

10.2 Employees to be laid off for a definite period of time, because of emergencies or unusual conditions will be given forty-eight (48) hours notice prior to the layoff. The length of layoff will be told the employees. Vacation days and personal business days may be used if the employee desires.

10.3 In the event of a layoff, the following procedures will be followed:

A. Employees will be laid off in the Transportation Department in the following manner:

1. Probationary employees within the affected classification in the department will be laid off first.

Intent to bump must occur within five (5) days of layoff notices given.

2. Seniority employees within the affected classification in the department will be laid off next, starting with the employee with the least Departmental seniority in the classification affected.
3. A seniority bus driver laid off from his/her classification may bump an aide who has less departmental seniority.

B. Employees will be laid off in the Food Service Department in the following manner:

1. Probationary employees within the department will be laid off first.
2. A seniority employee who is displaced from his/her own classification may exercise his/her seniority to displace the least senior employee with the most hours in another equal or lower rated classification within the department. Provided he/she is qualified and capable of performing the work of the employee he/she is displacing:

Food Delivery
Assistant Manager
Elementary Manager
Kitchen Helper / Cashier

LAYOFF AND RECALL (continued)

- 10.4 Intent to bump must occur within five (5) days of layoff notices given. When the work force is increased within a department after a layoff, employees will be recalled to the classifications laid off from in accordance with their departmental seniority, starting with the most senior first. Notice of recall shall be sent to the employee at the last-known address by registered or certified mail. If an employee fails to respond to notice of recall within ten (10) days from date of mailing of notice, the employee shall be considered to have resigned. Extensions may be granted by the employer in proper cases.
- 10.5 It is understood that a temporary suspension of operations due to such things as a labor dispute, governmental order, civil disorder, or other conditions beyond the control of the employer (including such things as fire, flood, power failure), shall not be considered a layoff for purposes of this article and adjustments to the work force may be made without regard to the above provisions. Provided however, if a temporary suspension is in excess of five (5) consecutive workdays, then the layoff provisions of paragraphs 1 through 5 above shall be applicable.
- The School District agrees to meet with the Union to discuss its plans should there be a temporary suspension of operation under this paragraph, for example, the Asher semester break.
- 10.6 In the event of a job elimination in Food Service, the person who held the 'eliminated' position shall have the right to return to that job if it is posted within a two-year period (whether the title has changed or not), and shall be restored to their previous rate of pay and benefits and any additional increases.

ARTICLE 11. VACANCIES

11.1 When the Superintendent of Schools or his/her designee declares a vacancy in the bargaining unit, the Local Union steward will be notified and a notice of the job vacancy will be posted on the employee bulletin board and/or through email, in each department, for five (5) workdays. The notice shall set forth a description of the job, the qualifications for the job, the hours and shift, location, zone and rate of compensation. Present employees in the department where the vacancy exists and who possess the ability and qualifications of the job, shall bid on such vacancy during the five (5) workdays the notice is posted and no bid made after the expiration of the five (5) workdays will be considered in filling the vacancy.

If a position is vacant due to a death, retirement, quit, discharge, promotion, or transfer, but is not declared vacant by the School District, the Union shall be notified and upon the Union's request, a conference will be held with the Superintendent or his/her designee to discuss the filling of the vacancy; but, the decision of the Superintendent or his/her designee shall be final.

When ability and qualifications are equal among the applicants, the following procedure shall apply:

- A. The vacancy shall first be filled by the highest departmental seniority employee with the ability and qualifications bidding within the same department as the vacancy.
- B. If the vacancy is not filled pursuant to Section I above, then the District hire an employee from another department or a new employee.

Any employee selected pursuant to sub-paragraph 11.1 A. above shall be given a trial period not to exceed sixty (60) working days to determine if he/she is capable of performing the work. During a trial period, the School District only may disqualify the employee at any time and no grievance shall arise; but, the employee shall be allowed to return to his/her original classification. During the trial period, employees will receive the rate of pay of the job they are performing. At any time during the first ten (10) days of the trial period, the employee may voluntarily return to his/her previous position. A conference will be held at the employee's request to discuss the disqualification and a written description of the reason for the disqualification. Any employee selected pursuant to sub-paragraph 11.1 B. above shall be deemed to be in a period of probation as provided for in Article 8.1 and the provisions of Article 8.2 shall be applicable.

The provisions set forth above shall not apply in the event an employee on layoff is recalled to a vacancy within his/her classification, or a transfer.

ARTICLE 11. VACANCIES (Continued)

11.2 In order to avoid multiple postings, at the time of any posting pursuant to paragraph 11.1 above, all employees desiring to transfer to different classifications, shifts, or buildings within their same department must submit their request in writing to the Food Service Director or Transportation Coordinator within the five (5) workdays of the posting of the original vacancy. If filling the original vacancy pursuant to 11.1 above creates another vacancy in the same department, then that vacancy and all subsequent vacancies in that department shall be filled as follows:

- A. When ability and qualifications are equal among the applicants desiring to transfer, then the vacancy shall first be filled by the highest departmental seniority employee with the ability and qualifications who has made a timely application for transfer.

- B. If the vacancy is not filled pursuant to Section I above, then the District may hire an employee from another department or a new employee. When qualifications are equal among applicants, the union applicant will be awarded the position. when it is determined that a union applicant is not qualified, the district will indicate the reason why, in writing.

Any employee selected pursuant to 12.2 A. above shall be given a trial period not to exceed thirty (30) working days to determine if he/she is capable of performing the work. There shall be no trial period for employees moving to a different position in the same classification.

During a trial period, the School District only may disqualify the employee at any time and no grievance shall arise, but the employee shall be allowed to return to his/her original classification. During the trial period, employees will receive the rate of pay of the job they are performing. At any time during the first ten (10) working days of the trial period, the employee may voluntarily return to his/her previous position. A conference will be held at the employee's request to discuss the disqualification.

An employee selected pursuant to sub-paragraph 12.2 B. above shall be deemed to be in a period of probation as provided for in Article 9.1 and the provisions of Article 9.2 shall be applicable.

11.3 The steward shall receive copies of all transfers, new jobs, discipline, etc.

11.4 If an employee has already qualified for benefits by working in another department, he/she shall continue to receive at least those benefits during a probationary period in the new classification.

ARTICLE 12. SICK AND DISABILITY LEAVES

- 12.1 The Union recognizes the importance and necessity of attendance to the School District. The District has the right to investigate the pattern and/or excessive absenteeism which shall result in disciplinary action. Further the Board may request and require reasonable proof of either an employee's ability or inability to return to work.

Disciplinary action will be progressive for just and proper cause. Prior to issuing said action, each case will be reviewed based upon its own merit.

Regular seniority employees shall earn and be credited with paid sick days based on one (1) day per month of employment with any unused sick days accumulative in the employee's sick day bank to 250 days (pro-rated based on hours as reported to the ORS (Office of Retirement Services)).

However, at the beginning of the fiscal year, seniority employees are credited in advance with five (5) sick days and again on January 1st of each year, seniority employees are credited in advance with an additional five (5) or seven (7) sick days depending on school year worked. A seniority employee shall not be advanced sick days unless he/she signs a wage deduction authorization form allowing the School District to deduct from his/her wages, upon termination of employment, payment for advanced sick days which have been taken but not earned.

- 12.2 A paid sick day shall be determined by multiplying the employee's hourly rate times the employee's normally scheduled hour of work on that day of absence (i.e., excluding all hours which are scheduled on the day of the absence but which are beyond the normally scheduled hours).

- 12.3 Paid sick days will be granted for personal illness, injury or disability and for illness in the immediate family/step-immediate family. Immediate family/step-immediate family is defined as mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents or dependent member of the employee's immediate household.

A quarantine declared by the County or State Health Department for contagious disease which may endanger the health of pupils and employees will not be deducted from sick leave.

- 12.4 Any seniority employee whose personal illness or disability extends beyond the period compensated under .1 above shall be granted a health leave, upon written request, and a physician's recommendation, for the time period necessary for the employee to recover from the illness or disability, but in no event shall the leave extend beyond a maximum of one (1) year without the approval of the Board of Education, or its designee. Any health leave granted under this section shall be without pay, fringe benefits (except as may otherwise be provided for in the Appendices, or sick day accrual, but seniority shall continue to accrue).

ARTICLE 12. SICK AND DISABILITY LEAVES (Continued)

- 12.5 The following long-term leaves of absence shall be granted without pay or fringe benefits except as provided by the Family Leave and Medical Act (FLMA) according to the provisions set forth below:
- A. A family care leave of absence to care for a sick husband/wife, son/daughter, provided the employee has submitted written medical documentation by the attending physician that the leave is consistent with provisions under FLMA, for one (1) full semester, one (1) full school year, or the balance of a school year/ semester.
 - B. A child care leave of absence to care for an employee's newborn child, or newly adopted child, provided the employee has submitted a written request for the leave sixty (60) calendar days prior to the date of expected birth or, in the case of adoption, as soon as possible, and the leave is consistent with provisions of FLMA, for one (1) full semester, one (1) full school year, or the balance of a school year/semester. If an employee's leave of absence is for one (1) full school year, or the balance of a school year, then an additional one (1) full school year will be granted if requested in the original application form.
- 12.6 The Superintendent, or his/her designee, may, at any time during the leave, require an employee to submit from his/her physician pertinent medical records and, at the District's expense, to be examined by a District-appointed physician, psychologist or other professional to determine if the employee is disabled, mentally or physically, or ill to the extent he/she is unable to perform his/her normal daily duties and functions. The Superintendent or his/her designee may periodically require the employee, at the employee's expense, to submit a physician's statement verifying the continued medical necessity for the employee's absence.
- 12.7 Any leave connected with illness must be substantiated by a physician's statement. An employee returning to work after a medical leave (physical or mental) shall present a written statement from a physician attesting to the employee's ability to perform his/her work. The School District reserves the right to have an independent examination by a District-appointed physician, psychologist, or other professional for clearance before permitting an employee to return to work. The cost of this checkup will be borne by the School District.
- 12.8 Employees will be paid 1/3 of accumulated sick leave days and personal days upon their separation, 1/2 upon death and 1/4 on quitting. Retirement shall be defined to mean an employee who is eligible to commence receiving and submits documentation that he/she will actually receive pension benefits from the Michigan School Employees Retirement Fund within thirty (30) days following termination of employment.

ARTICLE 12. SICK AND DISABILITY LEAVES (Continued)

- 12.9 An employee who is absent for five (5) consecutive work days may be required to submit a physician's statement, at the employee's expense, verifying the illness or disability. The School District may require additional medical statements, at the employee's expense, on a monthly basis. Before returning to work, an employee shall be required to submit a physician's statement, at the employee's expense, certifying the employee's ability to return to his/her normal duties.
- 12.10 Upon notice to the Union, the School District may require an employee to be examined by a District- appointed hospital, physician, or other trained professional, to determine if the employee is disabled or ill.

In addition to the employee authorizing such examinations as the physician or professional deems necessary, the employee shall permit any School District-appointed physician or professional to secure copies of his/her pertinent medical records.

If the employee is placed on an involuntary medical leave of absence, or if an involuntary medical leave of absence is being considered by the School District, and the employee and Union dispute the medical evidence, the School District and Union shall jointly agree upon a hospital, physician, or other trained professional to conduct further examinations. The cost of the neutral hospital/professional shall be shared equally by the School District and the Union.

CALL OFF PROCEDURE: When an employee is unable to be at work on a day that he/she is scheduled, he/she shall contact the person and / or the School District answering service, AESOP or current procedure designated by the Human Resources as soon as possible, but in any event, one hour prior to his/her starting time and set forth the reasons for his/her absence. In the event the employee knows that he/she will not be able to return to work his/her next scheduled day, he/she shall report this fact to his/her supervisor before 2:00 p.m. of the day of his/her absence. Failure to follow the above referenced call-in procedure shall mean that the absence shall be unauthorized and the employee shall not be paid for that day.

ARTICLE 13. PERSONAL BUSINESS LEAVES

- 13.1 Personal business leave of three (3) days each year without loss of pay or deducted from sick leave shall be granted in cases where such business cannot be conducted after work hours or on weekends. Personnel requesting business days shall give adequate notice together with a reason for the time off. Unused days will be converted to sick days. Personal business days shall not be used to extend a scheduled break unless there are extenuating circumstances.

ARTICLE 14. JURY DUTY

- 14.1 Judicial Leave - Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation and benefits for such time. An employee granted Judicial Leave shall forward to the district any pay received for attendance at the proceeding. The member shall retain any payment for mileage.

ARTICLE 15. LEAVE FOR UNION BUSINESS

- 15.1 Members of the Union elected as a delegate to attend the biannual international Union Convention shall be allowed time off without loss of time or pay to attend such convention. The length of time shall not exceed one week.
- 15.2 Up to five days personal leave, without pay, will be granted to Union officers for Union business upon receipt of a maximum of one (1) week's notice to Human Resources.
- 15.3 To an employee elected to a full-time public office or as an officer of the Southgate Labor Support Staff Teamsters 214 provided he/she has requested the leave in writing the year the leave is to commence and the leave is for one (1) term of the office.

ARTICLE 16. FUNERAL LEAVE

- 16.1 Any employee shall be allowed five (5) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family/step-immediate family. Immediate family/step-immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild or a dependent member of the employee's household. An employee shall be allowed one leave day in the event of a death of a relative, who is not a member of the immediate family, for the exclusive purpose of attending the funeral. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. Exceptions will be allowed for extenuating circumstances. The Local Union steward, or representative, shall be allowed one (1) funeral day in the event of a death of a member of the Union, who is a member of the District, for the exclusive purpose of attending the funeral. Exceptions will be allowed for extenuating circumstances.

ARTICLE 17. VETERANS - CALL UP

- 17.1 The School District agrees to follow applicable Federal and State statutes regarding Veteran reemployment and leave rights but an alleged violation of this Article may only be processed through Step 3 of the grievance procedure. Any further appeal shall be filed with the Federal or State Agency.
- 17.2 Any employee who once had achieved seniority and is reinstated in accordance with applicable veteran reemployment statutes will be granted, upon written request, a one year educational leave of absence to attend school full-time under applicable Federal Laws in effect on the date of this Agreement. The request for the educational leave must be made by the employee within 180 calendar days of reemployment and any leave granted shall be without pay or fringe benefits.
- 17.3 Seniority employees called up to "emergency duty" in the Armed Forces Reserves or the National Guard will be paid the difference between their reserve pay and their regular pay, not to exceed a 30 calendar-day period, provided proof of service and pay is submitted.

ARTICLE 18. OTHER LEAVES

- 18.1 Upon written application to the Superintendent of Schools, or his/her designee, leaves of absence without pay or fringe benefits may be granted without loss of seniority.
- A. Serving in any elected or appointed position (Public or Union);
 - B. Serving in an appointed position with the Council or International Union;
 - C. Prolonged illness in the immediate family.
- 18.2 A short term leave of absence with pay, not chargeable against the employee, shall be granted in the case of a Court appearance as a nonparty subpoenaed witness or as a party defendant when the lawsuit is incident to the employee's employment provided, however, that the District shall only be obligated to pay an amount equal to the difference between the employee's pay on a daily basis and any witness fee paid. When an employee receives a witness fee under this Section, he/she shall endorse the check over to the District and receive the regular paycheck.

Court appearances that result from the Union and/or employee filing an action against the School District and/or Board of Education, and court appearances as a party defendant when the employee is found or pleads guilty/no contest, or when the employee is found liable for intentional tortuous conduct (e.g., assault and battery), shall be excluded from coverage under this Section; but the employee may use personal business days.

ARTICLE 19. RATES FOR NEW JOBS

- 19.1 Five (5) working days or more prior to establishing a new classification, the District will notify the Union of the classification and rate of pay. In the event of a dispute, the District will pay the rate as posted and will continue to negotiate.

ARTICLE 20. WORKERS' COMPENSATION

- 20.1 An employee who is injured on the job which is compensatory under workers' compensation shall not be entitled to wages, sick days or sick accrual, paid holidays, paid vacation or vacation accrual, or other forms of compensation which may be provided for in this Agreement, but shall be paid in accordance with the State of Michigan Workers' Disability Compensation Act. An employee's entitlement to and the Employer's obligation to pay workers' compensation shall not be subject to the grievance procedure.
- 20.2 Sick leave will be used for on-the-job injury not covered by compensation. If compensation later covers on-the-job injury, the sick days will be returned to the employee's accumulation.
- 20.3 All employees must file an injury report at the time of its occurrence. In cases of severe accident, a fellow employee may fill out the required form. All injuries that require first aid or medical attention must be taken care of immediately by reporting to the emergency room of the designated hospital. Backdated injury reports will not be accepted except in cases of severe injury requiring hospitalization.
- 20.4 Employees injured on the job shall be paid in accordance with the State of Michigan Workers' Compensation Act.

In addition, employees injured and off work:

- 0 - 7 days, sick days are used;
- 7 - 14 days, reimbursement for sick days;
- Over 14, all sick days back to first day are reimbursed.

ARTICLE 21. BOARD RIGHTS

- 21.1 All management rights and functions, except those which are clearly and expressly abridged by this Agreement or any supplement to this Agreement, shall remain vested in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to management of the School District, establishment and enforcement of working rules, the assignment of work to employees, the right to hire, promote, discharge, discipline, layoff, and recall employees and to maintain discipline and efficiency, the scheduling of hours and shifts, the determination of the number and kinds of classifications to be established, or continued, the number of employees in such classifications and the work to be performed within the classification. It is understood and agreed that none of the above shall be exercised contrary to specific provisions of this Agreement.

ARTICLE 21. NO STRIKE - NO LOCK OUT

- 22.1 During the term of this Agreement, the Union will not cause or permit its members to cause nor will any employee of the bargaining unit take part in any work stoppage, strike, sympathy strike, slowdown, picketing, refusal to do assigned work or other interruptions of the work of the Employer.
- 22.2 The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages of any kind by notifying the Employee that it disavows these acts.
- 22.3 The School District agrees that during the life of this Agreement it will not lock out any of its employees.
- 22.4 Any employee or employees who engage in any such prohibited conduct under this Article shall be subject to discipline or discharge. The issue whether an employee has violated this Article may be grieved to arbitration; but, if the Arbitrator finds that there was a violation, then the Arbitrator shall have no authority to alter, amend, or reduce the disciplinary action or discharge.

ARTICLE 23. TEMPORARY ASSIGNMENT

- 23.1 If an employee is temporarily assigned work outside his/her regular classification for (2) two hours or less, then he/she shall be paid the rate of pay for his/her regular classification. If he/she spends more than two (2) hours performing work outside his/her regular classification, then he/she shall be paid from the first hour worked, the rate of pay for the temporary classification or his/her regular classification, whichever is higher, until he/she returns to his/her regular classification.

ARTICLE 24. MISCELLANEOUS PROVISIONS

- 24.1 Nothing contained herein shall be contrary to the Laws of the State of Michigan or the Laws of the United States of America. Any portion or article of this Agreement that is found to be contrary to law, including PA112, shall be deemed null and void for that particular portion or article only and shall not affect the remaining portions of this Agreement. If any portion is found to be contrary to statute, the parties to this Agreement shall convene to renegotiate that portion of this Agreement.
- 24.2 This Agreement supersedes and cancels all previous agreements between the parties, verbal or written, or based on alleged policies or practices.
- 24.3 The parties acknowledge that during the negotiations of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Union, for the life of this Agreement, each voluntarily and unequivocally, waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Provided, however, by mutual agreement of the parties, this Agreement may be reopened for negotiations, but any amendment or supplemental agreement shall not be binding unless executed in writing and ratified by both parties.
- 24.4 The use of words referring to the male gender in any article and/or section of this Agreement shall likewise be read to include the female gender.
- 24.5 The District shall comply with the Americans with Disabilities Act. Unless specifically set forth within the ADA regulations, employee(s) covered by this contract shall be entitled to all rights and benefits as contained within.
- 24.6 Proper attire as determined by the employer shall be required.
- 24.7 The parties recognize that State law requires that the following provision be included in this collective bargaining agreement: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. The Union does not agree that this provision is legal, and reserves its right to challenge the same.

ARTICLE 25. EFFECTIVE DATE, MODIFICATION OR TERMINATION AND NEGOTIATIONS

- 25.1 This Agreement shall become effective upon ratification by both parties and shall continue in full force and effect up to and including June 30, 2013.
- 25.2 This Agreement shall continue in effect for successive yearly periods after June 30, 2013, unless notice is given, in writing, by either the Union or the Employer to the other party at least one hundred and eighty (180) days prior to June 30, 2013 or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendments or termination as such notice may indicate, on June 30, 2013 or the subsequent anniversary date, as the case may be. In the event that one of the parties gives the one hundred and eighty (180) days notice to modify or amend, and the other party has not given notice to terminate, as set forth above, then the terms and provisions of the Agreement shall remain in full force and effect. Provided, however, either party may give subsequent notice to terminate on or after June 30, 2013 or the subsequent anniversary date, as the case may be, by giving the other party a ten (10) day notices in writing.
- 25.3 In the event either party gives at least a one hundred and eighty (180) day notice prior to June 30, 2013 to modify, amend or terminate this Agreement, then negotiations shall commence regarding successor agreement later than March 1, 2013.
- 25.4 The School District and the Union shall abide by the Americans with Disability Act, and the employer has the right to take those actions necessary to comply with the ADA.
- 25.5 Bargaining unit members shall not smoke on school property.

ARTICLE 26. TEMPORARY ON LOAN

- 26.1 A pool of temporary employees will be used on a rotating basis (where qualified) as needed to cover the absences of bus drivers/food services worker. Preference will be given to bargaining unit employees. When temporary help is needed in transportation or food services, the selected employee will be paid the posted rate for the position.

ARTICLE 27. EDUCATIONAL REIMBURSEMENT

27.1 Employee Eligibility: Full-time employees who have been with the District for at least one continuous year, with allowance for approved leave of absence, shall be eligible to receive tuition reimbursement for one course per semester up to a maximum of \$250.

27.2 Application for Reimbursement: Application for tuition reimbursement shall be made in writing by no later than ninety (90) days following the completion of the semester enrolled in. Such requests shall be submitted on a Reimbursement Request Form.

The maximum lifetime benefit a bargaining unit member may receive under this section is \$5,000.

Tuition reimbursement shall be available for courses not available through Adult and Community Education programs. Employees will take pre-approved classes to help upgrade the skills in performing their job function.

ARTICLE 28. SECTION 125 PLAN

The district shall provide to bargaining unit members a qualified plan under section 125 of the internal revenue code that includes the following:

- A. Cash option plan to all qualified employees (for cash in lieu of health insurance)
- B. Medical spending account (for medical costs not covered by insurance)
- C. Dependent care reimbursement
- D. Premium contribution plan (for those who pay a part of their health or other premiums)

Bargaining unit members selecting any of these benefits shall do so through a salary/wage reduction agreement.

ARTICLE 29. DISCIPLINE, DISCHARGE AND JUST CAUSE

No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges. Any such discipline, including adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed. Before issuing a reprimand about an employees job performance or inspection of work area, a union officer of effected department along with the Director of Foreman shall inspect area in question.

Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the Director of the Department taking the action. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Any issue that leads to a written discipline and is not called to the attention of the bargaining unit member within ten (10) work days may not be used in any disciplinary action against the bargaining unit member.

Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit members' personnel file, together with a copy of the written disciplinary action issued by the Director of the Department and/or Board.

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

- A. Verbal warning by appropriate Director of the Department.
- B. Written warning by appropriate Director of the Department.
- C. Written reprimand by appropriate Director of the Department.
- D. Suspension with pay pending a Just Cause hearing.
- E. Suspension without pay.
- F. Dismissal for just cause only.

* Zero Tolerance

The use of drugs or alcohol is prohibited and will be treated as just cause for dismissal.

FOOD SERVICE DEPARTMENT

ARTICLE 61. WORKING HOURS AND OVERTIME

- 61.1 Five (5) to eight (8) hours per day, for cafeteria managers. Two (2) hours to five and a half (5.5) hours per day helpers.
- 61.2 Time and one-half will be paid for time worked over eight (8) hours per day or forty hours per week.
- 61.3 Time and one-half on Saturday.
- 61.4 Double time on Sundays and holidays.
- 61.5 When additional time is required during the regular work week, then the additional time will be awarded on a rotating basis according to seniority, within a building.
- 61.6 A seniority employee whose hours are reduced by 25% or more from his/her own classification may exercise his/her seniority to displace the least senior employee with the most hours in another equal or lower rated classification within the department. Provided he/she is qualified and capable of performing the work of the employee he/she is displacing:
- Food Delivery
Assistant Manager
Elementary Manager
Kitchen Helper/Cashier
- 61.7 In the event a food service employee is required to work on a day that school is closed, they will be provided with one extra paid floating holiday for the first day worked, to be used with prior approval of the immediate supervisor.
- 61.8 When more than one person holds the same seniority date they will be placed on the seniority list according to a drawing that will be held in the Human Resource Office, consistent with other groups. Union leadership will be present.
- 61.9 If an employee is asked to work overtime and accepts, they must work their regular schedule shift on the day of the overtime or lose the overtime shift to the next person in line on the overtime list.

ARTICLE 62. HOSPITALIZATION, LIFE, AND LTD INSURANCE

62.1 Commencing on the 61st day, new employees shall be entitled to full fringe benefits.

All bargaining unit members who are employed by the District for six (6) hours a day and/or 30 hours a week shall be entitled to the following benefit.

The School District agrees to pay the cost for a health care benefit that will assure coverage for the employee and dependent family members. The District will provide coverage referred to as Blue Cross Blue Shield Community Blue PPO Plan 1. As of July 1, 2011 the co-payments associated with the PPO-1 Plan will be \$10/\$20/\$150 and an optional PPO-4 Plan has been added to the coverage for potential future use. The supplemental drug rider, will remain at \$10/\$10/\$40.

The benefits are offered only to those seniority employees that have a scheduled work assignment with a minimum of six hours a day and 30 hours per week.

An employee may elect to waive the coverage provided in 62.1 above which shall be available to any member of the bargaining unit eligible for such coverage. This benefit shall only be available to the employee who has or can obtain medical coverage from another source other than the Southgate Community School District.

62.2 The School District will select an insurance carrier and pay the premiums to provide \$20,000 of term life insurance for a seniority employee,

62.3 The District will select an insurance carrier and pay \$10.00 per month per full time employees who work thirty (30) hours or more a week toward the premiums to provide an LTD policy which contains, among other things, the following:

- A. 60% of salary;
- B. Benefit through age 65;
- C. 90-Day waiting period;
- D. Covers illness and injury.

Employees out less than one calendar year will return to their original position. Employees out longer will return to an open position or bump the lowest seniority person until September when they may return to their original position.

All subject to the policy issued by the insurance company. This plan is optional.

62.4 The benefits provided for in Article 62.3 above shall be subject to the terms and conditions specified in the School District's group insurance policy.

62.5 Dental / Vision buy-in with pre-tax dollars.

ARTICLE 63. HOLIDAYS

63.1 Seniority employees shall be paid their regular scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this Agreement for the following holidays:

New Years Day, Good Friday, Easter Monday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Years Day, 4th of July (if employee is working),

Martin Luther King Day and Election Day may be added dependent on district calendar.

provided an employee meets all of the following eligibility rules below:

A. The employee actually works all scheduled work hours on the work day before the holiday and all scheduled hours on the work day following the holiday unless the employee was on an employer approved paid day or scheduled leave.

During the school recess period between Christmas Day and New Year's Day, a seniority employee shall receive three (3) paid release days, provided he/she meets the eligibility rules set forth in Subparagraph (A) above.

Food Service employees may use up to three (3) personal days to receive pay for time not worked during the mid-winter break and/or spring break, if scheduled.

A seniority employee after twenty (20) years of full-time continuous service in the food service department, commencing the twenty-first (21st) year shall receive a paid release day for the date of his/her birthday; however, the employee may only take the day when school is not in session.

63.2 Should a holiday fall on Saturday, Friday shall be considered as a holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

63.3 One (1) release in-service training day during the school year. This day will be taken during the Easter break (Tuesday after Easter).

63.4 Food Service employees required by law to be certified shall be made whole for any time necessarily lost from their regularly scheduled work hours to obtain certification or re-certification.

ARTICLE 64. AFTER-SCHOOL FUNCTIONS

64.1 In order to be considered for after-school functions, the employee must be qualified for the assignment.

Qualifications shall be understood to mean experience in a position with duties similar to the duties required for the after-school function and experience with the equipment to be used.

64.2 An after-school-function sign-up sheet will be prepared each September. Interested employees may sign up at any time. Assignments will be made on a rotating basis, provided the employee possesses the ability for the performance of the assignment. Those signing up after September 30 will be last in the rotation. Employees selected to work after school functions shall be paid one and one half times their regular hourly rate for hours worked at the function.

64.3 The definition of after school functions shall mean when the function requires the use of the kitchen commercial oven, commercial pressure steamer, commercial mixer or dishwasher.

64.4 At any school function requiring food service staff, the following protocol will be in effect: the kitchen manager, or the next classification, from the kitchen where the event will take place will have the first opportunity to be in charge of the event. Additional personnel needed for the event will be assigned from the rotating overtime list.

ARTICLE 65. WAGE STRUCTURE

	<u>2010/11</u>	<u>2011 - 2013*</u>
Food Delivery	20.09	19.09
Assistant Manager	12.90	12.26
Elementary Manager	12.13	11.52
Kitchen Helper/Cashier	10.62	10.09

*The 2011/2013 pay scale will include a 5% wage concession for employees with no change in the permanent wage scale.

Assistant Manager (Grades 6 - 12): Must assist the manager in most aspects of the operations including daily planning for food supplies and necessary paperwork to conform with all present health department laws. Must be certified with the State health requirements and demonstrate competence in following all H.A.C.C.P. guidelines. Available to substitute in other positions.

Elementary Managers (Grades K - 5): Solely responsible for the availability of food supplies sufficient to serve students at lunch and breakfast. Prepare and serve menu items including the cleaning of the preparation and serving areas. Must be certified in all health department requirements.

Kitchen Helper/Cashier - Will assist in areas of preparation and serving of food including clean up of facilities. Solely responsible for the counting of cash receipts, preparation of bank deposit and filing of daily / monthly reports to the Business Office. Be able to perform leadership roles as the need arises.

Food Delivery - Qualifications: Must obtain a chauffeur's license, have a good driving record and the ability to operate the van and handle the food delivery equipment.

Transport food and supplies from warehouse to assigned schools including delivery and pickup of hot and cold food carts. Be capable to unload and place in inventory all food and supply deliveries that arrive at the warehouse. Assist with monthly inventories. Comply with all H.A.C.C.P. procedures as adopted by the District. Be able to perform special assignments within your classifications as assigned by the management team.

LONGEVITY will be paid on a separate check in December based on completion of years of service achieved as of June 30 of the previous fiscal year, and for subsequent years thereafter, as outlined in this agreement.

A year of service of a bargaining unit member is any year that the bargaining unit member was actively and continually employed by Southgate Community School District and has worked what would be considered full time for that collective bargaining unit of the Southgate Community School District. Years of service for a bargaining unit member will commence as of the initial date of hire in a bargaining unit. A bargaining unit member will not earn a year of service for any year during which the bargaining unit member was laid off, unless otherwise provided by law.

WAGE STRUCTURE (continued)

10 through 15 years	\$200.00
16 through 20 years	\$250.00
21 through 24 years	\$300.00
25 or more	\$500.00

Longevity will be determined by years of service with the District, not just by years of service in a bargaining group.

ARTICLE 66. UNIFORM ALLOWANCE

- 66.1 The District will reimburse each employee who is required to wear a uniform or outdoor gear at \$150.00 per year.
- 66.2 The District will provide the driver with a cell phone for district business only.

ARTICLE 67. SCHOOL CLOSINGS

- 67.1 If the Superintendent closes all school buildings, then employees scheduled to work that day shall receive up to their normal pay for that day determined by multiplying their regular straight time hourly rate times their regular scheduled hours of work. Provided, however, employees can only receive payment under this section up to two times each fiscal school year.
- 67.2 A personal business day may be used for a third day.

ARTICLE 68. MOVE UPS

- 68.1 After voluntary move ups in the kitchen are completed, seniority employees will be able to fill in on jobs with more hours if the regular employee is absent for ten (10) days or more and advance notice of the absence is given to the Coordinator. The Union will submit a list of employees who are available to fill in. Employees on the list will be called on a rotating basis. Subsequent openings shall be filled by a substitute.
- 68.2 When an employee changes classifications (moves up) for three hours or more, the employee shall receive the rate of pay for the higher classification. This exception to Article XXIV applies to the Food Service Department only.
- 68.3 When a regular van driver is off, a seniority employee will be able to fill in on the van job on a rotating basis, as long as they have the proper qualifications. The employee called will work that job for the duration of the absence. When an employee moves to the van job, they shall receive that rate of pay.
- 68.4 Sick day accumulation will be at the rate of the move up position after 15 days in the position. These accumulated days will be at the employees' regular rate of pay. During the duration of the move up, holidays will be paid at the move up position rate if the employee has worked 15 consecutive days.

TRANSPORTATION DEPARTMENT

ARTICLE 81. GENERAL PROVISIONS

- 81.1 Any employee who has not previously completed a probationary period as a bus driver, but otherwise is a seniority employee, and is assigned a regular driving route, shall be considered to be in a trial period for the first sixty (60) days of actual work. During the trial period, the School District may disqualify the employee at any time and no grievance shall arise; but the employee shall be allowed to return to his/her original classification. At the request of the employee, a conference with the supervisor will be held to discuss the reasons for the disqualifications.
- 81.2 Between the third week of September and October 1, all runs will be bid by seniority. This applies to 180 day bus runs only. Each June summer runs will be bid separately. Once a bus driver and/or aide is assigned a route pursuant to this bid, then there shall be no change in assignments (during the school year even though a route is later altered or changed). If a driver's and or aide's route is increased or decreased per day, the route will be posted and bid on by the basis of seniority. The opportunity to bid shall be posted three (3) working days in advance of the effective day of the bid.
- 81.3 All bus drivers and aides, as a condition of continued employment, must always meet all State and Federal laws and regulations governing health, physical requirements, physical examinations for driver safety education programs, etc. In addition, the drivers and aides must meet the rules, regulations, and qualifications to be developed by agreement with the Union.
- 81.4 Seniority drivers and seniority aides will be able to fill in on runs of more hours if the regular driver or aide is absent for ten (10) days or more, with advance notice, with a maximum of four (4) moves. Seniority drivers and Seniority aides can hold only one temporary position at a time, and cannot move from one to another unless there is an increase in wages.
- 81.5 If an aide is assigned as a driver on a run of two (2) hours or more, the pay shall be at the rate of pay for a bus driver. If the aide/drivers wages exceed the amount of their aide bid position, wages are complete. If wages do not exceed aide bid position, the difference in wages up to what they would have made in their aide position will be paid.
- 81.6 Regular drivers or aides who want to fill in for absent employees or extra work, must sign the availability list on a daily basis. They shall be called on the basis of highest seniority. In such case, the supervisor will exert reasonable efforts to contact the eligible high seniority person. Provided, however, this section shall not be applicable unless the supervisor was notified of the absence prior to 9:30 a.m.

ARTICLE 81. GENERAL PROVISIONS (Continued)

- 81.7 Employees asked to work in different classifications are paid at the higher rate of pay. Employees who sign a posted position shall receive the posted rate of pay.
- 81.8 Bus drivers will be paid for the time at school for their CDL recertification.
- 81.9 Sick day accumulation will be at the rate of the move up position after 15 days in the position. These accumulated days will be at the employees' regular rate of pay. During the duration of the move up, holidays will be paid at the move up position rate if the employee has worked 15 consecutive days.
- 81.10 When an employee is unable to be at work on a day that he/she is scheduled, he/she shall contact the person previously designated by the Personnel Office as soon as possible, but in any event, one hour prior to his/her starting time and set forth the reasons for his absence. In the event the employee knows that he/she will not be able to return to work his next scheduled day, he/she shall report this fact to his supervisor before 2:00 p.m. of the day of his absence. Failure to follow the above referenced call-in procedure shall mean that the absence shall be unauthorized and the employee shall not be paid for that day.
- 81.11 When an employee has been absent from his/her position (Driver or Aide) for less than one (1) calendar year, he/she shall return to their original position. If the absence extends beyond one (1) calendar year, he/she will fill an open position or bump the lowest seniority position, however when he/she has worked four (4) weeks, he/she shall exercise their seniority to bump where his/her seniority shall carry them.
- 81.12 Training hours will be listed separate, as straight time, not to be added to regular daily hours which include availability and trip board.

ARTICLE 82. TRIP BOARD

82.1 Trips will be defined as any athletic, extra curricular or field trip event.

82.2 Prior to the beginning of the school year, but no later than the Friday before Labor Day and the one-week prior to the beginning of the each trimester. The Union shall submit to the Transportation Coordinator a list of seniority drivers that have completed their probation as a driver and who have agreed to be scheduled for trips. Additional drivers may be added to the list during the school year, but a driver may not remove his/her name without justifiable reason and may not be again added until the next trimester and with the agreement of supervision.

A seniority driver and bus aide is an employee who is currently holding a driving or bus aide position and has completed their probationary period.

A trip board will be posted for bus aides and used in the same manner as the bus drivers.

82.3 Beginning each school year, trips shall be assigned on the basis of highest seniority until the list is exhausted. Thereafter, the School District shall assign trips to the driver having the lowest number of hours accumulated in trips. If possible, trips will be scheduled forty-eight (48) hours in advance. Whenever possible, trips will not interfere with regularly scheduled runs. The School District may have other drivers drop off, within a 20 mile radius, a trip board driver's trip to its location.

A. The trip board will be equalized on a weekly basis, Tuesday of every week.

B. Drivers will be charged with all hours assigned or refused, however, drivers who are assigned a trip which occurs all or partially during their normally scheduled hours of work or not given at least twenty-four (24) hour notice of the trip shall not be charged for the hours worked within their regular schedule.

C. An employee who is absent for four (4) consecutive days will be charged four (4) hours on the fourth day and one (1) hour for each day absent thereafter.

D. A trip board driver, that goes on a temporary assignment in another department, will be removed temporarily from the trip board for the length of the assignment. When the driver returns at their request, will go back on the trip board at the highest hours.

If the low hour driver cannot take the trip, he/she shall immediately notify his/her supervisor of this fact and the name of a driver who has agreed to be his/her replacement. This replacement will come from the posted trip board list with the driver who has the lowest current estimated hours. If the driver does not have a replacement, then the supervisor may either assign any driver in the School District or a substitute driver.

82.4 Two drivers on the list may agree to exchange a trip with the prior approval of the supervisor.

ARTICLE 82. TRIP BOARD (Continued)

82.5 The procedures outlined in 82.2 and 82.3 above shall be followed; except in the following circumstances, any driver assigned by the supervisor must make the trip:

- A. If the Union does not submit a list of names of seniority drivers who have agreed to accept trips;
- B. If there are more trips than can be assigned to the drivers on the list;
- C. In the event of unusual or emergency situations.

82.6 An employee who reports to a school building for a trip, and that trip has been canceled, shall receive four (4) hours pay, however, the driver must work for the District the entire four hours to receive pay. A driver may elect to be paid for two (2) hours show up time.

82.7 Drivers shall receive time and one-half (1/2) for Sundays.

82.8 PROCEDURE FOR FIELD TRIPS

1. All trips must be scheduled through transportation department.

Administration to enforce with information to union associations re: the trip was covered.

2. Driver priorities are:

- a. Cover regular routes
- b. Cover extra-curricular and sports trips
- c. Cover field trips

3. Driving assignments are covered as follows:

- a. All available regular drivers including substitutes
- b. If no regular driver is available, use other district employees (volunteers who are licensed to drive)
- c. If no district employees are available, secure driver services from outside the district.

4. Data to be gathered:

- a. Number of times district employees not used and cost
- b. Reasons for the use of outside drivers reported by the following categories: Equipment failure, unavailability of district employees, unforeseen circumstances.

ARTICLE 82. TRIP BOARD (Continued)

5. Administration will explain to Union Steward for transportation department/or Union steward reasons for using non-employee drivers.

Explanation to be provided, where feasible prior to securing outside alternative solutions.

6. When long distance, irregular trips arise, administration and associate representative for transportation will use IBB process to fill assignment.

ARTICLE 83. DURING SUMMER RECESS

83.1 Athletics and field trips during the summer recess shall be assigned based on seniority rotation, for those employees who have previously requested work and are previously qualified to be on the trip board.

83.2 In June of each year employees will bid on summer runs. Employees on summer bid runs will cover absenteeism by seniority before subs are called.

83.3 Employees asked to work in different classifications are paid at the higher rate of pay. Employees who sign a summer list to substitute for absent drivers and aides are paid the rate of the posted position and are called in on the basis of seniority.

ARTICLE 84. SCHOOL CLOSINGS

84.1 If the Superintendent closes all school buildings, and bus runs are cancelled, then employees scheduled to work that day shall receive up to their normal pay for that day determined by multiplying their regular straight time hourly rate times their regular scheduled hours of two (2) times each fiscal school year. A personal business day may be used for a third day.

ARTICLE 85. SAFETY/BUS RADIOS

85.1 The Employer is responsible for maintaining the communication system(s) used on operating school buses, in good working order.

ARTICLE 86. HOSPITALIZATION, LIFE and LTD INSURANCE

- 86.1 All bargaining unit members who are employed by the District for six (6) hours a day and/or 30 hours a week shall be entitled to this benefit:

The School District agrees to pay the cost for a health care benefit that will assure coverage for the employee and dependent family members. The coverage provided by the District will be Blue Cross Blue Shield Community Blue PPO Plan 1. As of July 1, 2011 the co-payments associated with the PPO-1 Plan will be \$10/\$20/\$150 and an optional PPO-4 Plan has been added to the coverage for potential future use. The supplemental drug rider will remain at \$10/\$10/\$40.

The benefits are offered only to those seniority employees that have a scheduled work assignment with a minimum of six hours a day and / or 30 hours per week.

86.2 LIFE INSURANCE

The School District will select an insurance carrier and pay the premiums to provide \$20,000 term life insurance for a seniority employee.

86.3 L.T.D (LONG TERM DISABILITY) INSURANCE

The District will select an insurance carrier and pay \$10.00 per month per full time seniority employees who work thirty (30) hours or more a week toward the premiums to provide an LTD policy which contains, among other things, the following:

- A. 60% of salary;
- B. Benefit through age 65;
- C. 90-Day waiting period;
- D. Covers illness and injury.

All subject to the policy issued by the insurance company. This plan is optional.

- 86.4 The benefits provided for in Section 86.2 above shall be subject to the terms and conditions specified in the District's group insurance policy.

- 86.5 Dental / Vision - buy-in with pre-tax dollars.

- 86.6 If an employee shall lose their eligibility for medical insurance as a result of the yearly bid, the School District will pay for the first thirty (30) days of COBRA coverage for the employee.

ARTICLE 87. HOLIDAYS

87.1 Seniority employees shall be paid their regularly scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this Agreement for the following holidays:

New Years Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, and the day before News Years Day.

Martin Luther King Day and Election Day may be added dependent on the district calendar.

During the school recess period between Christmas and News Years Day a seniority employee shall receive three paid release days provided he/she meets the eligibility rules.

If an employee works on a scheduled paid day off, that is not a holiday they shall receive a days pay in lieu, to be used when school is not in session. Employees may use up to three personal days to receive pay for time not worked during the mid winter break and/or spring break if scheduled.

Provided an employee meets all of the following eligibility rules below:

- A. The employee actually works all scheduled work hours on the work day before the holiday and all scheduled hours on the work day following the holiday unless the employee was on an employer approved paid day or leave previously approved by management.
- B. A seniority employee after twenty (20) years of continuous service in the transportation, commencing the twenty-first (21st) year shall receive a paid release day for the date of his/her birthday; however, the employee may only take the day when school is not in session.

87.2 Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

87.3 The District shall provide one (1) release day for in-service training during the school year. This day will be taken during the Easter break (Tuesday after Easter).

ARTICLE 88. WAGES

	<u>2010-2011</u>	<u>2011-2013*</u>
BUS DRIVERS	16.93	16.08
AIDES	11.97	11.37

*The 2011/2013 pay scale will include a 5% wage concession with no change in the permanent wage scale.

Probationary employees will start at \$.043 (forty-three cents) less than non-probationary (seniority) employees.

Time and one-half (1-1/2) of an employee's regular straight time, hourly rate, will be paid for hours worked in excess of eight (8) hours per day.

Double time (2) will be paid for all hours worked on a holiday.

LONGEVITY

LONGEVITY will be paid on a separate check in December based on completion of years of service achieved as of June 30 of the previous fiscal year, and for subsequent years thereafter, as outlined in this agreement.

A year of service of a bargaining unit member is any year that the bargaining unit member was actively and continually employed by Southgate Community School District and has worked what would be considered full time for that collective bargaining unit of the Southgate Community School District. Years of service for a bargaining unit member will commence as of the initial date of hire in a bargaining unit. A bargaining unit member will not earn a year of service for any year during which the bargaining unit member was laid off, unless otherwise provided by law.

10 through 15 years	\$200.00
16 through 20 years	\$250.00
21 through 24 years	\$300.00
25 years or more	\$500.00

Any articles, sections, or issues not addressed shall remain as current contract language.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first written above.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

_____ Transportation Representative	_____ Its Superintendent
_____ Food Service Representative	
_____ Teamsters 214 Representative	Date: