

THE
ROSEVILLE
COMMUNITY
SCHOOLS



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AGREEMENT

2006-2009



THE AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
COUNCIL 25 LOCAL 732

BOARD OF EDUCATION

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SUPERINTENDENT**

TABLE OF CONTENTS

ARTICLE NO.		PAGE
ARTICLE 1	PURPOSE AND INTENT	1
ARTICLE 2	RECOGNITION	1-2
ARTICLE 3	MANAGEMENT RIGHTS	2
ARTICLE 4	NO STRIKE CLAUSE	2
ARTICLE 5	AGENCY SHOP	2-3
ARTICLE 6	AID TO OTHER UNIONS AND UNION ACTIVITIES	3
ARTICLE 7	CHECK OFF	3-4
ARTICLE 8	UNION REPRESENTATION	4
ARTICLE 9	SPECIAL CONFERENCES	5
ARTICLE 10	GRIEVANCES	5-8
ARTICLE 11	GRIEVANCE PROCEDURE	6-8
ARTICLE 12	DISCIPLINARY ACTION, SUSPENSION AND DISCHARGE	8-9
ARTICLE 13	PROBATION AND SENIORITY	9-10
ARTICLE 14	SENIORITY	10-12
ARTICLE 15	LAYOFF AND RECALL PROCEDURES	13-15
ARTICLE 16	VACANCIES	15-16
ARTICLE 17	TRANSFERS	16-17
ARTICLE 18	PROMOTIONS	17-19
ARTICLE 19	LEAVES OF ABSENCE	19-24
ARTICLE 20	LEAVES OF ABSENCE NON - COMPENSABLE	24-27
ARTICLE 21	HOLIDAYS	27-28

ARTICLE 22	VACATION	28-30
ARTICLE 23	LONGEVITY	31-34
ARTICLE 24	MISCELLANEOUS	
	24.01	34
	24.02	34
	24.03	34
	24.04	34
	24.05	35
	24.06	35
	24.07	35
	24.08	36
ARTICLE 25	OVERTIME	35-37
ARTICLE 26	RETIREMENT	37
ARTICLE 27	WORKING CONDITIONS	38-44
ARTICLE 28	OBLIGATIONS OF THE BOARD	44-48
ARTICLE 29	LAW SAVING CLAUSE	49
ARTICLE 30	RATIFICATION AND APPROVAL	49
ARTICLE 31	DURATION OF AGREEMENT	49-50
	MEMORANDUM OF AGREEMENT	51
	LETTERS OF AGREEMENT	52
SECTION A	TRANSPORTATION	53-56
SECTION B	CLERICAL	57-60
SECTION C	CAFETERIA	61-63
APPENDIX A	AUTHORIZATION FOR PAYROLL DEDUCTION OF DUES	64
APPENDIX B	GRIEVANCE FORM	65
APPENDIX C	SALARY SCHEDULE AND ADDED BENEFITS	66-70
APPENDIX D	SICK AND PERSONAL DAY INCENTIVE	70-71

COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into this July 1, 2006 between the Roseville Community Schools, hereinafter referred to as the "Employer" or the "Board" and the American Federation of State, County and Municipal Employees, Council 25 and its affiliated Local 732, hereinafter referred to as the "Union".

This contract is composed of thirty-one articles and three sections. The titles of which neither add to nor subtract from the meaning but are for reference only.

ARTICLE 1 PURPOSE AND INTENT

- 1.01 The general purpose of this Agreement is to set forth terms and conditions of employment, to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.
- 1.02 The parties recognize that the interests of the community and the security of the employees is dependent upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective parties at all levels and among all employees.
- 1.03 It is also mutually agreed and understood that this contract shall require the signed approval of Local 732, Council 25 of the American Federation of State, County and Municipal Employees and the Board of Education of the Roseville Community Schools, Macomb County, Michigan, parties to this Agreement, in order to be binding upon the members of the Union and the School District.

ARTICLE 2 RECOGNITION

- 2.01 Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes 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 of the Employer included in the bargaining unit described as follows:

All non-teaching employees including school building office clerical as represented by the Union in the past; excluding noon aides, crossing guards, administrative clerical personnel, teacher aides, Administrators, Superintendent, Assistant Superintendents, Directors, Coordinators, Supervisors, Principals, substitutes, and student trainees.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Board of Education on its own behalf and on behalf of the electors of the district, hereby retains and reserves without limitation the powers, rights, authority, duties, and responsibilities conferred and vested in it by the Laws and the Constitution of the State of Michigan and of the United States, except as the same are expressly and specifically limited by this Agreement.

ARTICLE 4 NO STRIKE CLAUSE

- 4.01 The Union and the Employer agree that they will both abide by the law in regards to strikes and lockouts.

ARTICLE 5 AGENCY SHOP

- 5.01 As a condition of continued employment, each member of the bargaining unit who has completed the probationary period shall establish or maintain membership in the Union or shall tender to the Union a service charge equivalent to the periodic and uniformly required Union dues. Service fees shall not include initiation fees or special assessments.
- 5.02 Newly hired, transferred or rehired employees shall as a condition of employment join the Union or pay the service fee at the conclusion of their probationary period. Copies of new and recalled employees' action slips shall be forwarded to the treasurer and the president of Local 732 for informational purposes.
- 5.03 Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article if they are not more than thirty (30) days in arrears in payment of initiation fees, dues and assessments or service charges.
- 5.04 Employees who fail to remain in good standing in the bargaining unit shall be terminated within thirty (30) days provided the Union has notified the Employer when a member of the bargaining unit is in violation of this Article.

- 5.05 The Union agrees to protect and save harmless the Board from any and all claims, demands, suits and other forms of liability resulting from action taken or not taken by the Board in accordance with this Article of the Agreement.

**ARTICLE 6
AID TO OTHER UNIONS AND UNION ACTIVITIES**

- 6.01 The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.
- 6.02 It is understood that employees shall not engage in Union activities during regular working hours that distract from their duties except, as it is necessary to discuss a grievance in accordance with the procedure established.

**ARTICLE 7
CHECK OFF**

- 7.01 Upon filing with the Employer a written request authorizing payroll deduction substantially in accordance with the forms set forth in the Appendix, signed by the individual employee, the Employer will, pursuant to the terms during the full term of this Agreement or any extensions or renewals thereof, deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union or service fees as provided for in Article 5.

Each check off deduction shall be deducted from the second pay day of each month thereafter or from the first pay of the month if it is to be the employee's final pay or the last pay of the school year. Deductions for any calendar month shall be remitted to the Union financial officer, whose written designation has been filed in the Employer's office, as soon as possible after the tenth of the succeeding month. A copy of the dues deduction list shall be sent to the local president and treasurer each month.

The Employer agrees to deduct AFSCME/PEOPLE contributions for those individual Employees who have signed an authorization card (supplied by the Union) agreeing to this contribution.

- 7.02 Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and the representatives of the local Union, and if not resolved, may be decided at the final step of the grievance procedure.

7.03 The Board shall not be liable to the Union or any employee for the remittance or payment of any sum other than that constituting the actual deductions made from wages earned by employees in accordance with the authorizations on file with the Board.

7.04 Any employee may voluntarily cancel or revoke the authorization for check off deduction by giving written notice to the Employer thirty (30) days prior to the intended date of termination of check off.

ARTICLE 8 UNION REPRESENTATION

8.01 The unit membership shall be divided into the following group classifications:

- A. Custodians, Utility Custodians, Watchman Custodian, Warehouse Custodian, Grounds Crew Custodian, Food Truck Drivers, Mail Truck Drivers, Mechanics Helper and Bus Driver/Mechanics Helper.
- B. Senior Maintenance, Maintenance with Specialty, Maintenance, Maintenance Helpers, Warehouse Manager, and Mechanic.
- C. Head Cooks and Cooks
- D. Bus Drivers.
- E. Elementary Clerical, Secondary Clerical, Building Aides, and Special Education Aides.

8.02 The employees in each group classification shall be represented by one steward on each shift who shall be a regular employee working in that group classification and on that shift. During overtime periods, an alternate steward may be appointed by the President of the Union.

8.03 Any new classification or additional representation shall be subject to mutual agreement of the parties to this Agreement.

8.04 After the election or appointment of officers and stewards the Union shall prepare a listing of all elected officers and stewards of Local 732 and shall furnish the listing to the Deputy Superintendent of Personnel.

**ARTICLE 9
SPECIAL CONFERENCES**

- 9.01 Special conferences for specific matters shall be arranged between the Union President and the Deputy Superintendent for Personnel or her designated representative, at the request of either party. Such conference shall include no fewer than two (2) and no more than four (4) representatives of the Union and no fewer than two (2) and no more than four (4) representatives of the Employer.
- 9.02 A written agenda of the matters to be taken up at the special conference shall be presented at the time that the conference is requested. Matters taken up shall be confined to those included in the agenda.
- 9.03 Such conferences shall be held between the hours of 9:00 a.m. and 3:00 p.m. Representatives of the Union shall not suffer loss of pay for time spent at such conferences.
- 9.04 Representatives of the Council and/or the International Union may be present at such special conferences. Representatives shall be limited to a total of three (3).
- 9.05 Special conferences shall be scheduled as early as possible after the request is filed. In no case shall the conference be delayed more than five (5) days after the filing of the request except by mutual agreement of both parties.
- 9.06 Up to two special conferences shall be held each month if requested by either party. Additional conferences may be scheduled by mutual agreement of the parties.

**ARTICLE 10
GRIEVANCES**

10.01 Definition

A claim by an employee, group of employees or the Union that there has been a violation, misapplication or misinterpretation of the terms of this Agreement or any differences that arise between the parties related to rates of pay, hours of employment or conditions of employment covered by this Agreement, shall be deemed a grievance under this contract and will be subject to the grievance procedure as provided herein.

10.02 Time Limits

Time limits shall be adhered to except as the parties may mutually agree in writing to extend them. In the event the Employer fails to respond to a grievance within the time limit, the grievance shall be considered eligible for appeal at the next step of the procedure.

10.03 Investigation of Grievances

The steward from the affected classification shall be allowed up to two (2) hours per week to investigate or process grievances. Upon request, time may be extended by mutual agreement with the immediate supervisor and notification to the Employer's representative.

If a steward is to be absent from his/her work station for the purpose of investigating a grievance, he/she shall notify his immediate supervisor prior to leaving his/her work station. If unable to notify his/her supervisor in advance he/she shall report his/her absence in writing within twenty-four hours specifying the length of his/her absence, and the work location visited.

10.04 Definition of Days

All references to days dealing with the grievance procedure shall be deemed to refer to regular working days when the central administrative office is open for business.

10.05 Presentation of Grievances

Any individual employee, at any time, may present a grievance to his/her Employer and have the grievance adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union may have an opportunity to be present when such adjustment is made.

**ARTICLE 11
GRIEVANCE PROCEDURE**

11.01 Informal Procedure

An employee who believes he/she has a grievance may present such grievance on an informal basis to his/her immediate supervisor. The steward may be present.

11.02 Formal Procedure

A grievance must be presented in writing by the steward to the immediate supervisor within five (5) working days after the occurrence of the cause for complaint. If the Union can show evidence that their grievance committee took time to review and screen the grievance before approving it, the time limit will be eight (8) working days instead.

11.03 Step 1

An employee who believes that he/she has a grievance, and that the grievance has not been resolved through the informal step described in 11.01 above, it shall be reduced to writing by the grievant or the steward stating the articles and sections believed to be violated, a statement of the occurrence and the remedy requested to satisfy the grievance. Such written grievance shall be presented to the immediate supervisor as related to the procedure in 11.02.

The immediate supervisor shall respond in writing to the grievant within two (2) days after the receipt of the grievance. A copy is to be sent to the Chief Steward. Should the Board fail to send copies to either party, the Union may move the grievance to the next step in the grievance procedure, and the time limits would not be affected or automatically extended.

11.04 Step 2

If the response of the immediate supervisor is not satisfactory, the chief steward may submit the grievance to the Deputy Superintendent for Personnel within three (3) days.

A meeting shall be arranged between the representatives of the Union and the representatives of the Employer within five (5) days of the receipt of the grievance by the Deputy Superintendent for Personnel.

The Deputy Superintendent for Personnel shall respond in writing to the grievance within three (3) days after the meeting with the Union.

The representatives of the Union may meet at a place designated by the Employer, on the Employer's property for at least one-half hour immediately preceding the meeting at which the grievance will be discussed.

11.05

Step 3

If the Board of Education and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within thirty-(30) calendar days after the decision of the Board of Education or designated representative. The grievance shall be considered submitted to arbitration when written notice is submitted to the District by the Union informing the Board of Education of the Union's intent to arbitrate the grievance. If not submitted, the grievance shall be abandoned, except in any emergency which is beyond the control of the Union.

The Board of Education and AFSCME Council 25 Arbitration Department shall exchange a list of Ad-Hoc arbitrators to see if the parties can mutually agree to accept an Arbitrator.

If the parties are unable to agree, the case will be filed with the American Arbitration Association. In either case, the parties will be bound by the rules and procedures of the American Arbitration Association.

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

11.06

Prior to arbitration either the Union or the Board may request a pre-arbitration hearing or mediation. Should the problem be resolved, the Union shall notify the Arbitrator through the American Arbitration Association.

11.07

Powers of Arbitrator

The arbitrator shall have no power or authority to add to, delete from, alter or modify the terms of this Agreement.

11.08

The arbitrator shall be requested to submit his/her decision on the matter within thirty (30) calendar days after conclusion of the hearing.

11.09

The fees of the American Arbitration Association and of the arbitrator shall be shared equally by both parties. All other expenses shall be borne by the party incurring the expense.

ARTICLE 12

DISCIPLINARY ACTION, SUSPENSION AND DISCHARGE

12.01

Disciplinary action shall be considered to include one or more of the following actions taken by the Employer, oral reprimand, written reprimand, disciplinary suspension and discharge. In the first offense of a minor nature, the action will be an oral reprimand. Should the problem continue, a written reprimand will be issued. Further problems may result in suspension and ultimately discharge. The initial action of the Employer

may be suspension or discharge if, in the opinion of the Employer, the nature of the infraction merits such action.

- 12.02 Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Any disciplinary action imposed upon an employee which is felt to be unjust may be processed as a grievance.
- 12.03 A. Reports of disciplinary action shall remain active in the individual personnel file of the employee for two year(s) from date of issue.
- B. Union representative shall be allowed access to all personnel files of members of Local 732 provided the representative(s) have written permission of the member(s).
- 12.04 Any disciplinary action shall be handled in a manner that will not embarrass an employee before other employees or the public.
- 12.05 For just cause, the Board or their representative may suspend without pay or discharge an employee. The employee and the appropriate steward shall be notified in writing of the action taken.
- 12.06 The Union or the employee shall have the right to appeal the suspension, demotion or discharge as a grievance at the second step of the grievance procedure. If the grievance is not resolved, either party may go to binding arbitration.
- 12.07 An employee found to be unjustly suspended or discharged shall be reinstated according to the conditions agreed to in the conditions of the settlement.
- 12.08 The Union President shall be advised in writing of all written reprimands, suspensions, demotions or discharges of employees in the bargaining unit.

ARTICLE 13 PROBATION AND SENIORITY

- 13.01 A. Newly hired employees 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 hundred and twenty (120) calendar days. When an employee has completed his/her probationary period by accumulating ninety calendar days of employment he/she shall be entered upon the seniority list of the unit and shall rank for seniority from the first day of employment within the ninety calendar day period. If the employee is hired for a

ten (10) or ten and one half (10 ½) month position, the summer break shall not be included in the one hundred twenty (120) calendar days.

B. If the newly-hired employee is found unsatisfactory within the ninety (90) day period, he/she shall be dismissed.

13.02 There shall be no seniority among probationary employees.

13.03 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this contract and Act 379 except that the Employer shall have the right of discharge or disciplinary action other than for Union activity.

13.04 Probationary employees shall be eligible the first day of the month following their hire to receive fringe benefits including hospitalization insurance and life insurance. They are entitled to holiday pay and overtime during their probationary period, and will accumulate sick days during this period but may not use sick days, personal days or funeral days with pay until the completion of thirty (30) calendar days of employment.

ARTICLE 14 SENIORITY

14.01 Seniority shall be determined on a district wide basis in a group classification.

14.02 Seniority shall be determined for such employee effective to his first day of hire upon successful completion of his probationary period.

14.03 District wide seniority shall be determined for each employee as of his anniversary date of hire within the bargaining unit. District wide seniority shall be used in regard to fringe benefits (i.e. retirement, vacations, sick leave, longevity, etc.)

14.04 Seniority shall not be affected by the race, religion, sex, marital status, dependents or handicap of the employee.

14.05 Seniority lists shall be posted at least once each six months and will show all employees by types of position within their group classification in order of seniority. Copies of all lists shall be sent to the Union president. Each member of Local 732 shall receive a copy of his/her specific seniority list.

14.06 If the seniority list is not challenged by either party within 90 days from the date of posting, it shall be deemed to be accepted as accurate.

14.07 New employees shall be given action slips to establish their seniority dates.

14.08 Employees working less than a six (6) hour day shall maintain seniority within their classification but shall not be eligible to bump into any other classification in event of lay off.

In the event that a full time position becomes available, such employees shall be given preference over new hires for full time positions for which they may be qualified and shall be given a place on the full time seniority list on the date of their full time hire.

- 14.09
- A. An employee shall lose his/her seniority for the following reasons:
 - 1. The employee quits or resigns.
 - 2. The employee is discharged and the discharge is not reversed through the grievance procedure as set forth in this Agreement.
 - 3. The employee retires.
 - B. An employee shall lose his/her seniority and have his/her employment terminated for the following reasons:
 - 1. He/she is absent for four consecutive working days without giving proper notification to the Employer. In the event of such absence, the Employer will send written notification to the Union and to the employee at his/her last known address, notifying the employee that he/she has lost all seniority and that his/her employment has been terminated.
 - 2. The employee fails to return to work from lay off within ten working days after the issuance of a notice of recall by certified letter to the last known address of such employee as shown by the Employer's records or fails to return from leave at its conclusion.
 - 3. The employee retires.
 - 4. The employee is on lay off for a period exceeding the time limits defined in Article 15.06.

An employee who accepts a layoff rather than returning to a previously held classification, loses seniority if the layoff is for a period longer than his/her length of service in the

classification from which he/she was laid off. Example: If a short hour cook, with ten (10) years seniority in the cooks' classification, bids on and is awarded a custodial position for one (1) year and then is laid off, she has eleven (11) years district seniority. She can bump back into the cook classification with eleven (11) years seniority.

If she chooses to accept the layoff rather than bump back, she would then lose her custodial seniority at the end of one (1) year and would not be recalled to the custodial classification. She would still be eligible to be recalled to an opening in a cook classification, if one becomes available.

- 14.10 Notwithstanding their positions on the seniority list, the president and the chief steward of the local union shall, in the event of layoff only, be continued at work as long as there is a job which they can perform.

The stewards notwithstanding their position on the seniority list shall in the event of layoff in their classification be continued at work as long as there is a job in their classification which they can perform, and, if laid off, shall be recalled to work for the first open position in their classification.

Should the ability of a steward to perform in a given position be questioned, the matter shall be referred to a special conference for consideration before the steward is laid off.

The number to be protected under this provision shall not exceed seven (7) members of the union.

- 14.11 Any employee that bids on the position of Bus Driver/Custodian after July 1, 1994 shall not gain seniority on the Custodial seniority list. Those employees will gain their seniority on the Bus Drivers seniority list. Bus Driver/Custodian will be taken from the bus drivers.

Any employee that bids on the position of Bus Driver/Mechanics Helper after July 1, 1994 shall continue to gain seniority on the Custodial seniority list and not on the Bus Driver seniority list. For purposes of overtime, their hire date into the Bus Garage will be used. Bus Driver/Mechanics Helper will be taken from the custodians.

ARTICLE 15
LAY OFF AND RECALL PROCEDURES

- 15.01 The term lay off means a reduction of the working force due to a decrease in the workload.
- 15.02 In the event of lay off, the following order of lay off shall be used within a job classification being reduced:
- A. Lay off of temporary employees.
 - B. Lay off of probationary employees.
 - C. Lay off of employees within their classification according to their seniority on the seniority list in effect at the time of the reduction.
- 15.03 Employees to be laid off shall be given at least seven (7) calendar days notice of layoff. The President of the local Union shall be given a list of those employees being laid off on the same date as the notices are issued to employees.
- 15.04
- A. An employee removed from his position due to reduction of the work force shall be allowed to exercise his seniority rights to bump a less senior employee provided that:
 - 1. The employee declares his/her intent, to bump, within ten-(10) calendar days of receiving notice that his/her position is eliminated.
 - 2. The employee meets the minimum qualifications for the new position at the time the bump is exercised.
 - B. Using district seniority, the more senior employee may bump a less senior employee in that group which includes the senior employee's present classification.
 - 1. Senior Maintenance/Mechanic, Maintenance with Specialty, Maintenance/Mechanic, Senior High Head Custodian, Warehouse Managers, Junior High Head Custodian, Maintenance Helpers, Mail Truck Driver, Watchman/Custodian, Cafeteria Truck Driver, Night Leader Senior High, Pool Area Custodian, Custodian, Utility Custodian, Grounds Crew Custodians, Bus Driver/Mechanic Helper, Bus Drivers
 - 2. Elementary and Secondary Clerical

3. Special Education Aides

4. Head Cooks and Cooks

- C. In the event of a lay off only, an employee may bump into a classification which he/she has previously held in another group.
- D. Should a transfer and a bump arise at or around the same time, the bump will occur first, and then the transfer will follow.
- E. No employee may bump a less senior employee at a higher classification or pay rate than herself/himself.
- F. A more senior employee working less than six hours per day may not bump a less senior employee working six or more hours per day.
- G. An employee who has bumping rights as described herein shall have the right to exercise the bump or to accept the layoff until recalled.
- H. The least senior employees who remain unplaced after the reduction in the required job classifications and bumping is completed shall remain on layoff.

15.05 The layoff procedure described herein does not apply to the normal reductions of the work force that takes place when school is not in session. This refers to ten (10) and ten and one half (10 ½) month employees.

15.06 Employees laid off prior to July 1, 2006, shall remain on the recall list for a period not to exceed his/her length of active service to the district.

Employees laid off on or after July 1, 2006, shall remain on the recall list for a period not to exceed his/her length of active service to the district, or for two (2) years, whichever is the lesser.

15.07 Laid off employees shall be recalled in inverse order of the layoff, within their classification. Employees who have exercised their right to bump shall be given the opportunity to return to their original position or prebumping classification when a vacancy occurs before a recall is issued.

15.08 Recall will be by written notice, return receipt requested, to the employee's last known address on file with the Employer and shall require that the employee report for work within ten (10) working days after

delivery or proof of non-delivery of the notice. If an employee fails to report within the period set forth, he/she shall be considered to have terminated his/her employment.

ARTICLE 16 VACANCIES

16.01 Definition

A vacancy shall be considered to exist when a current employee quits, retires, is terminated, is transferred, is promoted, or if a new position is created and management declares a vacancy.

No employee or substitute will be used in that position unless and until it is declared a vacancy. Elimination of any Utility Custodian position would not effect the use of substitute custodians. This paragraph does not supersede Paragraph 16.05.

16.02

When a vacancy exists or a new position is created within the bargaining unit, employees shall be given an opportunity to bid for that position on the basis of their seniority in the classification in which the vacancy exists and minimum qualifications as established by the Deputy Superintendent.

All vacancies will be posted, bid and awarded as they arise. Except those, vacancies, which arise during the summer or over a holiday recess, will be posted when school resumes.

The Board may convene a transfer meeting in order to meet an emergency or in extenuating circumstances, such as the closing of building(s).

16.03

In the event that a new position is created that falls within the bargaining unit and cannot be placed in an existing pay category, the employer will notify the Union prior to establishing a new type of position and rate structure. If the Union does not agree that the rate of pay and description of the job are proper, the matter shall become subject to special conference for resolution.

16.04

Employees interested in a vacancy shall state their interest in writing within the posted bid period.

16.05

In any case where an employee is to be absent for a period of less than 25 working days, no vacancy shall be declared. The employer may replace the employee with a temporary appointee or a substitute.

- 16.06 Should two four (4) hour positions exist within a job classification, the Employer agrees whenever possible to combine them to create a full time position. The minimum regular work schedule shall be no less than two (2) hours.

ARTICLE 17 TRANSFERS

- 17.01 Definition

An employee move shall be termed a transfer when the movement is within his/her classification to a position with the same general job requirements and no additional compensation is involved. If a transfer is requested, transfers and demotions shall be made before promotions are granted. If no transfer has been requested, then demotions and promotions shall be granted according to minimum qualifications and seniority as provided in 18.01.

EXAMPLE: A Control Clerk position is vacant. A Building Aide, a Counselor Clerk and a Control Clerk bid. The more senior between the Counselor Clerk and Control Clerk is awarded the position because transfers and demotions are treated equally and come before promotions.

EXAMPLE: A Mail Truck Driver position is vacant. Applicants are a Custodian with 10 years' seniority seeking a promotion; a Maintenance person with 12 years' seniority seeking a demotion; and a Head Custodian with 11 years' seniority seeking a demotion. Because there were no transfer requests, demotions and promotions are treated equally and the qualified candidate with the most seniority

(Maintenance person in this case) is awarded the position.

It is agreed that the positions of Custodians, Grounds Crew, Utility Custodian, Watchman/Custodian, Cafeteria Truck Driver, Pool Custodian, Night Leader, Bus Driver/Mechanic Helper, and Warehouse Custodian will be considered transfers for purposes of bidding on the positions. This agreement in no way alters or modifies the bumping provisions of Article 15.

- 17.02 Should more than one present employee from within the same job classification bid on a position vacancy, the more senior qualified employee shall be awarded the position.

- 17.03 Prior to the awarding of a transfer, the most senior, qualified candidate may meet with the prospective principal to discuss workload, duties and expectations.

The employee who is awarded the transfer will not be permitted to bid on the position, which he/she vacated for a period of one year.

- 17.04 The employer agrees that in any movement of work, or discontinuation of work location, the employer will meet with the union prior to any movement of affected employees.

Employees affected may request a transfer to that position for which their classification, qualifications and seniority entitle them. If more than one transfer results, all movement shall be delayed until all affected transfer requests have been received and processed.

An employee whose job has been eliminated due to discontinuation of work location may exercise his seniority to bump any less senior employee within the same classification.

Should a transfer and a bump arise at or around the same time, the bump will occur first, and then the transfer will follow.

- 17.05 An employee transferred or promoted after July 1, 1988, by the Employer, to a position not included in the unit, and thereafter transferred to a position within the unit shall not have accumulated seniority while working in the position to which he was transferred. Employees transferred under these circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

ARTICLE 18 PROMOTIONS

- 18.01 Definition

- A. A promotion shall be considered as a change in job classification or assignment which results in additional compensation for additional responsibilities.
- B. Promotions and demotions will take place within the groups listed below, except as cited in 18.04;
1. Custodial including:
Custodian, Head Custodian
Maintenance, Mechanic
Bus Driver/Mechanic Helper
Cafeteria, Food Service and
Mail Driver/Custodian
Utility Custodian
Grounds Crew, and Building Grounds Crew
Warehouse Manager

Warehouse Manager

2. Clerical (all Office and Building Aides, Clerks, Secretaries)
3. Bus Drivers and Bus Driver/Custodian
4. Head Cooks and Cooks
5. Special Education Aides

- 18.02 Promotions within the group shall be made on the basis of seniority and minimum qualifications. Members of the Unit as of July 1, 1991 shall not be required to have graduated from high school or possess a GED certificate as minimum qualification for promotions. The senior employee who meets the requirements for the position shall be granted a trial period consisting of the initial twenty (20) work days in the position to determine:
- A. Her/his ability to perform the tasks included in the new assignment.
 - B. Her/his desire to remain in the position.
- 18.03 In the event the senior applicant is denied the promotion, reasons for the denial shall be presented in writing to the employee and to the President and to the Chief Steward. In the event that the employee disagrees with the reasons for the denial, the matter may be processed through the grievance procedure to the Deputy Superintendent.
- If the disagreement is whether the applicant meets the minimum qualifications the matter may be processed through Arbitration. In any such arbitration the fees of the American Arbitration Association and/or the Arbitrator shall be paid by the losing party. All other expenses shall be borne by the party incurring the expense. Mediation may be evoked by mutual agreement between the Union and Management.
- 18.04 If no one from within the group bids on the position, interested employees from other groups may submit a letter of interest before the posting expires. All applicants will be equally considered. The best applicant, including outside applicants, will be awarded the position.
- If testing and/or interviews are part of the selection process two Union representatives will observe the testing and the interviews. One representative on company time and the other on unpaid time.
- 18.05 During the twenty (20) work day trial period, the employee shall have the right to revert to his former position, location, shift and rate of pay upon request.
- 18.06 During the twenty (20) work day trial period, the Employer will evaluate the performance of the employee in the new position. If the performance is unsatisfactory or the employee does not qualify in his/her position,

written notice including reasons shall be submitted to the employee and to the Union and the employee shall revert to his/her former position, location, shift and rate of pay.

Should the employee disagree with the action taken, the matter may be processed through the grievance procedure to the Deputy Superintendent, except that the only matter, which may be presented to Arbitration, is whether the reasons are job related. In any such arbitration the fees of the American Arbitration Association and/or the Arbitrator shall be paid by the losing party. All other expenses shall be borne by the party incurring the expense.

- 18.07 An employee promoted to a new classification shall be placed at the step in his new position, which provides for no less than forty-three cents (\$.43) per hour increase or if no such step exists, at the top of the scale for the new classification.
- 18.08 Should an employee of the Building and Grounds or the clerical division bid on and be awarded a promotion and remain in the position after the trial period, he/she shall not be eligible to bid for a transfer for one year from the date the promotion takes effect. Exception: Short hour cooks shall be permitted to bid on seven (7) hour positions, as they become available. In no case may a transfer be effected before the trial period for the promotion is concluded.
- 18.09 Vacancies resulting from the promotion will not be bid or awarded until the trial period has been concluded.
- 18.10 Employees who work on a temporary basis in a classification or position that pays a higher rate than their own shall be paid at the step of the new classification which provides for at least a fifteen (.15) cent per hour increase or if no such step exists, at the top of the scale for the temporary classification.
- 18.11 Employees promoted to supervisory positions after July 1, 1985, shall not continue to accumulate seniority in the Union. Their seniority will be frozen the date the promotion takes place for purposes of assignment, layoff, or recall within the unit.

ARTICLE 19 LEAVES OF ABSENCE

- 19.01 Funeral Leave
- A. An employee shall be allowed up to five (5) working days per year as funeral leave in the event of death in the immediate family of the employee. The immediate family shall be defined as spouse,

father, mother, grandfather, grandmother, brother, sister, son or daughter and the corresponding in-laws of the employee.

- B. An employee may use up to two (2) of the above mentioned days per year from the employee's personal leave bank to attend the funeral of a relative not listed as immediate family, or that of a close friend. Use of these days will not be charged against the employee's attendance incentive award. (Appendix D)
- C. In the event there is a funeral for a member of the Union, all members assigned to the same building as the deceased shall be dismissed to attend the funeral without loss of pay or funeral leave days.
- D. An employee may be granted up to the five (5) days indicated in "A" to attend the funeral of a relative not listed as immediate family, upon application to and approved by the Deputy Superintendent for Personnel. Indication or evidence of a close relationship over an extended period will be expected.
- E. The employee shall inform his/her immediate supervisor of his/her need to be absent for funeral leave, in advance, if at all possible. The notification shall include the name of the deceased, the relationship and the length of the absence expected.
- F. In the event of more than one death in the immediate family as defined in Item A., the Deputy Superintendent for Personnel may grant up to 5 additional days.

Funeral days used in accordance with the above shall not be charged against an employee's individual sick leave bank, or as personal leave.

- G. Funeral days shall not accumulate.

19.02

Sick Leave

Employees covered by this Agreement shall accumulate sick leave as follows:

Twelve (12) month employees, shall accumulate twelve (12) days per year, or one day per month.

Ten (10) and ten and one-half (10 1/2) month employees shall accumulate ten (10) days per year, or one day per month. An additional day may be added for clerical staff who receive pay for more than one-half of the district working days in August.

An employee shall maintain two banks of sick leave. Seventy-five percent (75%) of each month's earned sick leave shall be reserved in a bank for short-term illness (short-term bank). Twenty-five percent (25%) of each month's earned sick leave shall be reserved in a bank for long-term illness (long-term bank) until the long-term bank reaches a total accumulation of sixty (60) days. After that limit has been reached, one hundred percent (100%) of each month's accumulation may be reserved in the short-term bank, at the employee's discretion.

An employee may choose to allocate any additional days from their short-term bank to their long-term bank.

An employee may only access time from their long-term bank for the following conditions/situations:

- Hospitalizations
- Long-term or chronic care
- Major injury or illness

In extenuating circumstances, employees may appeal to the Deputy Superintendent for approval to use the long-term bank.

- A. If the employee fails to provide the required documentation when using sick leave, including doctor's notes, if required, and a 701 form, the administration is authorized to deduct an amount equal to the undocumented sick leave payment from a future paycheck. All forms must be submitted immediately upon the employee's return to work following an absence.
- B. The "day" as used for the basis of accumulation shall be the schedule of daily hours to which each employee is regularly assigned.
- C. Earned time shall be credited to an employee's individual bank at the beginning of each month; but an employee shall not earn sick leave following any month in which the employee did not receive pay for more than one-half of the scheduled working days in that month.

Any employee who leaves employment without having received pay for more than one-half of the scheduled working days in the month shall have one month's earned sick time deducted from his/her sick bank.

- D. Unused sick leave shall accumulate without limit.

1. Employees may be eligible for bonus vacation as outlined in Appendix D, Number 2.
- E. An employee's absence due to illness or injury shall be charged to his individual accumulated sick leave allowance. An employee, while on paid sick leave, shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority, referred to in this Agreement. An employee who has exhausted his/her accumulated allowance may request non-compensable leave.
- F. Employees who have a need to use days from their sick leave accumulation shall notify their immediate supervisor of their absence in advance.
1. All custodial and maintenance and transportation personnel shall report their absence to the Department of Buildings and Grounds at least one (1) hour before the start of his/her shift. A recorder will be provided for custodial and maintenance employees to report absences (445-5534).
 2. Clerical and Special Education Aides personnel shall report their absence to the central switchboard no later than 7:00 a.m.
 3. Food Service personnel shall report their absence to the office of the Supervisor of Food Service by 7:00 a.m., except in emergency situations. In addition, Food Service personnel who start work prior to 7:00 a.m. shall make arrangements with his/her designated representative one-hour before they are due to start work.

Failure to give proper notice may result in payroll deduction of the employee's regular daily wage. Exceptions may be made in extenuating circumstances.

- G. Upon return from layoff or approved leave of absence, the employee's accumulated sick leave bank will be reinstated with the amount equal to the days held at the time of layoff and/or days remaining after an approved leave of absence.
1. Personal illness or injury.
 2. Serious illness or injury of a member of the employee's immediate family.

- H. Absence due to illness or injury in the immediate family shall not exceed one (1) day except in unusual or extenuating circumstances. If additional time is needed the employee will contact the Personnel Office for approval.
- I. An employee absent more than eight (8) consecutive working days or absent due to a serious or contagious illness shall provide a statement from his/her physician certifying his/her recovery and ability to return to full employment before returning to work.

19.03 Personal Leave Days

An employee may use up to three days per year from his/her accumulated sick leave allowance for personal leave. Such days may be taken before or after a holiday providing it does not conflict with the school calendar.

Personal leave must be requested in writing at least one week in advance of its intended use.

One additional day, also to be deducted from accumulated sick leave, may be used for urgent personal business that can only be conducted during the employee's regular working hours. Evidence of the nature of the business must be provided and approval received at least twenty-four hours in advance of the intended absence. In an extreme emergency, the time limitation for personal business may be waived.

19.04 Sick leave allowance shall not be used or granted for additional service such as night school, summer school, election duty or overtime assignments.

19.05 Jury Duty

An employee who is officially summoned for jury duty shall be paid the difference between his/her regular pay and his/her pay for jury duty for the days served.

19.06 Injury on the Job

An employee who suffers injuries which result in lost time and compensation under the Michigan Workers' Compensation Act, and has 15 or more days in his/her sick bank shall be paid the difference between his/her regular net wages and payment received under provisions of the Act for one year without loss of sick days; and paid one-half the difference between his/her regular net wages and payment received under provisions of the Act for the second year without loss of sick days.

Longevity shall be earned for those days during which the employee receives the subsidy without the loss of sick days.

Administration is authorized to deduct advances and over payments from the wages of employees who suffer injuries compensable under the Michigan Workers' Compensation Act. The amount of deductions will be regulated by the rules and regulations of the Michigan Department of Labor.

- 19.07 Members of the Union elected to attend a function of the International Union or the Metro Council 25, such as a convention or conference, shall be allowed time off without loss of pay, provided that such time off granted for this purpose shall not exceed fifteen (15) employee-days per year. Members attending under this provision shall be certified by the local president.

**ARTICLE 20
LEAVES OF ABSENCE - NON COMPENSABLE**

- 20.01 Leaves of absence without pay may be granted for a reasonable period not to exceed one (1) year, for reasons of physical incapacity, personal, military service, maternity or child rearing or for the purpose of Union representation with the specified conditions as hereinafter provided.

20.02 Leave Due to Physical Incapacity

- A. Employees who have exhausted their accumulated sick days or become eligible for payment under the disability insurance provisions shall, upon request, be granted a non-compensable sick leave for a period up to one year. An employee returning from such leave shall be placed back to the position, location and shift that he/she occupied before the leave occurred. The returning employee shall notify the Personnel Office of his/her intent to return at least seven (7) days in advance.
- B. Employees on non-compensable sick leave shall receive continued benefits for hospitalization and life insurance for one (1) year from the beginning date of their non-compensable leave.
- C. Employees on non-compensable sick leave shall continue to accrue seniority.
- D. Non-compensable sick leave may be extended for a second year, without fringe benefits, provided such request is made thirty (30) days prior to the expiration of the first year of such leave.

- E. An employee returning during the second year of non-compensable sick leave shall be placed for immediate assignment in the first available position within his/her classification. If necessary to provide the opening, the employee with the least seniority in that classification may be bumped.
- F. An employee on non-compensable sick leave who is not able to return at the end of the second year of leave, but is able to return prior to the end of the fourth year of leave, shall be eligible for re-employment in the first available position in his/her classification.
- G. Should an employee on non-compensable sick leave return within a two year period, and the classification in which he/she last worked no longer exists, he/she shall have the rights that he/she would have had under the layoff and recall provisions of Article 15 as far as bumping is concerned.

20.03

Leave for Union Business

- A. Members of the Union elected to an office in the local or international organization or selected by the Union to do work which takes them away from their employment with the Employer shall, at the request of the Union, be granted a leave of absence without pay or fringe benefits for a period not to exceed one (1) year.
- B. Leave for Union business shall be renewed each year for one (1) year periods up to the number of accumulated years of service with the district, provided that a certified request is made each year by the Union for the succeeding year prior to the expiration of the then current year.
- C. An employee granted leave for Union business shall, if he/she returns within a one (1) year period, be reinstated in the position, location, and shift that he/she occupied prior to such leave. Should he/she return after the one (1) year period, he/she shall be placed in the first available position in his/her classification. If necessary, the person in that classification with the least seniority may be bumped.
- D. Seniority shall be broken if a certified request for leave is not made as herein provided, and the employee fails to report for duty at the expiration of the approved leave and, also if the employee granted such leave, resigns or is severed from the representation position and does not apply for reinstatement within ten (10) days.

20.04 Military Service

- A. Employees who are inducted into the armed services of the United States shall be granted leaves in conformance with conditions established by Federal and State Laws.
- B. Employees who are reinstated in accordance with applicable Federal and State Laws and Regulations will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school on a full time basis under the applicable Federal laws in effect at the time of the leave.
- C. Employees who are in some branch of the armed services (Reserves or National Guard) following a period of active duty service of no less than eighteen (18) months shall be paid the difference between their service pay and their regular pay if the service pay is less, when they are on full time active duty for training purposes or emergency service, provided proof of service and amount of pay is submitted within 90 days after return to duty.

A maximum of ten (10) days of such service for training or emergency purposes will be recognized and a maximum of ten (10) additional days of emergency service will be recognized within a fiscal year of the school district.

20.05 Other Leaves

- A. Leaves of absence in excess of thirty (30) days for reasons other than those described above may be granted without pay or benefits and without seniority accumulation at the option of the Employer for a specific period of time, not to exceed one (1) year.
- B. Extensions to such leaves will not be granted if the total leave exceeds one (1) year.
- C. Employees returning from such leave shall be placed in the first available position for which he/she is qualified within the classification from which he/she was granted leave. If necessary to provide the opening, the person with the least seniority holding such a position may be bumped.

20.06 Short-Term Leave

- A. Short-term consent leaves, without pay but with continuing fringe

benefits and continuing seniority accrual, may be granted, at the option of the Employer, for periods of not less than five (5) nor more than thirty (30) days. When granted, specific leave dates and termination of leave dates shall be established. Employees granted such leave shall be required to report for duty upon the termination of such leave.

- B. No more than four (4) employees will be granted consent leaves concurrently. Dates of application shall prevail in cases where more employees request such leave for the same period.

The employer reserves the right to limit such short-term consent leaves to one (1) member from a classification or to deny any such leave if it will adversely affect the operation of the schools.

- C. Employees returning from short-term consent leaves shall return to the position, location, and shift that they held prior to the leave.

ARTICLE 21 HOLIDAYS

21.01 An employee whose regular work schedule includes any or all of the following days, and who is on duty the complete scheduled work day immediately prior to, and the complete scheduled work day following the holiday, shall receive a holiday with pay at the employee's current wage for such days:

- July 4
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas Day
- Christmas Day
- Day before New Year's Day
- New Year's Day
- Good Friday
- Easter Monday
- Memorial Day

21.02 Should any of the holidays described fall on Saturday, the preceding Friday shall be the general holiday. Should a holiday fall on Sunday, the general holiday shall be on Monday.

Where the holiday is changed under this provision and an employee works on the day declared a general holiday, he/she shall receive double time in addition to his regular day's pay. Should he/she work Saturday or

Sunday, other sections of this Agreement shall apply.

21.03 An employee absent due to illness or advance approved personal leave shall be considered as being present for holiday pay purposes.

21.04 It is agreed between both parties that the holidays shall be observed only when they do not conflict with the school calendar. If holidays conflict with the school calendar, the Union and the Employer shall mutually agree to a compensatory holiday.

ARTICLE 22 VACATION

22.01 Beginning with the 2004-05 school year, the calculation of vacation earnings for twelve-month employees shall begin on July 1 and end on June 30.

For 10 ½ month employees, the calculation of vacation earnings shall begin on the first workday of the school year and end on the last workday of the school year.

An employee shall not earn vacation time for any month in which the employee did not receive pay for more than one-half of the scheduled working days in that month.

22.02 The vacation allowance for twelve-month employees shall be as follows:

- A. Employees with at least six (6) months of service but less than twelve (12) months of service by June 30 shall be eligible for one (1) week of vacation, effective the following July 1.
- B. Employees with at least twelve (12) months of service by June 30 shall be eligible for two (2) weeks of vacation, effective the following July 1.
- C. Employees with at least five (5) years of service by June 30 shall be eligible for three (3) weeks of vacation, effective the following July 1.
- D. Employees with at least fifteen (15) years of service by June 30 shall be eligible for four (4) weeks of vacation, effective the following July 1.

22.03

Vacations for Clerical, Cafeteria and Other 10 or 10 1/2 Month Employees.

- A. Employees who will complete from six (6) months to nine (9) months of employment during the school year shall be granted their prorata share of vacation days which will be included within the school calendar.
- B. Employees with one (1) to five (5) school years of employment shall be granted eight (8) vacation days.
- C. Employees who have completed five (5) school years shall be granted twelve (12) vacation days.
- D. Employees who have completed fifteen (15) school years of service shall be granted fourteen (14) vacation days.
- E. All 10 or 10 1/2 month employees shall take their vacations on scheduled down days included in the calendar to the extent possible. Any additional days shall be taken during the school year prior to the last two weeks of the school year. Vacations will not be approved for the first two (2) weeks of the school year, with the exception of the Friday before Labor Day. Vacation days may not be carried over to the next year. If mutual agreement cannot be reached at the building level, the employee may appeal to the personnel office. If approved in advance by the personnel office, the employee may be paid for unused days at the end of the year.

22.04

All accumulated vacation days must be used between July 1 and June 30 with no carryover to the next year.

22.05

Vacations will be granted at such times during the year as are suitable, considering the wishes of the employees and the efficiency of the department or building involved.

During the period from the first day of school in September through the last day of school in June, no more than ten (10) percent of the twelve month staff may be granted vacation privileges at any one time.

When schools are closed for summer recess, vacations will be scheduled with the following guidelines.

Elementary Buildings - All custodians in the building will coordinate their vacation schedules so that at least one custodian is on duty at all times.

Secondary School Custodians, Maintenance, Grounds Crew, Bus Mechanics, Food Truck Drivers and Warehouse - Each group will coordinate its vacation schedules so that at least 50% of the group is on duty at all times.

22.06 For the most part, the vacations of twelve month employees must be taken in increments of at least one (1) week. With prior approval of the building principal and/or the Director of Buildings and Grounds, up to five (5) vacation days may be scheduled in full day units shorter than one week. Such scheduling must be approved at least two weeks in advance and must not interfere with the operation of the department.

All week long vacation requests including Christmas, New Year, Easter, Thanksgiving and mid-winter break weeks must be submitted by May 1 and approved by the Director of Buildings and Grounds. Weeklong requests will have priority over short time requests. Requests received by the May 1 deadline will be filled based on seniority.

The provisions of Sections 22.04 and 22.05 will be subject to continuing assessment related to their impact on 1) overtime costs, 2) sick leave usage, and 3) the operation of buildings and departments. If the administration demonstrates that there has been a significant adverse impact in any of the three areas, the language will revert to 1994-97 contract language. The Union may provide input in the assessment.

22.07 When a holiday is observed by the employee during a scheduled vacation, the vacation shall be extended by one (1) day for each holiday that occurs during the employee's vacation period.

22.08 Employees shall be given an opportunity to express their choice of vacation dates. However, the vacation schedule shall be as approved by the Supervisor concerned. If employee requested dates must be denied, the more senior employee shall receive preference.

22.09 Employees shall receive their current rate of pay based on their regular salary schedule while on vacation, and receive credit for any benefits provided for in this Agreement.

22.10 All 10 or 10 1/2 month employees who are not entitled to paid vacation days for all days when school is closed and who will receive pay deduction, may upon request, use a personal day instead.

**ARTICLE 23
LONGEVITY**

- 23.01 Longevity payments shall be made to all employees according to the schedule based or prorated on years of service within the Roseville Community Schools.
- 23.02 All longevity payments will be made on the first pay period in December.
- 23.03 Longevity payments for any employees working less than three (3) hours per day will be computed at the end of the school year on the following formula:
- No. of Hours Worked x Years of Service Longevity = 2080
- 23.04 Longevity payment for seven and one half and eight hour employees, including custodians, maintenance, warehouse, and clerical personnel regularly employed for twelve months.

Years of Service

In the Sixth Year thru the Ninth Year	\$ 525.00
In the Tenth Year thru the 14th Year	\$ 675.00
In the 15th Year thru the 19th Year	\$ 850.00
In the 20th Year thru the 24th Year	\$1050.00
In the 25th Year and thereafter	\$1200.00

Six to eight hour employees including clerical, cafeteria and drivers employed for ten and one-half months.

Years of service

In the Sixth Year thru the Ninth Year	\$ 484.00
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In the Tenth Year thru the 14th Year	\$ 608.00
In the 15th Year thru the 19th Year	\$ 752.00
In the 20th Year thru the 24th Year	\$ 940.00
In the 25th Year and thereafter	\$1090.00

Short Hour Employees -Three to four hour employees, employed for twelve (12) months.

Years of Service

In the Sixth Year thru the Ninth Year	\$ 428.00
In the Tenth Year thru the 14th Year	\$ 497.00
In the 15th Year thru the 19th Year	\$ 581.00
In the 20th Year thru the 24th Year	\$ 690.00
In the 25th Year and thereafter	\$ 840.00

Five to six hour employees, employed for twelve (12) months.

Years of Service

In the Sixth Year thru the Ninth Year	\$ 471.00
In the Tenth Year thru the 14th Year	\$ 575.00
In the 15th Year thru the 19th Year	\$ 701.00

In the 20th Year thru the 24th Year	\$ 865.00
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In the 25th Year and thereafter	\$1015.00
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Three to four hour employees employed for 10 or 10 1/2 months.

Years of Service

In the Sixth Year thru the Ninth Year	\$ 423.00
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In the Tenth Year thru the 14th Year	\$ 487.00
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In the 15th Year thru the 19th Year	\$ 567.00
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In the 20th Year thru the 24th Year	\$ 671.00
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In the 25th Year and thereafter	\$ 821.00
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Five or six hour employees, employed for 10 or 10 1/2 months.

Years of Service

In the Sixth Year thru the Ninth Year	\$ 462.00
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In the Tenth Year thru the 14th Year	\$ 561.00
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In the 15th Year thru the 19th Year	\$ 680.00
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In the 20th Year thru the 24th Year	\$ 830.00
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In the 25th Year and thereafter	\$ 980.00
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23.05 Proration of Longevity Credit

Should an employee working less than six (6) hours per day be promoted or transferred to a full time position, the longevity payments for that year shall be prorated based on the amount of the year spent in the short hour position. Payments after that period shall be based on full credit for all years of service.

**ARTICLE 24
MISCELLANEOUS**

24.01 Summer Help

During the summer period, when regular classes are not in session, the Employer may hire additional help for jobs which will neither add to nor subtract from the work of the regular employees including laid off employees. The additional help will be shared 50/50 by interested members of Local 732 and outside help management may decide to employ. This excludes regular substitutes who shall continue to work as assigned and shall not be a part of the above ratio.

24.02 Access to School Records

Employees may have access to the public records of the Board of Education upon request during regular office hours.

24.03 Access to Personnel Records

Employees may review their individual personnel records excluding any confidential records, such as, references received prior to employment, upon request, during regular office hours.

24.04 Summer Positions

Where summer positions are available through the operation of special summer programs, the openings will be posted if they fall within the work normally performed by members of the unit during the school year.

Selections will be made on the following basis:

- A. Persons within the building where the program is to operate will be given preference within their classification.

- B. Should the employees within the building not bid on the position, it shall be filled by qualified applicants on the basis of seniority.
- C. When duties performed are exactly the same, the employee shall receive the same rate of pay as they receive during the school year.

The parties recognize that certain federal programs require the utilization of local community residents. In such situations, non-union, non-employees may be hired to fill those positions required.

- 24.05 It is agreed that negotiation sessions between the parties shall be held at times mutually agreeable to both parties. Time will be shared with the Union negotiators receiving some release time from their positions. It is also agreed that management will not insist on unusual or arbitrary hours to circumvent the above paragraph.
- 24.06 Union building representatives and Union officers shall be permitted use of office machines. Papers, stencils and similar materials used shall be replaced by the Union. Use of equipment and materials shall be limited to local Union business.
- 24.07 When a building is in use for classes or for public programs, there shall be a custodian on duty.
- 24.08 The Employer may cooperate with the federal or state funded programs such as, WIN, Vocational Rehabilitation or Youth Corps without Union intervention as long as the Employer does not use persons from such programs to replace regular employees. Such employment shall be within all federal guidelines.

ARTICLE 25 OVERTIME

- 25.01 Full time employees shall be paid overtime rates for time worked beyond their regular shift.
- 25.02 Double time rate shall be paid for holidays and Sunday work unless otherwise noted herein. Time and one-half shall be paid for all hours worked on Saturday unless otherwise noted.
- 25.03 Short hour employees, not including drivers, who work less than six hours per day, may work extra hours up to eight (8) hours per day without overtime pay, provided the hours are within a regular shift. Hours beyond a regular shift shall be paid at time and one-half.

25.04 Short hour bus drivers, who work less than six hours per day, shall be paid overtime rates for hours worked after the end of their regular shift. Hours worked between their morning and afternoon runs will be at straight time up to eight hours per day.

25.05 A. Management may assign no more than seven (7) substitutes to replace employees absent from their positions. If additional coverage is needed, management may assign overtime from the building and/or master overtime list(s).

B. When overtime is necessary, it shall first be offered to full time members of the building staff where the overtime is needed. Overtime assignments shall be rotated so as to equalize overtime within the classification to the extent possible. Custodians who are assigned two buildings shall equalize their overtime between the two buildings.

25.06 Employees who are interested in overtime work outside of their own buildings shall submit their names to their immediate supervisors to be placed on a master overtime list for his/her classification provided the employee is qualified. There shall be a separate list for:

1. Custodian Maintenance Groups
2. Snow removal and Grass cutting. This list is limited to members of the Custodial/Maintenance Groups who have demonstrated the ability to operate the necessary equipment properly and safely.

If no employee in a given building claims an overtime assignment, the immediate supervisor shall make assignments from a list of those who have submitted their names and are qualified. Names will be listed in order of seniority. Overtime assignments shall be rotated so as to equalize overtime on the list to the extent possible. An employee rejecting an assignment shall be charged for the overtime refused and will be passed until the next time his/her name appears in rotation on the list. If management assigns overtime out of order the remedy will be to equalize the overtime as possible with the next assignment(s).

25.07 Employees whose regular days off are Saturday and Sunday who are required to work on Saturday shall be paid time and one-half for hours worked. If required to work on Sunday, they shall be paid at double time.

- 25.08 An employee called in for overtime duty shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half on their regular day or Saturday, double time for Sunday and triple time for holidays.

ARTICLE 26 RETIREMENT

- 26.01 An employee may retire in accordance with the provisions set forth by the Michigan Public School Employees Retirement Act.

- 26.02 An eligible employee may retire and receive full severance benefits provided he retires under the provision of the Michigan Public School Employees Retirement Act.

- 26.03 Upon submission of proof of retirement through the provisions of the Michigan Public Employees Retirement, employees shall receive a severance payment for their accumulated sick leave banks as follows:

Short-Term Sick Leave Bank

Employees shall receive a severance payment in the amount of fifty percent (50%) of the first seventy (70) accumulated sick leave days in their individual bank. Plus twenty percent (20%) of any additional sick leave accumulation ranging from 71 – 195 days.

Long-Term Sick Leave Bank

Employees shall receive a severance payment in the amount of seventy-five percent (75%) of the balance of days remaining.

Based on this formula, the maximum payout from both banks shall not exceed sixty (60) days.

- 26.04 In the event of the death of an employee, the severance payment described in Section 03 of this Article shall be paid to the estate of the employee or to his/her named beneficiary at the same rate and under the same conditions as would accrue upon retirement.

- 26.05 In the event of retirement or the death of an employee, the prorated share of any longevity payment earned as of that date shall be paid as a part of the final severance payment.

- 26.06 In the event of the retirement or death of an employee, the prorated share of any vacation pay earned but not used as of that date, shall be paid as part of the final severance payment.

**ARTICLE 27
WORKING CONDITIONS**

27.01

Working Day

- A. A full working day shall normally consist of the following:
1. Custodian 8 hours
 2. Maintenance 8 hours
 3. Secondary Clerical 7 1/2 hours
 4. Elementary Secretary 7 1/2 hours
 5. Head Cooks and Cooks As assigned but not to exceed 7 hours as a regular shift.
 6. Drivers As assigned but not to exceed 8 hours as a regular shift.
 7. Special Education Aide As assigned but not to exceed 7 hours as a regular shift.

27.02

Shifts

- A. Employees shall be eligible for premium pay when regularly assigned to an afternoon or midnight shift.
- B. Shifts shall be defined as follows:
1. Day Shift Any assignment starting on or after 4:00 a.m. but before 11:00 a.m. shall be considered a part of the day shift.
 2. Afternoon Shift Any assignment starting on or after 11:00 a.m. but before 7:00 p.m. shall be considered a part of the afternoon shift.

3. Midnight Shift

Any assignment starting on or after 7:00 p.m. but before 4:00 a.m. shall be considered a part of the midnight shift.

C. A person shall be considered assigned to a shift if his assignment is of a duration of at least five (5) working days.

27.03 Employees shall be at their workstation ready to begin their duties at their assigned time.

27.04 Starting Time

Starting time for each employee shall be set by:

- A. Custodians Director of Buildings and Grounds
- B. Clerical Immediate Supervisor
- C. Head Cooks and Cooks Food Service Supervisor
- D. Drivers Director of Buildings and Grounds
- E. Maintenance Director of Buildings and Grounds
- F. Spec. Ed. Aides Building Principal

27.05 Break Time

Employees scheduled to work from 4 to 6 hours shall be permitted one fifteen (15) minute break during the day. Employees scheduled 6 hours or more shall be permitted one fifteen minute break in the first half of their shifts and a fifteen (15) minute break in the second half of their shifts.

27.06 Lunch Periods

- A. Custodians Twenty (20) minutes, included as a part of the regular shift.
- B. Head Cooks and Cooks (5 to 7 hours) Twenty (20) minutes, included as a part of regular shift.

- | | | |
|----|---|--|
| | Head Cooks and Cooks
Less than 5 hours | As arranged, not included as part of a regular shift. |
| C. | Drivers | As arranged with supervisor, not included as part of a regular shift |
| D. | Secretarial, Clerical and Office & Building Aides | One (1) hour, not included as part of regular shift

When clerical lunch hour is to be determined, the most senior employee shall be given preference. |
| E. | Spec. Ed. Aides | As arranged, no less than thirty (30) minutes, not included as part of regular shift. |
| F. | Head Custodian High School | Thirty (30) minutes, not included as part of regular shift. |
| G. | Head Custodian Junior High | Thirty (30) minutes, not included as part of regular shift. |
| H. | Warehouse Personnel and Maintenance Department | One twenty (20) minute lunch period included as part of the regular shift. Paid lunch must be taken at site of assignment. |

27.07

Work Week

- A. The regular work week shall be five (5) days per week. Employees who regularly work on Saturday and Sunday shall receive straight time for those days unless holidays are involved.
- B. Employees called in on days, which are their regular days off, shall be paid time and one-half for hours worked on such days. If such days are holidays, they shall be paid double time in addition to their holiday pay.

27.08

Hours - Schools Not in Session

A. During any period when classes are not in session for two (2) days or more, afternoon and midnight shift employees shall work the day shift. Should a night activity be scheduled during this period, a night custodian shall be scheduled to work that night at the regular rate on a rotating basis.

B. Summer hours, as defined by the Board, will begin the Monday following the close of school in June.

Two (2) weeks prior to the start of the student school year in the fall, the low senior afternoon employee in each building will begin a late start shift for a one (1) week period to cover the building closing at 6:00 P.M. each day.

One (1) week prior to the start of the student school year in the fall, regular hours will resume for all custodial staff.

C. At Roseville High School, administration reserves the right to maintain evening coverage based on building needs. Any change in hours shall be on a rotating basis beginning with the low senior employee. When possible, notice of a change in shift shall be given to the affected employee forty-eight (48) hours in advance of the change.

27.09

No employee shall be required to work on the night of the annual Union Christmas party provided that the Union has notified the Building and Grounds office at least one (1) month in advance of the date of the event.

27.10

Evaluation of Work Loads

At the request of the employee, the principal or the Director of Buildings and Grounds, an evaluation of the workloads within a building may be conducted. As workloads are reevaluated, the Employer shall consult with the affected steward before the revised work load is implemented. Should the Union believe that the work load distribution in a given location is not equitable, the problem may be referred to a special conference.

27.11

Snow Removal

A. Snow removal shall hold priority over normal custodial duties. For unusually heavy snows, the district will make such provisions for machine removal as may be possible.

- B. On days which the district is closed because of inclement weather which teachers are not required to make up with extra days, custodial and maintenance employees working eight (8) hours or more shall be given eight (8) hours of compensatory time to be taken during the employees vacation or at a time school is not in session. Employees unable to report at the scheduled starting time must notify supervision. In order to qualify for compensatory time, the custodians and maintenance must actually work eight (8) hours. Anything less, even if combined with leave time of any kind does not or will not qualify for compensatory time.

The District will provide foul weather gear as recommended by the Director of Buildings and Grounds.

27.12 Special Rules-High School Auditoriums

Since certain specialized equipment is involved, the following rules shall be applied in regard to assignments to cover special functions in the auditoriums.

- A. Operation of special equipment for regular school activities, will be performed by qualified employees of Local 732 at their regular rates of pay, provided the work is done within their regular shift.
- B. When facilities are used by outside groups, employees will be paid at time and one-half to operate special equipment.
- C. All employees assigned in the Auditorium area shall have the opportunity to be trained and if qualified will rotate their services as activities are scheduled.
- D. Operators will be allowed short periods of time to familiarize themselves with activities which they will service and will receive overtime pay only on the nights of activities and for dress rehearsals.
- E. Persons who receive overtime pay for operating special equipment during their regular shift shall complete their regular assignment at straight time.

27.13 Miscellaneous

The Central Administration shall provide the Union with the names of persons to be considered as immediate supervisor for each group of employees within the unit. This listing shall be provided by September 1 of each year as quickly as possible whenever changes are made. The

Superintendent will notify the Union as to whom his/her designated representative will be in the administration of the contract.

27.14

Responsibility of Head Custodian

The Head Custodian shall be responsible for the care, maintenance and security of the school building. He/she is directly responsible to the building Principal(s) and indirectly responsible to the Director of Building and Grounds for the cleanliness, orderliness and general state of repair of the building and its grounds.

In addition to completing his/her own custodial and maintenance duties, the Head Custodian shall be responsible for conveying the Principal's written and oral directives regarding work assignments to the building custodial staff.

The building Custodian is responsible for carrying out such directives, as conveyed by the Building Principal through the Head Custodian.

27.15

Responsibilities of Head Cook and Cook

The Head Cook shall be responsible for the routine operations of the kitchen. He/she is directly responsible for orderliness, food safety, safe kitchen practices, meeting dietary guidelines, adhering to USDA regulations and all other procedures as directed by the Supervisor of Food Service. All Head Cooks and elementary Cooks must maintain current Health Department approved manager's certification.

After receiving a passing score, Head Cooks and elementary Cooks will be reimbursed the cost of taking the Health Department approved manager's certification test.

In addition to completing his/her own kitchen duties; the Head Cook shall be responsible for conveying the Supervisor of Food Services written and oral directives regarding work assignments to the kitchen staff.

The Cooks are responsible for carrying out such directives, as conveyed by the Supervisor of Food Service and/or through the Head Cook.

27.16

Emergency Conditions

When emergency conditions exist in a building or buildings, and teachers and students are dismissed early, and the building is declared closed, and the lost time will not be made up by teachers; clerical staff and special education aides shall be dismissed without loss of pay. In the event there is a funeral for a member of the Union, all members

assigned to the same building as the deceased shall be dismissed to attend the funeral without loss of pay or funeral leave days.

ARTICLE 28 OBLIGATIONS OF THE BOARD

28.01 Union Bulletin Boards

The Employer shall provide bulletin boards in each building which may be used by the Union for posting notices pertaining to Union activities of Local 732.

28.02 Uniforms required to be worn by employees of the school system shall be purchased at the expense of the school district, except in the case of drivers who shall be allocated a specific amount for uniform and laundry. Custodians, maintenance personnel, head cooks and cooks shall be allotted a specified amount to launder their uniforms.

28.03 Mileage Payments

School personnel required to use their own automobiles on official school business shall be reimbursed at the district's prevailing mileage rate, upon submission of the proper form approved by their immediate supervisor.

28.04 Pay Periods

All full time employees shall be paid on alternate Fridays an amount equal to their earnings for the preceding two weeks.

Employees working afternoon or midnight shifts shall be paid on the Thursday immediately preceding the regular pay day.

Ten and ten and one-half month employees who work more than six and one-half hours per day may choose 21 or 26 pay periods. Following ratification of the 2003-2006 agreement, Union and Management will meet to develop procedures for application and implementation.

Administration is authorized to deduct from future checks any advances and/or overpayments for absences by employees who do not have days in their sick banks. The amount of deductions will be limited to the amount of the advances or overpayments.

28.05 Rates of Pay

Rates of pay shall be as described in Appendix C for each classification and/or type of position.

28.06 Custodian-watchman shall be assigned to either warehouse and delivery duties or as school replacements on days when school is in session at the discretion of the Director of Buildings and Grounds.

When school is not in session, they may be assigned to a building if other personnel assigned to that building are absent due to vacation schedules or illness.

28.07 Subcontracting

- A. The Employer agrees that work normally performed by its work force will not be subcontracted, as long as employees are available and the necessary equipment is owned by and available to the District.

Paragraph 28.07, A, shall remain in effect through June 30, 1995 but the language will stay in the contract until all the AFL-CIO lawsuits appealing the sub-contracting section of P.A. 112 are exhausted. Effective July 1, 1995 paragraph 28.07, A, shall become null and void unless and until the current lawsuit and future lawsuits filed during the term of this contract appealing the legal restriction on negotiating subcontracting provisions is upheld in the court of final appeal.

- B. Supervisors shall not perform the work that is performed by members of the bargaining unit except in cases of instruction of employees.

28.08 Hospitalization Insurance

- A. Local 732 will be invited to participate in any flexible spending or cafeteria benefits plan that may be initiated in the district.

The Employer agrees to provide hospitalization and major medical insurance for full time employees hired into Local 732 prior to July 1, 1989 and working six (6) hours or more per day and his/her immediate family through a plan approved by the Board of Education. Such plan shall be equivalent to Blue/Cross Blue Shield comprehensive semi-private MVF2, hospitalization program with the following riders: RPS, D45NM, SA, XF, IMB, OPC, CC, COB, ML with Option 4 Master Medical coverage providing for

90/10 co-payments with \$150 single/\$300 family deductible on Master Medical charges, reciprocity rider on Blue Cross. Prescription drugs co-pays will be \$10 generic and \$20 non-generic.

- B. Employees hired into Local 732 after July 1, 1989, and scheduled seven (7) or more hours per day, shall be provided with coverage as described in paragraph A above.
- C. Employees hired into Local 732 after July 1, 1989 and scheduled six (6) to seven (7) hours per day will be provided with a major medical insurance plan. Prescription drug co-pays will be \$10 generic and \$20 non-generic.

Hospitalization insurance will be offered to retirees for a period of 30 days after the month in which they retire, or until confirmation of hospitalization coverage from the State Retirement Board, whichever comes first. In any disputes, conditions of the policy prevail.

- D. In conformance with Public Law 93-222 as amended, the Board and the Union, agree to offer Health Maintenance Organization (HMO) coverage as a voluntary option for employees to the present health insurance plan offered by the District.

The District will contribute the full monthly premium for employees electing the enrollment option, provided the rate does not exceed the health insurance premium in force during the term of the contract. In any disputes, conditions of the policy prevail.

Husbands and wives jointly employed by the District may elect to enroll in the HMO. If one spouse chooses to continue present coverage through the insurance plan and the other spouse elects the option of HMO membership, the combination of coverage under both plans may not be on a two-person or family basis concurrently.

Employees electing the HMO option may withdraw from the plan only during the open enrollment period for the health insurance plan. Employees may only enroll in the HMO during established open enrollment periods.

- E. If the employer requires a physical examination, the employer will pay for it.

F. The following Cafeteria Plan will be offered as described below provided that it does not violate any laws and/or not change the tax status of the Benefit Plan of the Roseville Community Schools. If the program is judged in non-compliance with law or IRS Regulations the Union and the Board will meet to explore alternatives.

The plan year will be effective October 1 through September 30.

Should either party wish to change the Cafeteria Plan Year from October - September the parties shall meet to agree on the changes.

Members (with a scheduled 6 hours or more) who do not enroll in medical coverage programs, and show documentation that they have coverage from a different source will be eligible for an annual stipend in the amount of \$1,000. In the case where a married member's spouse is also eligible for medical coverage with the Roseville Schools only one of the married couple will be eligible for any stipend or added benefit listed below.

Members who are enrolled in medical coverage as two-person family will be eligible for an annual stipend in the amount of \$250 plus an enhanced benefit. Members enrolled in single person medical coverage will be eligible for an annual stipend of \$500 plus an enhanced benefit. The enhanced benefits will be announced on September 1 for the next Cafeteria Plan Year effective October 1 through September 30.

All members eligible to participate in the Cafeteria Plan will also be eligible to participate in Salary Reduction Reimbursement Accounts for Child Care and Medical Expenses.

28.09 Life Insurance

The Employer shall provide Life Insurance policies for employees covered under this contract as follows:

Thirty (30) hours per week or more	\$30,000.00
Twenty (20) to thirty (30) hours	\$15,000.00

28.10 Disability Insurance

The Employer will provide long term disability income insurance for each employee working thirty (30) hours per week or more in their regular assignment. The terms of the policy shall provide that payments shall begin after 90 days of disability and will continue coverage as long as the disability continues for the balance of his/her life, or until retirement under the Michigan Public School Employees Retirement Act, or until the age of 65, whichever comes first.

This coverage will be for sixty percent (60%) of the employees annual wage on a fully integrated basis with other coverage with a maximum wage consideration of \$2,000 per month. All terms and conditions of the policy shall prevail.

28.11 Employees on approved leave of absence due to illness or accident shall have insurance coverage continued for up to one year of such absence.

28.12 Employees and/or their spouses and dependents who are no longer eligible for insurance coverage may be eligible for self-paid group health insurance under the Consolidated Omnibus Budget Reconciliation Act of 1986. (COBRA)

28.13 Optical Insurance

Beginning the first of the month following ratification and approval of this Agreement, the Board shall contract to provide Optical Insurance to full time employees who are members of the unit and their families. Such optical coverage shall be equal to that provided by Co-Op Optical Service, Group II.

28.14 Dental Insurance

Employees shall be eligible for a dental insurance plan providing the following benefits, with maximum limits as defined in the plan:

1. 100% coverage for examinations, cleaning and emergency palliative care, except radiographs.
2. 85% on balance of Class I procedures.
3. 60/40% insurance/employee co-payment for all Class II procedures.
4. 50/50% insurance employee co-payment for all Class III benefits.

**ARTICLE 29
LAW SAVING CLAUSE**

- 29.01 In the event that any of the terms, conditions or provisions of this Agreement should be rendered or declared invalid by reasons of existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such provision shall be null and void: however, all other terms, conditions and provisions shall remain in full effect. A special conference may be called to discuss the provisions declared or rendered invalid.

**ARTICLE 30
RATIFICATION AND APPROVAL**

- 30.01 The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them. It is further agreed that the bargaining team will recommend to the employees that it be ratified.

**ARTICLE 31
DURATION OF AGREEMENT**

- 31.01 This Agreement shall become effective July 1, 2006 and shall continue in full force and effect to and including June 30, 2009, when it shall terminate. Should either party desire to continue this Agreement or renegotiate it, they shall give the other party written notice to that effect not less than sixty (60) days nor more than one hundred twenty (120) days prior to its expiration date.
- 31.02 Neither party shall be required to agree to any modifications to the Agreement nor shall they be required to bargain collectively with the other with respect to any subject or matter covered or referred to in this Agreement or with respect to any subject or matter not covered or referred to in this Agreement.

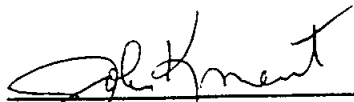
Should the parties mutually agree, they may reach supplemental agreements or amendments. Any such supplemental agreements or amendments shall be approved or rejected within a period of twenty (20) days following the conclusion of negotiations.

ARTICLE 31
DURATION OF AGREEMENT (Cont.)

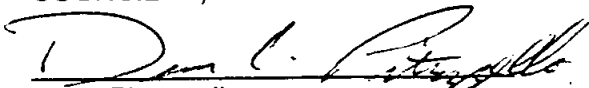
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ROSEVILLE COMMUNITY SCHOOLS

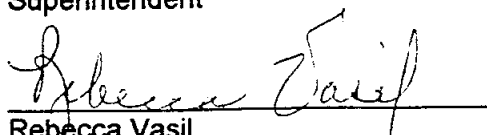
LOCAL 732, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
COUNCIL 25, AFL-CIO



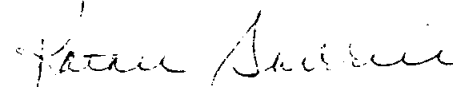
John Kment
Superintendent



Dean Pitruzzello
President



Rebecca Vasil,
Deputy Superintendent/
Chief Negotiator



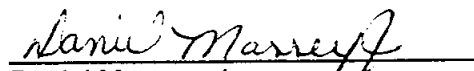
Kathie Sherrill, AFSCME Council 25
Staff Representative



Lynn Hutchison
Assistant Superintendent of
Business and Finance



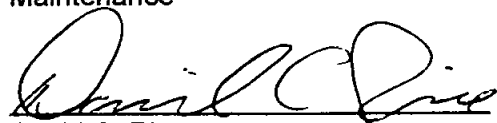
Cheryl Dadich
Chief Steward



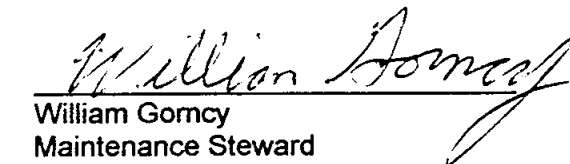
Daniel Massey, Jr.
Coordinator of Transportation and
Maintenance



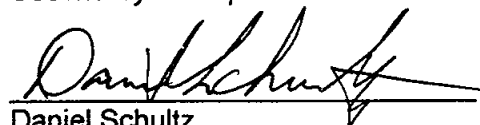
Patrick Eineichner
Custodial Steward



David C. Rice
Secondary Principal



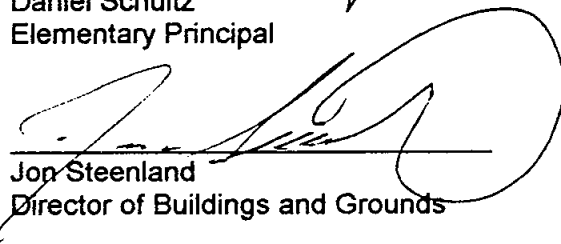
William Gornoy
Maintenance Steward



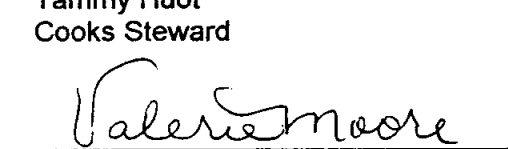
Daniel Schultz
Elementary Principal



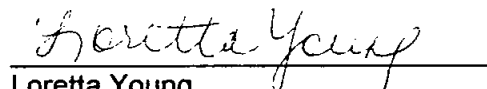
Tammy Huot
Cooks Steward



Jon Steenland
Director of Buildings and Grounds



Val Moore
Transportation Steward



Loretta Young
Supervisor of Food Service



Diane Roddis
Clerical Steward

MEMORANDUM OF AGREEMENT

A committee of the Union and the Board will meet to develop guidelines for reducing transportation costs associated with after school events and activities.

Items to be addressed will include but not be limited to

- A. Board standards for assigning mileage charges
- B. Guidelines for teachers and athletic department staff regarding optimizing timing and scheduling of activities.
- C. Differentiated salary schedules for drive time, wait time, overtime, et cetera.

It is agreed that the committee will not address nor attempt to modify the existing hourly rate for drivers on regular hours.

The committee will meet before May 30, 1997, with the goal of having changes in place for the 1997-98 school year.

LETTER OF AGREEMENT

During the period of 2006-13, management reserves the right to alter custodial hours as needed to accommodate bond projects and construction schedules. Any change in hours shall be on a rotating basis beginning with the low senior employee. When possible, notice of a change in shift shall be given to the affected employee 48 hours in advance of the change.

FOR THE BOARD

Rebecca Vaief

9/29/06

Date

FOR THE UNION

Karen Sullivan
Don C. P. [Signature]

9/29/06

Date

LETTER OF AGREEMENT

As part of the settlement of the 2006-09 collective bargaining agreement the Union will agree to accept modifications to the health care plan, provided that the modifications are also implemented in the Roseville Federation of Teachers collective bargaining agreement.

In the absence of an RFT agreement, the Union will agree to reopen negotiations with the Administration with the goal of exploring health care cost containment measures.

FOR THE BOARD

Rebecca Vaief

9/29/06

Date

FOR THE UNION

Karen Sullivan
Don C. P. [Signature]

9/29/06

Date

SECTION A

TRANSPORTATION

ARTICLE 1
WORKING CONDITIONS

A 1.01 Short hour bus drivers, who work less than six hours per day, shall be paid overtime rates for hours worked after the end of their regular shift. Hours worked between their morning and afternoon runs will be at straight time up to eight hours per day.

A 1.02 WORKING DAY

A full working day for drivers shall be as assigned but not to exceed eight hours as a regular shift.

A 1.03 STARTING TIME

Starting time for the drivers shall be set by the Director of Building and Grounds.

A 1.04 BREAK TIME

Employees scheduled to work from 4 to 6 hours shall be permitted one fifteen (15) minute break during the day. Employees scheduled 6 hours or more shall be permitted one fifteen minute break in the first half of their shifts and a fifteen (15) minute break in the second half of their shifts.

A 1.05 LUNCH PERIODS

Lunch periods for the drivers shall be as arranged with the supervisor, not included as part of a regular shift

A 1.06 All transportation personnel shall report their absence to the Department of Buildings and Grounds at least one (1) hour before the start of his/her shift.

ARTICLE 2
OBLIGATIONS OF THE BOARD

A 2.01 Bus Drivers - Annual Bid

- a. Following the fifth week during which classes are held, all bus runs, except twelve month routes, shall be posted and drivers shall be permitted to bid for positions on the basis of seniority with the most senior full time driver having first choice. After full time drivers have chosen their routes, part time drivers shall have the opportunity to bid on the basis of seniority.

- b. After the Annual Bid, any bus run that is increased or decreased by thirty (30) minutes shall go up for rebid. An employee would be allowed to bid only if it is an increase in time for him/her.
 - c. New routes and permanent vacancies will be bid when they occur.
- A 2.02 The minimum regular work schedule shall be no less than two (2) hours per day.

ARTICLE 3 MISCELLANEOUS

- A 3.01 During the summer period, when regular classes are not in session, the Employer may hire additional help for jobs which will neither add to nor subtract from the work of the regular employees including laid off employees. The additional help will be shared 50/50 by interested members of local 732 and outside help management may decide to employ. This excludes regular substitutes who shall continue to work as assigned and shall not be a part of the above ratio.

A 3.02 Emergency Conditions

When (1) emergency conditions in a building or buildings prevail and (2) teachers and students are dismissed early, and (3) the building is declared closed, and (4) the lost time will not be made up by teachers, clerical staff and special education aides shall be relieved without loss of pay.

In the event there is a funeral for a member of the Union, all members assigned to the same building as the deceased shall be dismissed to attend the funeral without loss of pay or funeral leave days.

MEMORANDUM OF UNDERSTANDING

The following Agreement is made in full settlement of the class action transportation grievance scheduled to be heard by the American Arbitration Association on April 23, 1986. That grievance is hereby withdrawn in return for the following understandings:

- A. If students are transported to and from the following school sponsored activities, the students shall be transported by a school owned vehicle driven by a member of the bargaining unit:
 - 1. Athletic competitions where school teams are participants.
 - 2. Field trips which are required as part of any credit class.
 - 3. Other competitions, fairs, or tournaments where the District sponsors the participants.

- B. **Exception:** The terms of paragraph A shall not apply to transportation of not more than fourteen (14) students and two (2) vehicles to the same destination if the vehicles are operated by a certified employee of the District.

This paragraph will go into effect on July 1, 1995.

2. The terms of this Agreement shall not limit the right of the District to utilize public transportation or require students to provide their own transportation to non-required activities as has been done in the past provided this does not result in any loss of work customarily performed by members of this bargaining unit. Examples where bus drivers are not required are: band camp (except where the Board authorizes a school bus), ROTC trips, out of state, overnight activities.

3. Transportation of any students to any regularly scheduled class or activity which is part of the student's academic program is acknowledged to be bargaining unit work. Except, a certified or professional employee may, within the limitations of paragraph 1 B, transport students in a school vehicle for the purpose of testing, evaluation or other special activities.

SECTION B

CLERICAL

ARTICLE I
WORKING CONDITIONS

B 1.01 WORKING DAY

A full working day shall normally consist of the following:

Secondary Clerical	Seven and One Half Hours
Elementary Secretary	Seven and One Half Hours
Special Education Aide	As assigned but not to exceed seven hours per day.

B 1.02 STARTING TIME

Work day for clerical shall be set by their immediate supervisor.

Work day for special education aides shall be set by the building principal. A schedule of mandatory work days (i.e., staff meetings, conferences, etc.) shall be provided prior to the start of school for students.

B 1.03 BREAK TIME

Employees scheduled to work from 4 to 6 hours shall be permitted one fifteen (15) minute break during the day. Employees scheduled 6 hours or more shall be permitted one fifteen minute break in the first half of their shifts and a fifteen (15) minute break in the second half of their shifts.

B 1.04 LUNCH PERIODS

Lunch periods for the clerical staff shall be one (1) hour, not included as part of the regular shift. When clerical lunch hour is to be determined, the most senior employee shall be given preference.

Lunch periods for the special education aides shall be as arranged, no less than thirty (30) minutes, not included as part of the regular shift.

B 1.05 Clerical and Special Education Aides personnel shall report their absences to the central switchboard no later than 7:00 a.m.

ARTICLE 2
OBLIGATIONS OF THE BOARD

B 2.01 Office and Building Aides - Annual Bid

Following the fifth week during which classes are held, all building aide assignments shall be reevaluated as to the hours to be assigned and building aides shall be permitted to bid for positions on the basis of seniority with the most senior aide having first choice.

B. 2.02 The minimum regular work schedule shall be no less than two (2) hours per day.

B 2.03 Clerical Training

A clerical employee holding a position for which the qualifications have been upgraded shall be reimbursed for tuition charges and provided necessary textbooks if required to meet the new qualifications.

B 2.04 Reduced Hours during School Recess-Clerical

The hours of twelve month clerical personnel shall be reduced by one half hour per day during any period when school is not in session for two (2) days or more except for the last week before school starts in the fall and the first week after school is dismissed in the spring. There shall be no reduction in pay during these periods.

B 2.05 Additional Weeks - Clerical

Should additional weeks of work be required of clerical personnel, the hours shall be arranged so that clerical personnel will not be alone in the school buildings.

Elementary Secretaries will report to work for the new school year on the elementary principals' official return date.

B 2.06 OFFICE & BUILDING AIDES ELEMENTARY CLERICAL RATIO

The Board will supply additional clerical help on the basis that there should be a minimum of one hour of clerical help for each 50 students up to 350 students, and three hours for each 100 students enrolled after 351, or 1 hour for each 33 students or major fraction provided that each building shall have at least one full time secretary assigned. If a building

aide is entitled to six hours or more, he/she will be eligible to receive a medical insurance policy under the guidelines described in Article 29.12 of the contract, except if the aide is covered by health insurance through an outside source, they will not be eligible for a Board sponsored health plan.

Office and Building Aides shall be used as substitutes in their assigned buildings for clerical personnel on leave. When their schedule permits they will be used as substitutes where no building aide is assigned. When substituting the rate of pay shall be the probationary rate for that classification after three (3) consecutive days they shall be paid at Step 1.

B 2.07 PAY PERIODS

All full time employees shall be paid on alternate Fridays an amount equal to their earnings for the preceding two weeks.

Ten and ten and one-half month employees may choose 21 or 26 pay periods.

**ARTICLE 3
MISCELLANEOUS**

B. 3.01 During the summer period, when regular classes are not in session, the Employer may hire additional help for jobs which will neither add to nor subtract from the work of the regular employees including laid off employees. The additional help will be shared 50/50 by interested members of local 732 and outside help management may decide to employ. This excludes regular substitutes who shall continue to work as assigned and shall not be a part of the above ratio.

B 3.02 Emergency Conditions

When (1) emergency conditions exist in a building or buildings and (2) teachers and students are dismissed early, and (3) the building is declared closed, and (4) the lost time will not be made up by teachers, clerical staff and special education aides shall be relieved without loss of pay.

In the event there is a funeral for a member of the Union, all members assigned to the same building as the deceased shall be dismissed to attend the funeral without loss of pay or funeral leave days.

ARTICLE C

CAFETERIA

ARTICLE I
WORKING CONDITIONS

C 1.01 WORKING DAY

A full working day shall normally consist of the following:

Head cooks and cooks	As assigned but not to exceed seven (7) hours as a regular shift
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C 1.02 STARTING TIME

Starting time for head cooks and cooks shall be set by the Food Service Supervisor.

C 1.03 BREAK TIME

Employees scheduled to work from 4 to 6 hours shall be permitted one fifteen (15) minute break during the day. Employees scheduled 6 hours or more shall be permitted one fifteen minute break in the first half of their shifts and a fifteen (15) minute break in the second half of their shifts.

C 1.04 LUNCH PERIODS

Lunch periods for head cooks and cooks who work from five (5) to seven (7) hours shall be twenty (20) minutes, included as part of the regular shift.

Lunch periods for head cooks and cooks working less than five (5) hours shall be as arranged, not included as part of the regular shift.

C 1.05 Food Service personnel shall report their absence to the office of the Supervisor of Food Service by 7:00 a.m., except in emergency situations. In addition, Food Service personnel who start work prior to 7:00 a.m. shall make arrangements with his/her designated representative one-hour before they are due to start work.

ARTICLE 2
OBLIGATIONS OF THE BOARD

C 2.01 EQUALIZATION OF WORK DAYS - CAFETERIA

To the extent possible, the number of days of employment for cafeteria personnel shall be equalized. The Supervisor of Cafeterias shall furnish a calendar to all cafeteria personnel after school starts showing the schedule of work days.

C 2.02 The minimum regular work schedule shall be no less than two (2) hours per day.

ARTICLE 3
MISCELLANEOUS

C 3.01 During the summer period, when regular classes are not in session, the Employer may hire additional help for jobs which will neither add to nor subtract from the work of the regular employees including laid off employees. The additional help will be shared 50/50 by interested members of local 732 and outside help management may decide to employ. This excludes regular substitutes who shall continue to work as assigned and shall not be a part of the above ratio.

C 3.02 EMERGENCY CONDITIONS

When (1) emergency conditions exist in a building or buildings and (2) teachers and students are dismissed early, and (3) the building is declared closed, and (4) the lost time will not be made up by teachers, clerical staff and special education aides shall be relieved without loss of pay.

In the event there is a funeral for a member of the Union, all members assigned to the same building as the deceased shall be dismissed to attend the funeral without loss of pay or funeral leave days.

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION OF DUES

TO: Roseville Community Schools

FROM:

First Name
(please print)

Middle Name

Social Security Number

Effective _____, I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME, Local 732 and effective the same date to deduct from my earnings the second pay period of each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the treasurer of Local 732 of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me upon written notice to the Union and the Employer thirty days prior to the intended termination date.

Employee's Signature

Address

City

State

Zip



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

**APPENDIX C
SALARY SCHEDULE AND ADDED BENEFITS**

CUSTODIAN AND MAINTENANCE GROUPS				
Position	Step	2006-07	2007-08	2008-09
Custodian				
Grounds Crew				
Bus Driver/Mechanic Helper				
Utility Custodian	Probation	17.29	17.72	18.16
Cafeteria Truck Driver	Step 1	18.87	19.34	19.82
Pool Custodian	Step 2	19.58	20.07	20.57
Mail Truck Driver	Step 3	20.32	20.83	21.35
Jr High Head Custodian	Probation	18.99	19.46	19.95
Guest CC Head Custodian	Step 1	20.49	21.00	21.53
Maintenance/Mechanic Asst.	Step 2	21.27	21.80	22.35
	Step 3	22.12	22.67	23.24
Sr. High Head Custodian	Probation	19.58	20.07	20.57
Jr. High w/pool Head Custodian	Step 1	21.25	21.78	22.32
	Step 2	22.02	22.57	23.13
	Step 3	22.83	23.40	23.99
Maintenance	Probation	21.42	21.96	22.51
Mechanic	Step 1	23.06	23.64	24.23
Warehouse Manager	Step 2	23.91	24.51	25.12
	Step 3	24.77	25.39	26.02
Senior Maintenance*		25.35	25.98	26.63
Mail Truck Driver*		20.96	21.48	22.02
*These job classifications and salary lanes will be maintained only until employees in place on July 1, 2006 vacate the positions.				
Bus Drivers – Regular 4 to 8 hrs	Probation	16.91	17.33	17.76
	Step 1	18.07	18.52	18.98
	Step 2	18.52	18.98	19.45
	Step 3	19.30	19.78	20.27
Chauffeur License: An employee(s) required by the employer to have a valid CDL-BP or CDL-PS license shall be reimbursed for the license fee or fee for renewal upon presentation of a valid receipt for such a fee.				

CLERICAL GROUPS				
Position	Step	2006-07	2007-08	2008-09
Secretary to High School Principal	Probation	17.13	17.56	18.00
	Step 1	17.95	18.40	18.86
	Step 2	18.67	19.14	19.62
	Step 3	19.41	19.90	20.40
	Step 4	21.38	21.91	22.46
Secretary to Asst. High School Principal, Secretary to Jr. High School Principal, Secretary to Elementary Principal	Probation	16.66	17.08	17.51
	Step 1	17.48	17.92	18.37
	Step 2	18.14	18.59	19.05
	Step 3	18.89	19.36	19.84
	Step 4	20.94	21.46	22.00
Attendance, Counselor's and Internal Accounts Clerk	Probation	16.36	16.77	17.19
	Step 1	17.26	17.69	18.13
	Step 2	18.02	18.47	18.93
	Step 3	18.67	19.14	19.62
	Step 4	20.63	21.15	21.68
Control Clerk	Probation	15.45	15.84	16.24
	Step 1	16.24	16.65	17.07
	Step 2	16.90	17.32	17.75
	Step 3	17.72	18.16	18.61
	Step 4	19.64	20.13	20.63
General Clerk	Probation	15.02	15.40	15.79
	Step 1	15.81	16.21	16.62
	Step 2	16.45	16.86	17.28
	Step 3	17.26	17.69	18.13
	Step 4	19.14	19.62	20.11
Office and Building Aide	Probation	11.93	12.23	12.54
	Step 1	12.93	13.25	13.58
	Step 2	13.75	14.09	14.44
	Step 3	15.38	15.76	16.15

SPECIAL EDUCATION				
Position	Step	2006-07	2007-08	2008-09
Special Education Aide	Probation	16.08	16.48	16.89
	Step 1	17.62	18.06	18.51
	Step 2	18.32	18.78	19.25
	Step 3	19.05	19.53	20.02
CAFETERIA GROUP				
Head Cook	Probation	13.14	13.47	13.81
	Step 1	13.88	14.23	14.59
	Step 2	14.43	14.79	15.16
	Step 3	15.02	15.40	15.79
	Step 4	15.76	16.15	16.55
Cook	Probation	12.32	12.63	12.95
	Step 1	12.85	13.17	13.50
	Step 2	13.33	13.66	14.00
Head cooks and cooks who supply evidence that they have successfully completed the coursework for Health Department approved manager certification will receive a one time payment of \$200, less any district incurred cost for tuition, mileage, etc.				

**APPENDIX C
SALARY SCHEDULE AND ADDED BENEFITS**

Hourly Rate Premiums:

Afternoon shift	\$.25
Midnight shift	\$.25
Night Leader	\$.25
Cafeteria Truck Driver	\$.25
Pool Custodian	\$.25
Grounds Crew	\$.25
**Mail Truck Driver	\$.25
Clerical with related Associates or Bachelors Degree	\$.25
Maintenance w/technical license (such as HVAC, journeyman specialties, etc. as required for day-to-day work in position.)	\$1.50
Master Mechanic (certified)	\$1.50

These premiums are added to the hourly rate and are not cumulative from year to year. Premiums are not considered part of compensation for the purpose of bumping.

*All current employees working in these positions are grandfathered at current classification, pay grade and stipend.

**Mail Truck Driver grandfathered at 2005/2006 pay rate will not receive the \$.25 hourly rate premium.

Uniforms Custodial and Maintenance

\$62.50 payable two times per year on a separate check. This payment will begin when the uniforms have been purchased and the employees are required to launder their uniforms.

Bus Drivers	\$60.00 per year
Cafeteria full time	\$55.00 per year for laundering of uniforms
Cafeteria part time	\$40.00 per year for laundering of uniforms

An employee will move forward on the salary schedule one step after each full year of employment on the anniversary date of employment. Whenever an employee is promoted or reclassified upward, the employee will be placed on the step of the salary scale providing a minimum increase of \$.43 (forty-three cents) per hour or will be at the maximum of the new scale whichever is lesser.

APPENDIX D

SICK AND PERSONAL DAY USAGE INCENTIVES

- A) For each qualification period worked without a deduction from his/her sick bank or an unpaid absence, employees shall qualify for additional vacation days or additional pay according to the following program:

EXAMPLE:

First Qualification Period: Choice of one (1) vacation day or Fifty Dollars (\$50) at the employee's option.

Second Qualification Period: Choice of one (1) vacation day or Fifty Dollars (\$50) at the employee's option.

Third Qualification Period: Choice of one (1) vacation day or Fifty Dollars (\$50) at the employee's option.

Fourth Qualification Period: If the employee has already received three (3) vacation days during that school year then payment of fifty (\$50) is to be provided. If the three (3) vacation days have not been earned then the choice of a vacation day or fifty (\$50) may be taken at the employee's option.

- B) Beginning October 1, 2003, qualification periods are as follows:

- a) 12 month employee - January 1 - March 31
April 1 - June 30
July 1 - September 30
October 1 - December 31

- b) 10 ½ month employees – First work day of the school year through the last work day of the first semester and; the first work day of the second semester through the last work day of the school year.

- C) Any employee who achieves perfect attendance (no deductions from his/her sick bank or no unpaid absence) for the entire work year will be granted an additional vacation day at the conclusion of the work year.

Work year is defined as follows:

- a) 12 month employees - July 1 - June 30
- a) 10 ½ month employees – First day of work in the fall through last day of work in June.

If there has been anything inadvertently left out of the contract because of the reorganization of the sections, it was not intentional and the language will still be in effect.

INDEX

A			
Additional Weeks-clerical	59		
Afternoon Shift – Custodial	38		
Agency Shop	2-3		
Aid to Other Unions & Activities	3		
Annual Bid Bus Drivers	54-55		
Arbitrator, Powers of	8		
Auditorium, High School Special Rules	42		
B			
Bargaining Agreement	1		
Management Rights	2		
No Strike Clause	2		
Break Times	39		
Bulletin Boards, Union	44		
Bumping Rights	13-14		
C			
Cafeteria	61		
Check Off	3-4		
Clerical	57		
Conferences, Special	5		
D			
Day Shift Custodial	38		
Dental Insurance	48		
Disciplinary Action, Suspension, Discharge	8-9		
Duration of Agreement	49-50		
E			
Emergency Conditions	43		
Custodial	43		
Cafeteria	63		
Clerical	60		
Transportation	55		
F			
Funeral Leave	19-20		
G			
Grievances	5-6		
Grievance Form	65		
Grievance, Investigation of	6		
Grievance Procedure	6-8		
H			
Head Custodian, Responsibility of	43		
Head Cook, Responsibility of	43		
Holidays	27-28		
Hospitalization Insurance	45-47		
Hours – Shifts	38-39		
Hours, Schools Not In Session	41		
I			
Incentive-Sick & Personal Day Usage	70		
Injury on the Job	23-24		
Insurances			
Dental	48		
Disability	48		
Hospitalization	45-47		
Life Insurance	47		
Optical	48		
J			
Jury Duty	23		
L			
Law Saving Clause	49		
Lay Off and Recall Procedures	13-15		
Leaves of Absence	19-27		
Funeral	19-20		
Holidays	27-28		
Jury Duty	23		
Injury On-the-Job	23-24		
Leave Non-Compensable	24-25		
Leave - due to Physical Incapacity	24-25		
Leave for:			
Military Service	26		
Other Leaves	26		
Personal Leave	23		
Short-term Leave	26-27		
Sick Leave	20-23		
Sick & Personal Day Usage Incentive	70		
Leave-for Union Business	25		
Vacation	28-30		
Life Insurance	47		

INDEX

L (cont.)

Longevity	31-34
Proration of Longevity Credit	34
Long-Term /Short-Term Bank	21
Lunch Times	39-40

M

Management Rights	2
Memorandum of Agreement	51
Memorandum of Understanding	56
Mileage Payments	44

N

No Strike Clause	2
------------------	---

O

Obligations of Board	44-47
Office & Bldg Aides- Elem.	
Clerical Ratio	59-60
Optical Insurance	48
Overtime	35-37

P

Pay Periods	44
Personal Leave	23
Personnel Records,	
Access to	34
Probation & Seniority	9-12
Promotions	17-19
Purpose and Intent	1

R

Rates of Pay	45
Hourly Rate Premiums	69
Ratification and Approval	49
Recall, & Layoff Procedures	13-15
Recognition	2
Reduced Hours – Clerical	59
Retirement	37

S

Salary Schedule &	
Added Benefits	66-69
Seniority	9-12
Short-Term Leave	26-27
Sick Leave	20-23
Sick & Personal Day	
Usage Incentive	70-71

Snow Removal	41-42
Special Rules-High School-	
Auditoriums	42
Starting Times Shifts	38-40
Subcontracting	45
Summer Help	34
Summer Positions	34-35
Suspension & Discharge-	
(Disciplinary Action)	8-9

T

Training – Clerical	59
Transfers	16-17
Transportation	53

U

Uniform Allowance	69
Union Bulletin Boards	44
Union Dues	64
Union Representation	4

V

Vacancies/Transfers	15-17
Vacation	28-30

W

Working Conditions-	
Cafeteria	62
Clerical	58
Custodial	38
Transportation	53
Workmen's Compensation –	
Injury on the job	23-24