

2006-2009 MASTER AGREEMENT



Between
**AMERICAN FEDERATION
OF STATE, COUNTY and MUNICIPAL
EMPLOYEES
LOCAL 1630**

50070
06 30 2009
AFSCME
C O F T X

and the
**CLINTONDALE COMMUNITY
SCHOOLS BOARD OF EDUCATION**

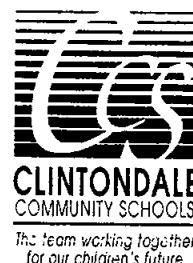


TABLE OF CONTENTS
2006 - 2009

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1
1. PURPOSE AND INTENT	1
2. RECOGNITION	2
3. MANAGEMENT RIGHTS	2
4. STRIKES	3
5. AID TO OTHER UNIONS.....	3
6. UNION SECURITY/ANNEXATION CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT	3
7. UNION DUES	4
8. STEWARDS AND ALTERNATE STEWARDS	5
9. SPECIAL CONFERENCES.....	6
10. GRIEVANCE PROCEDURE.....	6
A. Definition	6
B. Procedure.....	6
C. Investigation of Grievances.....	8
D. Supervisors.....	9
E. General Principals	9
11. COMPUTATION OF BACK WAGES.....	10
12. DISCHARGE, SUSPENSION AND REPRIMANDS	10
13. SENIORITY	11
A. Probationary Employees	11
B. Seniority District-Wide	12
C. Seniority List.....	12
D. Loss of Seniority	13
14. LAYOFF	13
15. RECALL.....	16

16.	TRANSFERS.....	16
	A. Transfer of Employees to Non-Bargaining Unit Positions.....	16
	B. Transfers Within the Bargaining Unit.....	17
	C. Request For Transfer.....	17
	D. Newly Created Positions, Vacancies and Short Term Help Assignment.....	17
	E. Temporary Assignments.....	19
	F. Seasonal Help.....	20
17.	PROMOTIONS.....	21
	A. Bargaining Unit Promotions.....	21
	B. Maintenance Positions.....	22
	C. Bus Mechanic Position.....	22
	D. Reasons For Denial of Promotion.....	22
	E. Trial Period.....	22
	F. Temporary Promotion.....	23
18.	VETERANS.....	23
19.	LEAVES OF ABSENCE.....	23
20.	LEAVE DAYS.....	28
	A. Yearly Allotment.....	28
	B. Redemption of Accumulated Leave Days.....	29
	C. General Provisions.....	30
21.	WORKING HOURS, STANDARD WORK WEEK AND OVERTIME.....	31
	A. Hours and Work Week.....	31
	B. Overtime/Extra Hours.....	32
	C. Shifts.....	34
	D. Special Events.....	34
22.	HOLIDAYS.....	35
	A. 52 week employees.....	35
	B. Less then 52-week employees.....	35
	C. General Provisions.....	35
23.	VACATIONS.....	36
	A. Schedules.....	36
	B. General Provisions.....	37
24.	PAY ADVANCE.....	39
25.	BULLETIN BOARD.....	39
26.	INSURANCE.....	39

27.	WORKER'S COMPENSATION	41
28.	INCOME PROTECTION	42
29.	COMPULSORY RETIREMENT	42
30.	MEDICAL EXAMINATION AND FEDERAL/STATE MANDATES	43
31.	BARGAINING UNIT WORK	43
32.	WELFARE TO WORK	44
33.	LONGEVITY	44
34.	MISCELLANEOUS PROVISIONS	45
	A. Reporting During Inclement Weather	45
	B. Budget Information	45
	C. Use of Personal Car	45
	D. Reimbursement of Special Drivers License	46
	E. Uniforms	46
	F. Relief Period	47
	G. Cafeteria Employees	47
	H. Lunch Break	48
	I. Continuing Education	48
35.	SUBCONTRACTING	48
36.	TRANSPORTATION	49
37.	CLASSIFICATIONS	52
	Appendix A	57
	Wages	58
	Board Paid Retirement	65
38.	TERMINATION AND MODIFICATION	66
	LETTER PERTAINING TO GRIEVANCES	67
	PRICE DRIVE AGREEMENT	68
	MESSA BENEFIT SUMMARY	69

THIS AGREEMENT entered into this 1st day of July, 2006 by and between the Board of Education of the Clintondale Community School District, Macomb County, Michigan, hereinafter called the "Board", and the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25 and Local No. 1630, the affiliated local Union, hereinafter called the "Union" or the "Employees."

WHEREAS the laws of the State of Michigan (Act 379, P.A. 1965) authorized collective bargaining between public employers and Employees with respect to the hours, wages and terms and other conditions of employment; and,

WHEREAS the parties hereto following extended and deliberate collective bargaining have reached understandings which his/her desire to incorporate into a formal contract;

NOW THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

- A. It is the general purpose of this Agreement to promote the mutual interests of the School District, its students, and its Employees, and to provide for the operation of the School District under methods which will further, to the fullest extent possible, the safety of the students and the Employees; cleanliness and efficiency of the schools and equipment; and the protection of property. The parties of this Agreement will cooperate fully to secure the advancement and achievement of these purposes.
- B. Also, to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board of Education, and Employees and the Union.
- C. The parties recognize that the interests of the community and the job security of the Employees depend upon the Board of Education's and the Employees' success in establishing a proper service to the community.
- D. The Board of Education and the Union agree to share equally the responsibility and the cost of printing this Contract. One (1) copy of this Contract shall be provided for each Employee and an additional thirty (30) copies shall be provided to the Union.
- E. To these ends, the Board of Education and the Union do encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE 2 RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all maintenance Employees, custodial Employees, clerical and secretarial Employees, bus drivers, cafeteria Employees, library technical assistants (LTA's), instructional assistants, crossing guards, security guards, bus aides and hall monitors. Excluding noon aides, supervisors, two (2) confidential secretaries, one (1) confidential clerk, teachers, para-professional employees and administrators.

ARTICLE 3 MANAGEMENT RIGHTS

- A. The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing rights:
- B. To the executive management and administrative control of the school system and its properties and facilities.
- C. To establish hiring procedures and qualifications.
- D. To establish courses of instruction and in-service training programs for Employees and required attendance at any workshop, conferences, special programs etc., by Employees. Mandatory attendance shall be on the Employee's regular shift unless the Superintendent or designee specifically waives this requirement due to an Employee's unusual and extenuating circumstances.
- E. To decide upon the means and methods of maintenance, the selection of materials, equipment and supplies and the use thereof.
- F. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement.
- G. It is understood and agreed that the employer has all the customary and usual rights, powers, functions and authority of management except those rights, powers, functions and authority that are specifically abridged or modified by this agreement. This provision shall not preclude nor prohibit the Union from utilizing the Grievance Procedure, provided that the Board of Education is not precluded from raising the provisions of Article 3 as a defense to a grievance or arbitration. Further, this clause is subject to the provisions of the Grievance Procedure as set forth in Article 10.

**ARTICLE 4
STRIKES**

Both parties agree to abide by all public laws regarding strikes and lockouts.

**ARTICLE 5
AID TO OTHER UNIONS**

The Board of Education will not aid, promote or finance any labor group, organization or individual which proposes to engage in collective bargaining or make any agreement with any such group, organization or individual for the purpose of undermining the Union.

**ARTICLE 6
UNION SECURITY/ANNEXATION, CONSOLIDATION
OR OTHER REORGANIZATION OF THE DISTRICT**

A. UNION SECURITY

1. As a condition of continued employment each member of the bargaining Union who has completed the probationary period, as outlined elsewhere, shall establish and maintain a membership in the Union (Local 1630) or shall tender to the Union a service fee equivalent to the periodic Union dues.
2. Service fee shall not include initiation fees or special assessments. Newly hired, transferred or rehired Employees shall, as a condition of employment, join the Union or pay the service fee at the conclusion of his/her probation. All Employees shall execute an authorization for the deduction of Union dues or service fees.
3. Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article if his/her are not more than sixty (60) days in the arrears in payment of initiation fees, dues and assessments or service charge.
4. Employees who fail to remain in good standing in the bargaining unit shall be terminated within thirty (30) days, provided the Union notifies the Employer when a member of this bargaining unit is in violation of this Article.
5. The Union agrees to protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability resulting from action taken or not taken by the employer in accordance with this Article.

B. ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT:

1. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined, as prescribed by the law.
2. In the event that this district shall be combined with one or more districts, the Board shall use its best efforts to assure the continued recognition of the Union and the continued employment of its members in the consolidated districts. In any event, upon the decision to annex, consolidate, or reorganize, procedures for any changes will be discussed with the Union under the provisions of the Master Agreement in order to ensure a smooth transition.

**ARTICLE 7
UNION DUES**

- A. Employees may tender the monthly membership dues by signing the "Authorization for Check-off Dues" form. Check-off form: During the life of this Agreement and in accordance with the terms of the form of Authorization of check-off dues herein after set forth, the Board of Education or the representative agrees to deduct Union membership dues from the pay of each Employee who executes or has executed the "Authorization for Check-off Dues" form and filed same with the Board of Education or its representative.

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 deduction and payment.

The Union shall indemnify and save the Board of Education harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Board of Education for the purpose of complying with this Article. (The Board of Education will not construe the above as a means of avoiding the collection of dues.)

- B. Deductions begin: Check-off deductions under all properly executed Authorization for Check-off Dues forms shall become effective the ninetieth (90th) day after employment date and the Authorization is filed with the Board of Education or its representative and dues shall be deducted, if possible, from the second pay of the month and from the second pay period of each month thereafter.
- C. Remittance of Dues: Deductions for any calendar month shall be remitted to the designated treasurer of the local Union with a list of those for whom dues have been deducted as soon as possible after the second pay period of each month.

- D. Termination of Check-off: An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month the Employee requests in writing that his/her authorization and request for check-off be terminated.

ARTICLE 8
STEWARDS AND ALTERNATE STEWARDS

- A. Employees in each group classification shall be represented by one permanent steward elected from the Group for each shift designated. The Union shall notify the Board of Education in writing the officers and stewards of the Union. The Union may also designate a chief steward/Vice President who may act in place of or in the absence of the steward or President. The Union will notify the employer who the officers and stewards are and his/her term of office within thirty (30) days after election, in writing. During overtime periods, an alternate steward will be appointed if necessary, by the President of the Union. The following listing of group classifications and positions pertains only to steward representation and does not pertain to any other purposes of this Agreement:

1. Group A Employees
 - Custodial-Maintenance Employees
 - Transportation Coordinator
 - Bus Mechanic
 - Painter
 - Groundskeeper
 - Maintenance Apprentice
2. Group B Employees
 - Cafeteria
3. Group C
 - Bus Drivers
 - Transportation Dispatcher
 - Bus Aides*
4. Group D, E and F Employees
 - Secretarial-Clerical
 - Printing Clerk
 - Library Technical Assistants
5. Group G Employees
 - Security Guards
 - Hall Monitors
 - Crossing Guards

*Note: Bus aides should remain in Group G for all other terms of this agreement.

6. Group H Employees
 - Instructional Assistants

- B. Employee classifications shall be listed in the Salary Schedule included in this Agreement. Classifications other than those listed in the Salary Schedule may be added as need is determined by the Board of Education at which time vacancies and wage rates will be posted as provided in this Contract. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure.
- C. The President, Vice President and steward for each classification shall receive copies of grievance responses, notice of leaves of absence, notice of change of positions, transfers and promotions pertaining to Employees within that classification, excluding medical information, confidential or personal information.
- D. The President shall receive a copy of the daily absence sheet listing AFSCME personnel.

ARTICLE 9 SPECIAL CONFERENCES

- A. Special conferences for important matters may be arranged between the President or his/her designee and the Board of Education or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Board of Education and by not more than two (2) representatives of the Local Union unless additional representation is mutually agreed upon by both parties.
- B. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda. Conferences shall be held during normal working hours.
- C. This meeting may be attended by a representative of AFSCME Council 25 and/or a representative of the International Union.
- D. All proposed supplemental agreements shall be subject to good faith negotiations between the Board of Education or its representative and the Union. Any supplemental agreements resulting from a special conference shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 10 GRIEVANCE PROCEDURE

- A. DEFINITION - A grievance shall mean a complaint by an Employee or group of Employees based on an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.
- B. PROCEDURE - Grievances shall be presented and adjusted according to the following procedure:

STEP 1

In the event the matter is not resolved informally, a written grievance may be filed by the Union and/or the Employee to the Employee's immediate supervisor within ten (10) working days following the occurrence, which is the basis of the grievance.

Within ten (10) working days after receipt of the written grievance, the Employee's immediate supervisor shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved party and to the Union president or his/her designated representative.

STEP 2

Within five (5) working days after receiving a reply, if the Employee or the Union still feels aggrieved, he/she may appeal to the Superintendent or his/her designated representative. The appeal must be in writing. A meeting between the Union or the Employee and the Superintendent or his/her representative will be arranged to discuss the grievance within ten (10) calendar days from the date the grievance is received by the Superintendent or his/her representative.

Within five (5) working days after the date of the meeting at which the grievance was discussed, the Superintendent or his/her representative shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved party and to the Union.

STEP 3

Within five (5) working days after receiving a reply, if the Employee of the Union still feels aggrieved, the Employee or the Union may appeal in writing to the Board of Education Grievance Committee. A meeting between representatives of the Union and the Board of Education Grievance Committee will be arranged to discuss the grievance within seven (7) calendar days from the date the grievance is received by the Board of Education Grievance Committee.

Within five (5) working days from the date of the meeting at which the grievance was discussed, the Board of Education Grievance Committee shall communicate its decision, in writing, together with the supporting reasons, to the Employee and the Union.

STEP 4

If the Board of Education Grievance Committee 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 Grievance Committee. The grievance shall be considered submitted to arbitration when written notice is submitted to the Board by the

Union informing the Board of Education of the Union's intent to arbitrate the grievance. If AFSCME Council 25 internal appeals procedure is invoked, the Board of Education shall grant an extension of the time limits to cover such appeal procedure.

AFSCME Council 25 Arbitration Department shall send a list of Ad-Hoc arbitrators to the Board to see if the parties can mutually 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.

If not submitted to the Board of Education Grievance Committee within thirty (30) calendar days after the decision of the Board of Education Grievance Committee, the grievance shall be abandoned, except in any emergency, which is beyond the control of the Union.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and he/she shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the function of the Board of Education or the proper exercise of its judgment and discretion under the Law and this Agreement.

The decision of the Arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding. The cost of arbitration shall be shared equally between the Board of Education and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

- C. INVESTIGATION OF GRIEVANCES - The President shall be allowed up to three (3) hours per working day, when required, without loss of time or pay, and the stewards shall be released upon approval of his/her immediate supervisor, which approval will not be unreasonably withheld, to perform the following:
1. Investigate a grievance.
 2. Present a written grievance to the immediate supervisor.
 3. Discuss a grievance with the designated representative of the Board of Education and to attend scheduled special conferences, provided he/she has received permission from his/her immediate supervisor to leave his/her job and has made prior contact and/or appointment with the immediate supervisor and/or designated representative of the Board of Education to conduct any of the above three items.

Additional time may be allowed without penalty if, in the judgment of the immediate supervisor, work performance will not be impaired.

D. SUPERVISORS - For purposes of the Grievance Procedure only, the following is a list of the designated supervisors for each specific classification:

1. The Director of Operations/designee shall be the supervisor for, all Group A employees, transportation employees, secretary assigned to the Building and Grounds department.
2. The Cafeteria Manager/designee shall be the supervisor for cafeteria employees, crossing guards, security guards, hall monitors, and the cafeteria secretary.
3. The Building Principal/designee shall be the supervisor for secretarial and clerical Employees in his/her building and for the security guard in his/her area.
4. The Assistant Superintendent/designee shall be the supervisor for central office secretarial and clerical Employees.
5. The Building Principals and the Assistant Superintendent or his/her designated representatives shall be the supervisors for the library technical assistants (LTA's).
6. The Director of Special Education, Assistant Superintendent, or Building Principal, whichever is applicable shall be the supervisor for instructional assistants.
7. The Director of Special Services/designee shall be the supervisor of bus aides.

E. GENERAL PRINCIPLES:

1. The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
2. The number of days indicated at each level of the grievance procedure should be considered as maximum, and every effort should be made to expedite the grievance process.
3. It shall be the general practice of all parties in interest to process grievances during times, which do not interfere with assigned duties.
4. In the course of investigation of any grievance, representatives of the Union will report to the immediate supervisor of the building being visited and state the purpose of the visit immediately upon arrival.

5. It shall be the continued practice of the Board to assure to every Employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.
6. The Union, recognizing the importance of the Employee's occupation, expects its members to conduct themselves in all aspects of his/her employment in an ethical and proper manner, will, upon receipt of notice from the Board of Education or its representatives of any Employee who has abused any privilege granted in this Agreement, exert all reasonable efforts to rectify any abuse.
7. A grievance may be withdrawn at any level of the grievance procedure without prejudice.

**ARTICLE 11
COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

**ARTICLE 12
DISCHARGE, SUSPENSION AND REPRIMANDS**

- A. No Employee shall be disciplined, including reprimand, suspension, demotion or discharge, with or without pay, without just cause and Union representation, if requested.
- B. Discharge or suspension of any Employee may be referred, if requested in writing by the Union, to the Assistant Superintendent /Designee. Such written request must be filed with the Assistant Superintendent/Designee within three (3)* working days from the date of the discharge or suspension, and the conference shall be held within three (3)* working days from the date the Assistant Superintendent /Designee receives the written conference request from the Union. A written disposition of the conference shall be issued within three (3)* working days from the date of the conference. If the discharge or suspension is not resolved by the conference, the Union may appeal to the second step of the Grievance Procedure within three (3)* working days from the date of the written disposition.

*except in extenuating circumstances

In the event the discharge or suspension is reversed under the method of adjusting the grievances set forth herein, the Employee may receive full compensation for all time lost and full restoration of all other rights and conditions of employment.

- C. Any disciplinary action on any subject matter which could be construed as detrimental to an Employee's future promotion, transfer, present or future employment shall be given to the affected Employee at a conference with his/her immediate supervisor and/or his/her Union

representative. A copy of the reprimand or other disciplinary document will be given to the Union President. The Employee may at his/her option be accompanied by a Union representative. If an Employee is not at work, the written reprimand or other disciplinary documents shall be mailed to his/her last known address. For purposes of the Grievance Procedure, the time for filing a grievance concerning written disciplinary action shall commence on the date the written disciplinary document was personally given to the Employee or in the event of mailing, on the third day following the date such document was mailed.

- D. Disciplinary documentation shall be removed from an Employee's personnel file after two (2) years from the date of such written documentation as part of a progressive discipline procedure. In such a case the letter(s) of disciplinary documentation will remain in the file for a period of three (3) years from the date issued. Employees may upon request review and purge any written documentation that has expired per this agreement.
- E. The Assistant Superintendent's office upon date of hire shall give district-wide policies to all new Employees. All current department and district-wide policies will be reviewed between Union, Management and affected departments annually. Any new policies shall be reviewed between Union, Management and affected Departments after approval by the Board of Education, or mandate by Federal, State or Local governmental units.

ARTICLE 13 SENIORITY

- A. PROBATIONARY EMPLOYEES - New Employees hired in a bargaining unit position in a group classification shall be considered as probationary Employees for the first ninety (90) workdays of his/her employment. The probationary Employee shall receive the contractual rate of pay but shall not receive any fringe benefits, L.T.D. or holiday pay during the probationary period. When an Employee successfully completes the probationary period by accumulating ninety (90) workdays of employment, he/she shall rank for seniority beginning with the first day of hire.
 - 1. First day in a bargaining unit position shall begin the Probationary Period for a period of ninety (90) work days.
 - 2. If a probationary Employee is absent for any reason (excluding weekends and holidays) those days missed shall be added to his/her start date and the probationary period shall be recalculated.
 - 3. If more than one (1) Employee is hired on the same day, the last four digits of the Employees social security number will be used to determine placement on the seniority list. The lowest four digit number Employee shall be number one seniority, next higher number Employee will be number two seniority and so on, being placed accordingly.
 - 4. This method shall not apply when seniority Employee starts the same day as a new hire in a particular group, in such case seniority Employee shall be first.

5. There shall be no seniority among probationary.
6. The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in Article 2 of this Agreement, except that the Board of Education or its representative will have the right of discharge or disciplinary action involving a probationary Employee without a grievance filed or processed for other than lawful Union activity.
7. The employer agrees to notify the Union president and the treasurer when new bargaining Union members are hired on a permanent basis and when such Employees have completed the ninety (90) day probationary period, except in emergencies. Substitutes shall not acquire or accrue seniority.

B. SENIORITY DISTRICT WIDE - Seniority shall be on a district-wide basis in accordance with the Employee's first day working in a permanent position, provided minimum qualifications are met and the work can be performed satisfactorily, and group seniority shall begin on the first day of entering a group classification which shall prevail for job location, building, shift, and for vacant or open positions within said group. It is understood and agreed that the application of district-wide seniority shall be for vacant or open positions and for newly created positions outside of his/her group.

1. Whenever an Employee is promoted, transferred or demoted, he/she shall be put on the salary level according to his/her district wide seniority.
2. Group seniority shall be applicable to shift changes whenever school is not in session.

C. SENIORITY LIST

1. All employees shall have two seniority dates.
2. District wide seniority shall be established as described above.
3. Group seniority shall begin on the first day of employment in a permanent bargaining unit position in a particular Group.

NOTE: Upon leaving a specific Group, seniority will be frozen within that Group. If an employee returns to a Group with previous seniority, his/her seniority date shall be adjusted to show time worked in that Group.

4. Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.

5. The seniority list on the date of the Agreement will show the names and job classification of all Employees of the unit entitled to seniority.
6. The Board of Education or its representatives will keep the seniority list up to date at all times and will provide the local Union with an up-to-date copy upon request.
7. Employees within the bargaining unit who have been transferred under Article 14 but who are outside the Group in which the transfer was made, shall be placed at the bottom of the Group Seniority List; however, shall retain District-Wide Seniority for all other areas of this contract.

D. LOSS OF SENIORITY - An Employee shall lose seniority for the following reasons:

1. Employee quits.
2. Employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. Employee is absent for three (3) consecutive working days without notifying the Board of Education or its representative. In proper cases, exceptions shall be made. After such absence, the Board or its representative will send written notification to the Employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any case is not satisfactory, the matter may be referred to the grievance procedure.
4. Employee fails to return from sick leave and leaves of absence at the expiration of such leave.
5. Employee gives a false reason for a leave of absence or engages in other employment during such leave, unless the Employee has been granted a Career Option Leave in accordance with Article 19, Section A (3).

**ARTICLE 14
LAYOFF**

- A. The word "layoff" means a reduction in the working force due to a decrease of work or of operational funds. When it becomes necessary to reduce the bargaining unit, the Administration will notify and meet with the Union representatives to inform them of the planned reduction.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory.

1. Employees will be notified of a lay-off or reduction in his/her work year, workdays, or work hours, seven (7) calendar days prior to the effective date. Bumping must be requested in writing by the affected Employee-within five (5) working days from notification (during this period laid off employee shall suffer no loss in wages).
2. The written notification of bumping shall be submitted to the Assistant Superintendent's office. After receipt of the written notification, a meeting shall be arranged with the designated representative from the Assistant Superintendent's office, the affected Employee or Employees and a Union representative to discuss bumping. The reallocation of work or job assignments following a layoff may be accomplished at a meeting, which shall be attended by all affected or eligible Employees within the classification and the Union representative.
3. If Management and the Union agree that a bid meeting is necessary to accelerate the filling of a vacancy or changes within a group, it shall be scheduled with a minimum of a 48-hour notice. In order to allow those Employees within that said group time to review all changes or vacancies.
4. Employees who opt to bump into a position, which is considered a lateral or lower position within his/her own group classification, the Employee does not have to qualify. Employees must meet minimum qualifications. Secretaries who bump into a lower or lateral secretarial or clerical position as a result of a layoff shall be deemed to meet the minimum qualifications of the position into which his/her bump, but such secretaries shall be required to meet the minimum qualifications for any non-secretarial or non-clerical position into which his/her bump in the secretarial-clerical group classification, including but not limited to instructional assistants positions or accountant positions. This provision does not apply to ten (10) month Employees when school is not in session.
5. Probationary Employees within the affected classification will be laid off first.
6. Displaced employees will have the option to accept a lay-off in lieu of accepting a position with less than comparable wages, hours, and/or weeks than the position, which the employee has been displaced.
7. The employee exercising his/her right to bump shall not gain in hours, weeks and/or wages. For the purpose of determining a gain the following shall be used:
 - a. Hours – shall be the total amount worked on a regular basis from Sunday thru Saturday;
 - b. Weeks – shall be the total amount worked on a regular basis from July 1 thru June 30;
 - c. Wages – shall be the highest step in the wage schedule of the classification.

8. Bumping Procedure

- a. Seniority Employees who have been displaced will have bumping rights within his/her Group classification first.
 - b. If a displaced employee cannot bump within his/her Group classification he/she may bump within the Group or accept a lay-off.
 - c. If the displaced employee has accumulated seniority in another Group he/she may exercise his/her right to bump into that Group or accept a lay-off.
 - d. If the displaced employee cannot bump into a position that employee is laid-off.
- C. Preferential seniority shall be afforded to President and Vice President, for as long as these Employees serve in these positions.
- a. APPLICATION OF PREFERENTIAL SENIORITY - Once a Preferential Seniority Employee is to be laid off or he/she has been bumped, he/she will bump first to a position with comparable hours with regular seniority. If the "Preferential Seniority" Employee cannot be placed within his/her level/classification using his/her regular seniority, his/her preferential seniority will place him/her into the lowest seniority position with the comparable hours within his/her level/classification.
 - b. If the entire level/classification is vacated then the person with Preferential Seniority will bump first in a position with comparable hours with his/her regular seniority. If the Preferential Seniority Employee cannot be placed within this level/classification using his/her regular seniority, then his/her preferential seniority will place him/her to the lowest seniority position with the comparable hours, providing he/she is qualified for the position.
 - c. Once the Preferential Seniority has been exhausted by level/classification within his/her own group, the person can use his/her Preferential Seniority to bump into another lateral or lower group, providing he/she is qualified for the position. First using his/her regular seniority to a position with the same or more hours; and if he/she cannot be placed in a position using his/her regular seniority, then placed into the lowest seniority position with comparable hours within the level he/she desires.
- D. Employees to be laid off for an indefinite period of time shall receive a notice of layoff by personal delivery or first-class mail at least seven (7) calendar days prior to the layoff. The Union President shall receive a copy of the notice of layoff by personal delivery or first class mail. The local Union shall receive a list from the Board of Education or its representative of the Employees being laid off on the same date the notices are issued to the Employees. In the event no positions are available in the laid off Employee's classification, the laid off Employee will stay in his/her classification until layoff becomes effective.

- E. Employees who have been laid off shall continue to accrue seniority to an amount, which shall not exceed one (1) year. Upon recall, the seniority, which an Employee has accrued while on layoff, shall not apply to wage schedule placement and fringe benefit eligibility.
- F. An Employee's personal leave hours shall be frozen at time of lay-off.

ARTICLE 15 RECALL

- A. When the working force is increased after a layoff, Employees will be recalled according to group seniority, as defined in Article 13, Section B. Notice of recall shall be sent to the Employee at his/her last-known address by registered or certified mail. If an Employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to be a quit. It shall be the responsibility of the Employee to keep the Board of Education or its representatives notified of his/her correct address. The Union President shall receive a copy of the notice of recall by personal delivery or first-class mail.
- B. If a laid off Employee has been recalled to a position which is temporarily vacant due to the illness or disability of the Employee normally assigned to the position, the recalled Employee shall revert to layoff status upon the return of the Employee who has been ill or disabled and shall receive a one (1) day notice that he/she is being returned to layoff status. An Employee is not required to accept a recall for temporarily vacant positions. However, if he/she does accept, it is understood that it would be to the position with the least hours vacated as the result of current Employees (working less than full-time) shall have the option of the original vacant position.
- C. If the least hour Employee does not accept the original vacant position, the recalled Employee will only be eligible for the vacant position.
- D. The School District is not required to recall a laid off Employee for temporarily vacant positions except as otherwise provided in Article 16 Section E.

ARTICLE 16 TRANSFERS

- A. **TRANSFER OF EMPLOYEES TO NON-BARGAINING UNIT POSITIONS** - If an Employee is transferred to a position within the school district which is not included in the bargaining unit, the Employee shall accrue up to one (1) year of seniority while working in the non-bargaining unit position and upon returning to a bargaining unit position, the Employee shall receive credit for the seniority he/she accrued as a member of the bargaining unit.

Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

- B. TRANSFERS WITHIN THE BARGAINING UNIT - Transfer shall mean the reassignment of any Employee to any positions not deemed a promotion as provided in this Agreement, and without a reduction in salary, other than shift premium, or an assignment within his/her classification to a different work location or shift.

Any transfer from a part time position to a full time position or promotion shall be subject to a ninety (90) calendar day trial period. This is to determine if said person is qualified to perform full time employment and any additional requirements as contained within said job description that may be associated with said full time position or in the case of promotion to determine if said person is capable of performing all duties and functions required in said position.

Notwithstanding, said Employees previous benefits shall not be diminished during said trial period.

Written evaluations by the school district shall be made on the 25th day, 50th day and 80th day with the final decision being made on or before the 90th day. Notwithstanding, if after twenty (20) days, the employee's immediate supervisor determines that the trial employee does not meet minimum qualifications for the trial position, the supervisor shall meet with the trial employee and Union representative to discuss the trial employee's job performance and expectations. If the trial employee fails to improve upon the minimum qualifications the supervisor shall have the right at forty-five (45) days to meet with Union representation and the trial employee to discuss the disqualification of the trial employee from said position, and if so disqualified the trial employee shall revert back to the prior position held.

- C. REQUEST FOR TRANSFER - Employees desiring a job transfer to a vacancy or newly created position within the bargaining unit shall submit such a request in writing within four (4) calendar days after the posting of the vacancy or newly created position to the Assistant Superintendent/Designee, stating the reasons for desiring a transfer. Transfers shall be based on seniority and the ability to perform the work satisfactorily.

D. NEWLY CREATED POSITIONS, VACANCIES AND SHORT TERM HELP ASSIGNMENT:

1. A short-term help assignment is defined as a position lasting from 1 to 30 days, which is necessitated by a temporary increase in workload, which cannot be completed in a timely manner by the regular staff. The administration may hire substitute help to fill short-term help assignments by notifying the Union of the need for such help and the anticipated duration of the assignment prior to filling the position. The maximum use of such short-term help will not exceed 700 hours total in the district per school year. Any additional hours will be mutually agreed upon between Management and Union.

Laid off Employees, meaning those not presently working for Clintondale, will be considered at all times for those short term assignments that are created in his/her classification.

2. Newly created positions and regular vacant positions, which have not been terminated or eliminated, shall be posted and filled in accordance with the provisions of this Article and Article 17, if applicable. Regular vacant positions, which have not been terminated or eliminated, shall be filled within twenty (20) days if filled by a current Union member or thirty (30) days if filled from outside the unit. These days shall be counted from the date such positions become vacant, subject, however, to the following provisions regarding vacancies, which are due to the excused absences of Employees.
 - a. **VACANCIES DUE TO EXCUSED ABSENCES OF 30 DAYS OR LESS** - Vacant positions which have not been terminated or eliminated and which have been created due to an excused absence shall be filled during the first thirty (30) days or less under Article 16 Section E Temporary Assignments, if applicable.
 - b. **VACANCIES DUE TO EXCUSED ABSENCES OF MORE THAN 30 DAYS, BUT LESS THAN 120 DAYS** - In the event the vacancy referred to in Paragraph (a) above lasts more than thirty (30) days, the positions shall be posted in accordance with this provision as a temporary vacancy for the period between the 30th day and the 120th day from the date the vacancy commenced. If the person whose excused absence caused the vacancy returns prior to the expiration of the 120 days, the person who has accepted the temporary vacant position shall revert to his/her previous position. Employee(s) who has accepted a position shall receive the hourly rate of pay plus any shift premium of the temporary vacant position at his/her current salary step. The employee shall not be eligible for any **additional** benefits (i.e. vacation and health care coverage.)
 - c. **VACANCIES DUE TO EXCUSED ABSENCES LASTING MORE THAN 120 DAYS** - In the event the vacancy referred to in Paragraph (a) above lasts more than 120 days from the date the vacancy occurred due to an excused absence and the position has not been otherwise terminated or eliminated, the vacancy shall be filled as a regular vacancy in accordance with this Article or Article 17, if applicable.
3. **POSTING** - All newly created positions, temporary vacant positions and other vacant positions, which have not been terminated or eliminated, shall be posted in a designated place in each building in the School District for a period of four (4) work days prior to the filling of a newly created position, temporary vacancy or vacancy within the bargaining unit. An Employee wishing to apply for posted positions will apply in writing to the Personnel Director's office prior to

expiration of posting. In the event an Employee is accepted for a vacancy or a newly created position, his/her position will, in turn, be posted as a vacancy and filled from within the bargaining unit, the newly created vacancy shall, likewise, be posted as a vacancy. Filling of all newly created, temporary and other vacant positions shall first be based on group seniority within Group, then district-wide seniority if outside of Group, and minimum qualifications being met.

4. SUMMER MONTHS NOTIFICATION - During the summer months when school is not in session, notices of vacant and new positions will be mailed to all Employees in the classification in which the vacancy or new position occurred. Employees receiving such notice shall have ten (10) working days from the date of mailing of the notice to apply for the vacant and newly created position. Employees in other classifications shall be able to receive notice by calling a designated hot line number where such positions will be posted on Thursdays and remain so posted for a period of four (4) work days. Employees will have ten (10) working days from the date it is first put on the HOT LINE to apply for the vacant and newly created position.

HOT LINE – shall be an established phone number with an updated recorded message of all current regular, vacant or newly created positions.

5. CALENDAR DAYS - The listing of days set forth in this section is in terms of calendar days, except as otherwise stated.
- E. TEMPORARY ASSIGNMENTS - After a position has been vacant for ten (10) working days due to the absence of the Employee regularly assigned to that position, an Employee who has been laid off from the classification and who meets the minimum qualifications for the position (the Employee must be laid off and not working in another classification) shall be recalled to fill the position on a temporary basis. The Employee who is recalled to fill a temporary vacancy shall receive the rate of pay for the position but shall not receive any fringe benefits while filling the temporary vacancy. An Employee who is notified of his/her recall to fill a temporary vacancy lasting thirty (30) calendar days or less is not required to accept the recall.

In the event no laid off Employee is available for recall in accordance with this provision, a temporary assignment for the purpose of filling such vacancy will be granted to the group senior Employee within the classification who meets the requirements for such position and performs the same satisfactorily. Such Employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. The position of the Employee who is temporarily assigned to the vacant position may be filled by a substitute or the temporary assignment of another Employee. This Article shall only apply to vacancies lasting thirty (30) calendar days or less.

Newly hired Employees in temporary posted positions will receive the 90-day rate of pay for the position but shall not receive any fringe benefits.

F. SEASONAL HELP

1. Summer Seasonal Outside Grounds Position

- a. Shall be posted annually for a term to be agreed upon between Union and the Board prior to the posting.
- b. Position(s) will be offered first to Group A employees. If the number of applicants from Group A does not equal the number of positions required, the remaining openings shall be offered to all bargaining unit members on the basis of district wide seniority and qualifications.
- c. Position(s) made vacant by these transfer(s) shall be offered up by seniority within the group.
- d. If the need for additional positions still exist after the above mentioned was exercised the Board can hire non-union personnel to meet his/her needs.
- e. The following are the rates of pay for these positions:
 1. Group A employees shall receive sixteen cents (\$.16) additional per hour over his/her regular hourly rate.
 2. All others shall receive a minimum of ten (\$10.00) dollars per hour.
 3. The final vacancy created in Group A by these transfer(s) shall then be posted as Summer Seasonal Custodian at an hourly rate of one dollar (\$1.00) over the highest Board approved substitute rate.

NOTE: *Employees in a seasonal position shall retain all rights of previous position.*

Qualifications

1. Maintain a valid Michigan Chauffeurs license.
2. Have knowledge in operation and maintenance of small engine equipment.
3. Have some knowledge of Turf Care and Athletic Fields maintenance.
4. Show the ability to learn the operation of tractor type grass cutting equipment.

Overtime

1. Overtime will always be offered to the groundskeeper(s) first.
2. Secondly, to those union employees working in the seasonal grounds position(s).
3. Third, to those employees who qualify for the "Overtime Only" position(s).
4. The use of non-union help for overtime purposes shall be allowed
 - a. After all overtime only applicants have been asked to work, when additional help is needed.
 - b. If it is a continuation of his/her normal shift up to one (1) hour.

Overtime Only List

1. An overtime only list shall be created to allow interested employees within "Group A" to be offered overtime if additional help is required.

2. It shall be posted prior to the start of the Summer Seasonal Outside Grounds Position beginning.
3. Applications shall be in writing, listing all qualifications and experience.
4. The Director of Operations or his/her designee will interview all applicants.
5. This list shall have two areas of need.
 - a. For those who have experience in the operation and maintenance of small engine equipment and maintain a valid Michigan drivers license.
 - b. For those who qualify for the first area and also maintain an appropriate Michigan's drivers license and have experience in operating heavy equipment (tractors, dump truck, etc.).
- f. Summer Seasonal Custodians
 1. Those bargaining unit members desiring to work during the summer months in the Custodial Department shall submit his/her request in writing to the Personnel Department by May 1 of each year.
 2. Regular substitutes shall be called to work first, if any additional help is required, positions shall be filled from applicants.
 3. Rate of pay shall be one (\$1.00) dollar over the highest board approved substitute hourly rate.
2. Winter Seasonal Snow Removal Help Positions
 - a. These positions shall be posted annually on an "as needed basis."
 - b. Positions shall be divided into two separate divisions
 1. Truck and tractor drivers
 2. Hand equipment operator
 - c. All applicants must maintain an appropriate Michigan drivers license
 - d. Either division shall receive his/her regular rate of pay.
 - e. Overtime shall be offered to the Groundskeepers first. All others shall rotate overtime by seniority.
 - f. When schools are closed due to inclement weather any employee called into work shall receive his/her normal days rate of pay plus time and one half (1 ½) for all hours worked.

ARTICLE 17 PROMOTIONS

- A. BARGAINING UNIT PROMOTIONS - Promotions within the bargaining unit shall be made first on the basis of seniority and qualifications of Employees in the group classification where the vacancy exists, and second, on the basis of seniority and qualifications of Employees within the bargaining unit. When qualifications are equal the promotion shall be granted to the Employee with the highest Group seniority. If the applicant has no Group seniority within the Group, which the promotion exists, district-wide seniority shall prevail with equal qualifications.

Employees from within the bargaining unit who have been granted a promotion but who are outside the group classification in which the vacancy exists shall be placed at the bottom of a

group classification seniority list; however, shall retain District-Wide Seniority for all other areas of this contract. If the Employee leaves the group classification, his/her group classification seniority will be frozen within the group classification.

Job vacancies will be posted for a period of four (4) workdays, setting forth the minimum requirements for the position in a designated place in each building. Employees within the bargaining unit interested shall apply within the four (4) workdays of posting period. The Employee applying for the promotion and who meets the minimum requirements shall be granted a trial period of ninety (90) calendar days, excluding vacations, holidays, and personal leave days. Employees working less than 52-weeks shall be granted a trial period of ninety (90) calendar days, excluding summer break, vacation, holidays and personal leave days to demonstrate his/her ability to perform the job satisfactorily under the duties and qualifications of the job description.

B. MAINTENANCE POSITIONS - The Clintondale Board of Education will have three (3) levels of maintenance personnel, with the minimum employment of two maintenance personnel in Level (1); two maintenance personnel in Level (2); and, one Maintenance Foreman in the Level (3) position. (See job description for duties and qualifications.) If no bargaining unit member has the qualifications to promote into the open level of a maintenance position, the Board of Education will have the right to fill the Level from outside the bargaining unit to the general public.

1. Pre-qualifications - Level 1 will have a pre-qualification test consisting of 25 questions at four points per question, with a minimum of a 76% passing rate to qualify for the Level (1) Maintenance position. The test will be prepared by Union and Management. The senior applicant receiving a 76% or better score on the test will have the right to the promotional ninety (90) calendar day trial period.

C. The Clintondale Board of Education will employ one Certified State of Michigan Bus Mechanic according to the negotiated job description.

D. REASONS FOR DENIAL OF PROMOTION - In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to the Union President.

E. TRIAL PERIOD - The Employee shall have the opportunity to revert back to his/her former position. If he/she returns voluntarily, he/she shall not be permitted to bid again under Article 17, until all Employees within the classification affected have been given the opportunity to bid for the new vacant position. If the Employee is unsatisfactory in the new position, the Board of Education or its representative shall submit notice and reasons to the Union in writing with a copy to the Employee.

During the trial period, Employees will receive the rate of the job his/her are performing.

- F. **TEMPORARY PROMOTION** - Employees required to work in a higher classification, based on seniority and qualifications, shall be paid the rate of the higher classification. This is not to be used by the Board of Education or its representative in such a manner as to be taking advantage of an Employee or used by an Employee in such a manner as to prohibit the performance of his/her duties.

NOTE: When an Employee voluntarily promotes to a position within the bargaining unit and within two years thereafter voluntarily demotes to another group, said Employee shall enter said demotion level position at a wage level equal to the same pay schedule that said Employee would have been at had said Employee not previously promoted.

ARTICLE 18 VETERANS

Any Employee who enters into active service in the Armed Forces of the United States, upon the termination of such services shall receive all rights provided by law.

ARTICLE 19 LEAVES OF ABSENCE

The Board or it's representative may, upon written application, grant a leave of absence for a period not to exceed one (1) year, without loss of seniority, in accordance with the following provisions:

A. LEAVES OF ABSENCE WITHOUT PAY

1. **CHILD CARE LEAVE** - A child care leave of absence shall be granted to any Employee for a period not to exceed one (1) year without pay and without fringe benefits for the purpose of caring for the Employee's child or children, subject to the provisions of this Article. Eligible Employees may make arrangements to pay the premiums for the Employee's health, dental, vision and life insurance benefits through the employer at the prevailing group rates, provided such an arrangement is acceptable to the insurance carriers.
2. **UNION LEAVES OF ABSENCE** - Union members who are elected or appointed to positions by the Union which require the Employee to leave his/her employment with the School District may, upon request, receive a temporary leave of absence without pay for a period not to exceed one (1) year, with said leave to be renewable for one (1) additional year upon application to the Board.
3. **CAREER OPTION LEAVE** - A career option leave of absence may be granted to any Employee for a period not to exceed one (1) year without pay and without fringe benefits for the purpose of seeking alternate career opportunities, subject to the provisions of this Article.

4. **MILITARY LEAVE OF ABSENCE** – A leave of absence without pay for service in the Military shall be granted to full-time employees in accordance with the applicable state and federal laws.

B. **MEDICAL LEAVE OF ABSENCE** - Any Employee who has been absent from his/her position for one hundred-twenty (120) consecutive calendar days for medical or disability reasons shall on or before the one hundred-twentieth (120th) day apply for a medical leave of absence in accordance with the provisions of this Article. At the time of application, the Employee shall submit a physician's statement.

Employees returning from a medical leave of absence shall submit a physician's statement authorizing his/her return to work at the time his/her written notice of intent to return is filed. Upon mutual agreement between Management and Union, Employee will have the right to try to return to the same position up to one week without any loss or gain of benefits. Opportunities, subject to the provisions of this Article.

C. **FAMILY MEDICAL LEAVE** - The Board will approve up to twelve (12) weeks of Family and Medical Leave during any (12) month period to eligible Employees in accordance with the Family and Medical Leave Act of 1993 (FMLA).

All requests for such leave will be made to the Assistant Superintendent's office. In the event, the need is foreseeable, advance notice of thirty (30) days shall be provided prior to the start of the FMLA leave. If it is not possible for the Employee to provide thirty (30) days advance notification, the Employee must provide as much as is practical. Proper certification of the reason for the leave must be provided.

The Employee may have the option to utilize available accrued vacation and/or leave time for all or part of the duration of the FMLA leave but any balance of time shall be without pay.

D. **CONFERENCE LEAVE** – The President of the Union or his/her designated representative shall be allowed fifteen (15) days per school year on odd numbered school years and twenty (20) days per school year on even numbered school years without loss of time or pay to attend Union conferences, educational conferences or cooperative endeavors along with Management upon written request.

Notwithstanding, the additional five (5) days allowed during even numbered school years may only be used for attendance at the International AFSCME Convention/Conference.

In addition, the President and Vice President will be allowed up to three (3) hours per day for Union business upon notification to his/her immediate supervisor.

E. LEAVE OF ABSENCE WITH PAY CHARGEABLE AGAINST THE EMPLOYEES ALLOWANCE FOR LEAVE HOURS

1. Five (5) days of the Annual leave day allowance may be use for a critical illness in the employees immediate family, define as mother, father, spouse, children, brother and sister.
2. Two (2) days of the annual leave day allowance may be use for an emergency illness in the employees family, where such illness requires the employee to make arrangements for necessary medical and/or nursing care.
3. One (1) day of the annual leave day allowance may be use for attendance at the graduation son, daughter, husband or wife, except when travel requires additional time.

F. LEAVE OF ABSENCE WITH PAY NOT CHARGEABLE AGAINST THE EMPLOYEES ANNUAL ALLOWANCE FOR LEAVE DAY

1. Six (6) days per school year may be used for a death in the immediate family, as defined in Section E. a. of this Article. Three (3) days of the six (6) days per school year may be used in the event of the death of a grandparent , mother in law, father in law, brother in law, sister in law, grandchild or child.
2. Court appearances connected with the employee's employment with the school district, including school proceedings to which the employee has been subpoenaed.
3. Employees will not be charged leave hours due to absence from his/hers job for reason of illness definitely established as contracted as a result of his/her employment, from the following list:

- | | |
|------------------|------------------------------|
| a. Mumps | f. Impetigo |
| b. Measles | g. Rubella |
| c. Chicken Pox | h. Head Lice |
| d. Scarlet fever | i. Scabies |
| e. Ringworm | j. Pink eye (conjunctivitis) |

Physician statement shall be submitted to the Assistant Superintendent as soon as possible.

G. JURY DUTY- Employees covered by the terms of this agreement who serve on jury duty during his/her work year shall be paid the difference between his/her pay for jury duty and his/her regular pay for each of his/her workdays served on jury duty in the following manner: While on jury duty, such employees shall pay his/her jury duty pay to the school district and will, in turn, receive his/her normal pay. In the event the employee(s) jury duty pay exceeds the employee's regular pay, Employee shall retain jury duty pay and not receive his/her regular normal pay while on jury duty.

H. LEAVE REQUEST PROCEDURE - Employees desiring a leave of absence in accordance with this Article shall apply to the Board or its representative at least thirty (30) calendar days prior to the effective date of the leave, except in emergencies, and shall specify the facts and reasons for the leave. Any unpaid leave of absence may be extended in one (1) year increments upon approval of the Board.

I. RETURN FROM LEAVE - Upon return from a leave of absence, the Employee shall be assigned to the same position in which he/she previously worked. When an Employee returns

from a Worker's Compensation Leave or a Medical Leave he/she shall return to his/her position held prior to going on said leave and all Employees who transferred because of said leave shall revert back to his/her former position(s). The above shall apply to Employees on Worker's Compensation for up to two (2) years from date of leave and for Medical Leave for up to one (1) year from date of leave.

If time has elapsed as prescribed above, then returning Employee from said leave shall exercise his/her bumping rights as prescribed in Article 14.

When an Employee returns from any other kind of approved leave besides those mentioned in Article 19, Section C, he/she shall exercise his/her bumping rights as prescribed in Article 14 (excluding Family Medical Leave Act).

To prevent a lengthy bidding process, a bid meeting will be held within thirty (30) days prior to the Employee's return whereby all affected positions will be bid upon by seniority. The personnel manager/designee, the President, the involved stewards, and all Employees in the group classification who have the same or less seniority than the returning Employee will be present at said meeting.

If the returning Employee's position has been eliminated, a bid meeting will be held as outlined in this Article.

With the exception of a "Medical Leave" and a "Workers Compensation Leave", no Employee shall return to work prior to the expiration of his/her leave unless the Board or its representative has consented to such early return from the leave. Employees returning from a "Medical Leave" or "Workers Compensation Leave" shall return upon submission of a physician's statement regarding the Employee's ability to perform his/her work duties. Any Employee who fails to return from a leave of absence shall lose his/her seniority and his/her employment shall be terminated.

The School District reserves the right to send Employees returning from medical leave or workers compensation leave to a physician of the school district's choice for review of the Employee's ability to perform his/her work duties at no cost to the Employee.

If there is a conflict of physician's statements, the parties will agree to the selection of a third physician with the cost divided between Employee and the school district, if not in conflict with our existing insurance policy or coverage.

J. GENERAL PROVISIONS - Unless otherwise indicated, all leaves of absence shall be subject to the following provisions:

1. All extended leaves of absence shall be limited to one (1) year.
2. Employee's seniority will be frozen after one year of any leave (excluding Workers Compensation Leaves which shall be two(2) years).

3. Leaves of absence shall not be granted to enable the Employee to realize financial gain with the exception of an approved Career Option Leave of Absence granted in accordance with Section A.10 of this Article.
4. Salary increments shall not accrue during a leave of absence.
5. Accumulated leave days shall be maintained during a leave, but shall not accrue or increase.
6. An Employee's eligibility for a leave of absence, with the exception of childcare leaves of absence, shall be based upon a minimum of one (1) year of employment in the District. Employees shall be eligible for a childcare leave of absence after six (6) months of continuous employment in the District.
7. Written notice of intent to return from a leave of absence or resign shall be given to the Superintendent or his/her designee thirty (30) days prior to the expiration of the leave (exclusive of the Family Medical Leave Act.)
8. The granting of a leave of absence, with the exception of military leaves, shall be subject to the Board's ability to secure qualified replacements.
9. All requests for extended leaves must be submitted to the Board thirty (30) days prior to the commencement date of the leave.
10. Whenever a question of health, safety or welfare of an Employee who is pregnant exists or is perceived by management to exist, upon the request of the Superintendent or his/her designee, said Employee shall submit a physicians statement regarding the Employee's ability to perform her work duties and/or any restrictions required for the health, safety or welfare of the Employee and/or child.
11. Except as otherwise provided in this Article, all leaves of absence shall be without pay and without fringe or insurance benefits. A medical leave of absence shall be without pay (except worker's compensation benefits or income protection benefits, when applicable, and subject to the terms of this Agreement), but the following designated fringe or insurance benefits shall be provided to the Employee during the medical leave of absence for a period not to exceed two (2) years, provided that the Employee was otherwise eligible for and was receiving such benefits prior to the leave of absence: Medical Insurance, Life Insurance, Optical Insurance and Dental Insurance pursuant to the provisions of Sections A, B, C and D of Article 26.

**ARTICLE 20
LEAVE DAYS**

A. A yearly allotment of Leave days/hours will be given on the 1st day of July of each year. Leave days shall be granted to Employees by classification in accordance with the following schedule:

1. All 52-week employees shall receive annually

0 thru 90 days	No leave days
91 days thru 1st year	1 day per month
START of 2nd year	11 days per year
START of 3rd year	12 days per year
START of 4th year	13 days per year
START of 5th year	14 days per year

NOTE: All days shall be equivocated to hours as per individual regular shift. An employee whose workweeks exceed forty-five (45) shall receive personal leave days prorated from the fifty-two (52) week schedule.

2. Secretarial, Clerical, Instructional Assistants and Library Technical Assistants (LTA's), Security Guards and Hall Monitor employees who work forty (40) to forty-five (45) weeks per school year and Bus Drivers and Cafeteria employees who work four (4) hours or more per day shall receive annually

0 thru 90 days	No leave days
91 days thru 1st year	7 days per year
START of 2nd year	9 days per year
START of 3rd year	10 days per year
START of 4th year	11 days per year
START of 5th year	12 days per year

NOTE: All days shall be equivocated to hours as per individual regular shift.

3. Cafeteria Employees and Bus drivers who work less than four (4) hours per day shall receive annually

0 thru 90 days	No leave days
91 day thru 1st year	6 days per year
START of 2nd year thru 4th year	7 days per year
START of 5th year	8 days per year

NOTE: All days shall be equivocated to hours as per individual regular shift.

4. Transportation Coordinator and Transportation Dispatcher

0 thru 90 days	No leave days
91 days thru 1st year	8 days per year
START of 2nd year	9 days per year
START of 3rd year	10 days per year
START of 4th year	11 days per year
START of 5th year	13 days per year

NOTE: All days shall be equivocated to hours as per individual regular shift.

5. Crossing Guards / Bus Aides shall receive annually beginning the first day of work each school year

0 thru 90 days	No leave days
91 days thru 3rd year	6 days
START of 4th year	7 days
START of 5 th year	8 days

NOTE: All days shall be equivocated to hours as per individual regular shift.

6. Any Employee having worked a 52-week work schedule shall receive the benefit package for a 52-week Employee. Any Employee having worked a 40-45 week schedule shall receive the benefit package for a 40-45 week Employee. A seasonal help work schedule shall not be considered in computing either a 40-45 week work schedule for a 52-week work schedule.

7. Leave Day/ Hour allotment may be accumulated to 100 days or 800 hour maximum for all groups.

B. REDEMPTION OF ACCUMULATED LEAVE DAYS - After eight (8) years of employment with Clintondale, an Employee may annually redeem any unused leave days over thirty-five (35) days and/or over sixty (60) days at the following rates:

1. Over thirty-five (35) days, the redemption rate shall be fifty (50%) percent of the Employee's daily rate per unused leave day.
2. Over sixty (60) days, the redemption rate shall be sixty (60%) percent of the Employee's daily rate per unused leave day.
3. Upon resignation in good standing or upon retirement in accordance with the Public Employee State Retirement Act, any Employee may redeem all unused leave days at fifty (50%) percent of the Employee's daily rate per unused leave day up to one hundred (100) days.

C. GENERAL PROVISIONS

1. Leave Days / Hours

- a. In the event an Employee is absent for three (3) consecutive working days for reasons of illness or physical disability, the Superintendent or his/her designee may request the Employee to furnish a written statement from his/her physician, verifying the illness and the anticipated length of absence. In the case of prolonged illness, the Superintendent or designee may request such additional statements from the Employee's physician as are deemed necessary.
- b. Requests for extended leave must be submitted (3 consecutive days or more) to and approved by the Superintendent or his/her designee. A statement from the Employee's physician may be required at any time, and the Board, at its own expense, may require the Employee to submit to a physical examination by a specialist designated by the Board in order to determine whether leave is warranted.
- c. The position of those Employees who have exhausted his/her leave days will be held open as long as it is possible to do so without interference with normal school functions or so long as an unfair burden is not placed upon the Employees.
- d. For informational purposes accumulated leave time shall be listed on an Employee's check quarterly (September 1, December 1, March 1, and June 1).

Said personal leave time shall be credited to the Employee's account as of July 1 of each school year. Notwithstanding, said time shall be deemed earned monthly at the applicable number of annual days pro-rated monthly. In the event an Employee terminates employment for any reason prior to earning all personal leave time credited to his/her account on July 1 for the school year, the Employees last paycheck shall be adjusted to reflect reimbursement to the school for any personal leave time used, but unearned.

- e. A leave day will be granted the last scheduled work day immediately before and the first scheduled work day immediately after holidays and vacation days with prior written approval of the immediate supervisor.

ARTICLE 21
WORKING HOURS, STANDARD WORK WEEK AND OVERTIME

- A. Working Hours and Standard Work Week - The working hours and standard work week for Employees in each of his/her respective classifications shall be as follows:
1. Custodial and Maintenance Employees - The regular work week shall consist of forty (40) hours per week, consisting of five (5) eight (8) hour days, with thirty (30) minutes allowed for lunch not included in the eight (8) hour day.
 2. Secretarial, Clerical Employees, Instructional Assistants and Library Technical Assistants (LTAs) - The regular work week shall consist of thirty-seven and one-half (37-1/2) hours per week consisting of five (5) seven and one-half (7-1/2) hour days.
 3. Cafeteria Employees - The regular work week and hours for cafeteria Employees may be less than the standard work week and work day. Hours of employment for such Employees shall be those necessary for the adequate performance of the school lunch program. Head cooks, second cooks and helpers who are assigned to work three and one-half (3-1/2) or more hours per day will be allowed to work on two (2) teacher in-service days each school year.

Management and Union agree that the present rotation system is to continue and agree to bidding procedures under seniority and qualifications for the cafeteria helpers, cashiers, bakers, ala carte, serving lines and dishwasher.

Extra time hours and special event hours will be kept on two (2) separate lists. The purpose for maintaining two lists is to give all cafeteria Employees equal opportunity to work extra time provided his/her hours do not conflict with regular scheduled job. Refusal will be charged to the Employee

4. Bus Drivers -The regular workweek and hours for bus drivers may be less than the standard workweek and workday. Hours of employment for such Employees shall be those necessary for the adequate performance of the school transportation program. Bus drivers will be paid for attendance in classes authorized by the administration. Drivers shall be paid according to bid sheet. Layover time will be paid for sixty (60) minutes or less on regular runs only.
5. Crossing Guards, Security Guards, Bus Aides and Hall Monitors - The regular work week and work day shall be determined by the Employee's immediate supervisor.
6. Regular part-time Employees shall be defined to mean those Employees who work less than six (6) hours per day and less than the school year, as set forth in this provision, on a regular basis, either forty (40) thru fifty-two (52) weeks per year. The applicable wages for such Employees shall be prorated based on the

number of hours worked. In addition, regular part-time Employees who are assigned to work thirty (30) or more hours per week shall receive the applicable fringe benefits for the classification in which they are working.

It is understood that this provision shall not be utilized to split a regular full-time position, which has not been otherwise terminated, eliminated or reduced in hours by the Board. (This provision applies to positions, which are restored after being terminated or eliminated) among two (2) or more regular part-time Employees.

This provision is not intended to apply to cafeteria Employees, bus drivers or crossing guards.

B. OVERTIME/EXTRA HOURS:

1. Any hours worked after eight (8) hours in any day and forty (40) hours in any one (1) week and all hours worked on Saturday shall be compensated for at the regular rate of one and one-half (1-1/2) times the regular hourly rate. Any hours worked on Sundays or holidays shall be compensated for at the rate of two times (double time) the regular hourly rate in addition to holiday pay.
2. Overtime/Extra Hours for secretarial, clerical Employees, instructional assistants, and library technical assistants (LTA's) shall be paid after seven and one-half (7-1/2) hours in any one day or thirty-seven and one-half (37-1/2) hours in any one week at the rate of one and one-half (1-1/2) times the regular hourly rate. Time worked on Saturdays, Sundays and holidays shall be compensated as provided above.
3. Overtime/Extra Hours will be on a rotating basis by seniority in order to equalize overtime hours whenever possible within job classifications. After an Employee has been absent for four (4) consecutive weeks {twenty (20) workdays}, such Employee shall be rotated on the overtime list and charged with overtime hours occurring during the period of consecutive days of absence following the four (4) week period. This provision shall not apply to Employees who are on vacations or to the summer period for Employees who are not scheduled to work during that period.

*Substitutes working overtime, Union and Management must mutually agree prior to any overtime hours worked.

*Substitutes shall mean anyone who replaces an Employee who is absent from his/her normal duties.

4. Overtime/Extra Hours will be distributed by building; however, if no building Employee is available, overtime may be distributed on a district-wide basis.
 1. High School/Administration
 2. Santilli Library Complex/Middle School
 3. Community Center/Auditorium/Pool**

4. McGlennen Elementary
5. Parker Elementary
6. Rainbow Elementary
7. Continuing Education Center

** (Certified Pool Operator shall have exclusive rights for Pool Overtime).

NOTE: If an Employee works in a position that consists of two or more buildings, the building in which his/her normal scheduled hours are greater shall be the building for tabulating overtime. If the hours are the same, then the building in which the shift starts shall be considered his/her building. The other building(s) shall then become the secondary building(s). Employee shall only be asked to work overtime in secondary building if everyone in building has refused to work said overtime or a need for additional help is deemed necessary.

5. For the purposes of computing overtime to be paid for Saturdays, Sundays and holidays, a shift which covers two (2) calendar days (third shift) shall be treated as worked on the day on which the shift begins, provided this work period is part of the normal forty (40) hour week.
6. **EXTRA HOURS AND OVERTIME RECORDS** - The Board of Education will continue to keep hourly records and extra hours records for all bargaining unit Employees. The Union president/designee may request a copy of overtime hours and extra hours every thirty (30) days.
7. **Notice of Scheduled Overtime (Custodial-Maintenance)** -- Subject to the following provisions and except in emergencies, custodial and maintenance Employees shall be notified of scheduled overtime prior to the scheduled lunch break occurring during his/her previous day's shift.
 - a. This provision shall not apply to call-in situations or to snow removal.
 - b. Custodial and maintenance Employees agree that he/she will not unreasonably refuse to accept overtime if notice of overtime is not provided in accordance with the above provision.
 - c. In the event notice of overtime is not provided in accordance with the above provision and the overtime is refused by a custodial or maintenance Employee, the overtime will not be charged against the Employee.
8. **CALL-IN PAY** - Employees covered by the terms of this Agreement who are called in to work before or after his/her regular shift shall receive a minimum of two (2) hours pay for two (2) hours or less work, subject to the following:

Call-in pay shall not apply to the extension of the Employee's normal shift nor shall it apply when an Employee is required to report to work two (2) or less

hours prior to the beginning of a shift. Employees may be assigned work for the entire two (2) hour call-in period. If the Employee is not assigned to work the entire two (2) hours, the Employee may leave work and shall receive the two (2) hours call-in pay.

C. SHIFTS:

1. All Employees scheduled for and commencing work between the hours of 4:00 a.m. and 10:59 a.m. shall be on the first shift.
2. All Employees scheduled for and commencing work between the hours of 11:00 a.m. and 6:59 p.m. shall be on the second shift.
3. All Employees scheduled for and commencing work between the hours of 7:00 p.m. and 3:59 a.m. shall be on the third shift.
4. Starting times of Employees will not be scheduled for the purpose of avoiding the payment of shift premium.
5. Employees are expected to be at his/her regularly assigned building or department at his/her scheduled starting times. Employees are not to leave his/her workstations prior to quitting time without permission of his/her immediate supervisor (excluding lunch break).

D. When a special event or function is requested to be held at any District facility and is granted by the Director of Building and Grounds/designee, a waiver request, if deemed necessary by this Director of Building and Grounds/designee, should be sent to the appropriate supervisor and groups Steward. The waiver request should be in the hands of the said supervisor and Steward no later than two (2) weeks before the event is to take place. The waiver request should contain the following information:

1. Where and when the event is to take place (include date and starting time and ending time).
2. What facilities are to be used and what equipment/utensils are to be used.
3. If people are serving food he/she must have current required health tests.
4. The number of employees needed will be determined jointly by the supervisor and the Steward
5. All events are to be listed on the Building Use Schedule and a copy of it sent to the appropriate Steward.

**ARTICLE 22
HOLIDAYS**

A. All 52 week employees - The following days each year are recognized as holidays with pay for permanent personnel only, who have worked the scheduled work day immediately prior to, and the scheduled work day immediately after the holiday:

- | | |
|---------------------------|-----------------------|
| a. New Year's Day | g. Fourth of July |
| b. Martin Luther King Day | h. Labor Day |
| c. President's Day | i. Thanksgiving Day |
| d. Good Friday | j. Christmas Eve Day |
| e. Easter Monday | k. Christmas Day |
| f. Memorial Day | l. New Year's Eve Day |

B. All employees less than 52 weeks - The following days each year are recognized as holidays with pay for permanent personnel only, who have worked the scheduled work day immediately prior to and the scheduled work day immediately after the holiday:

- | | |
|---------------------------|-----------------------|
| a. New Year's Day | g. Labor Day |
| b. Martin Luther King Day | h. Thanksgiving Day |
| c. President's Day | i. Christmas Eve Day |
| d. Good Friday | j. Christmas Day |
| e. Easter Monday | k. New Year's Eve Day |
| f. Memorial Day | |

C. GENERAL PROVISIONS:

1. Employees are to receive holiday pay on the basis of his/her regular prorated wage rate at the time of the holiday.
2. When a holiday falls on a Thursday, Friday shall be part of the holiday
3. Should a holiday fall on a Saturday, Friday will be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.
4. If a person is absent before or after a holiday on a day, which is a scheduled work day, he/she must submit written evidence of medical illness or he/she shall not be paid for the holiday or holidays. In extenuating circumstances, exceptions may be made by the Superintendent or his/her designee, if documented evidence is furnished by the Employee per Article 20 Section C.e.
5. Any holiday changed by state or federal government shall be adjusted accordingly. If a conflict with the school calendar occurs on any holiday, the holiday will be re-scheduled by mutual agreement between the Union and Superintendent or his/her designee so that all holidays during the scheduled school calendar are recognized on the same days by all Employees of the district.

**ARTICLE 23
VACATIONS**

- A. Employees shall be eligible to receive accrued vacation benefits in his/her respective classifications after attaining seniority and shall earn credits toward vacation for a fiscal year July 1st to June 30th in accordance with the following schedule.

Vacation days will be accumulated and tabulated by hours. Vacation day -hours will be earned on a monthly basis and awarded on the first day of each month.

For all eligible Employees, twenty-four (24) hours will be advanced on July 1st of each year. Use of personal time will be allowed on an hourly basis; however, use of vacation time will only be allowed in four (4) hour or full day increments.

An Employee shall earn credits towards vacation with pay in accordance with the following schedule, based the fiscal year, July 1st through June 30th.

1. ALL 52 WEEK EMPLOYEES - An Employee shall be eligible to receive accrued vacation benefits after attaining seniority employment as a full-time permanent, twelve (12) month classified Employee.
 - a. Fifty-two (52) week Employees shall be eligible to receive accrued vacation benefits after attaining seniority employment as a full-time, permanent, twelve-month classified Employee.

0 thru 90 days	0 days
91 days thru 1st year	1/2 day per month
START of 2nd year	8 days per year
START of 3rd year thru 5th year	10 days per year
START of 6th year	15 days per year
START of 11th year	18 days per year
START of 16th year	20 days per year
START of 21st year	21 days per year
START of 26th year	22 days per year

NOTE: An employee whose work weeks exceed forty-five (45) weeks shall receive, vacation days prorated from the fifty-two (52) week vacation schedule.

2. Secretarial, Clerical Employees, Instructional Assistants, Transportation Dispatcher and Library Technical Assistants (LTAs):

- a. Forty (40) to forty-five (45) week employees shall be eligible to receive vacation with pay after the first year of employment, to be taken at the end of the Employee's work schedule, as follows:

0 thru 90 days	0 days
91 days thru 1st year	1/2 day per month
START of 2 nd year	5 days per year
START of 3rd year thru 5th year	6 days per year
START of 6th year	8 days per year
START of 11th year	9 days per year
START of 21st year	11 days per year
START of 26th year	12 days per year

3. Cafeteria Employees, Adult Education Clerk, Bus Drivers, Crossing Guards, Bus Aides and Hall Monitors who work less than six (6) hours per day - no vacation with pay.

4. Cafeteria Employees, Bus Drivers, Security Guards, Hall Monitors and Bus Aides who work six (6) hours or more per day shall be eligible to receive vacation with pay per Employee's work schedule.

0 thru 90 days	0 days
91 days thru 1st year	1/2 day per month
START of 2 nd year	5 days per year
START of 3rd year thru 5th year	6 days per year
START of 6th year	8 days per year

B. GENERAL PROVISIONS:

1. Vacation days will be taken, providing that such scheduling does not interfere with the operation of the department concerned. Upon the written approval of the Assistant Superintendent Designee, exceptions to this provision may be granted.
2. When a holiday is observed by the Board of Education during a scheduled vacation, the vacation of the Employee will be extended one (1) day continuous with the vacation.
3. If an Employee becomes ill and is under the care of a duly licensed physician during his/her vacation, the Employee may, upon certification of such illness, elect to utilize leave days in lieu of his/her vacation. The Employee's vacation will then be rescheduled.

4. A vacation may not be waived by an Employee without the written approval of the Assistant Superintendent /Designee. The maximum number of vacation days that may be waived upon approval is five (5) days for a period not to exceed one (1) year. During the one (1) year period, the Employee may be paid the five (5) days, which have been waived in lieu of taking those five (5) days as vacation days upon the written approval of the Assistant Superintendent /Designee.
5. Employees will be paid his/her current rate of pay, based on his/her regular scheduled pay while on vacation and will receive any benefits provided for in this Agreement.
6. If an Employee is laid off, retired or terminated, he/she will receive any unused vacation credit, including that accrued in the current fiscal year.
7. Vacations will be granted at such times during the year as suitable to the efficient operation of the Employee's department and in consideration of his/her wishes, provided his/her request is submitted to the Assistant Superintendent /Designee fifteen (15) days, except in cases of emergency as determined by the Assistant Superintendent /Designee, prior to the anticipated vacation.
8. Custodial and maintenance Employees shall be eligible to use vacation days over the Christmas break period when school is not in session, subject to the following:
 - a. This provision shall not apply and vacations may be canceled in cases of emergency.
 - b. Adequate building coverage must be maintained.
 - c. The Board has the right to have up to five (5) custodial Employees and one (1) maintenance Employee on the job during applicable working hours (excluding holidays) during this time period. Notwithstanding all regularly scheduled Employees have the option to work during this time.

In the event additional Employees are deemed necessary to work during this time period, the employer shall notify the Union in writing, on or before November 1st of said need and reasons thereof, prior to scheduling required staff.

- d. Vacation days used by an Employee under this provision shall be credited against the vacation days an Employee has earned under Section A(1), and these days shall not be in addition to the days provided under the vacation schedule.
- e. The determination of which Employee may use vacation days under this Section shall be on a seniority basis.
- f. Employee affected by layoff may, in writing, to the Assistant Superintendent/Designee, freeze his/her vacation time at the date of layoff.

**ARTICLE 24
PAY ADVANCE**

- A. If an Employee's regular pay day falls during his/her vacation, he/she may receive that paycheck in advance before going on vacation, providing he/she files with the Board of Education or its representative, a written request for payment of that check at least three (3) weeks before commencement of his/her vacation. Should an Employee change his/her vacation, he/she must make a request for his/her check two (2) weeks before leaving if he/she desires to receive it in advance.
- B. Employees will be paid his/her current rate based on his/her scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.
- C. If an Employee retires, dies or resigns, he/she or his/her beneficiary will receive any unused vacation or longevity credit on a prorated basis, accrued during the fiscal year. If an Employee dies, his/her beneficiary shall receive any unused leave days on a prorated basis accrued during the fiscal year.

**ARTICLE 25
BULLETIN BOARD**

The Board of Education or its representative agrees to provide a designated section of a bulletin board in each building, which may be used by the Union for posting notices of the following types:

- 1. Notices of Union elections
- 2. Notices of Union recreational and social events
- 3. Notices of Union meetings
- 4. All postings and other Employee information will be posted in the main office of each individual building.

**ARTICLE 26
INSURANCE**

- A. All employees who work 30 hours or more per week shall be entitled to the: MESSA Choices PPO Health /Medical coverage (PAK "A") as agreed upon and outlined (see attached) with all applicable deductibles being paid for by the Board. For those Employees who opt not to receive his/her entitled coverage he/she shall receive* MESSA (PAK "B").

The above coverage shall consist of these additions:

Group Life Insurance – as outlined in section B

Optical Insurance- as outline in section C

Group Dental Insurance- as outlined in section D

Long Term Disability Insurance- as outlined in Article 28

- B. LIFE INSURANCE -The Board of Education agrees to pay the full cost of a group life insurance policy in the face amount of thirty thousand (\$30,000.00) dollars, which shall provide coverage for accidental death in the aggregate amount of sixty thousand (\$60,000) dollars and for dismemberment (according to the terms of the policy), in an amount not to exceed thirty thousand (\$30,000.00) dollars, for Employees who work thirty (30) or more hours per week.

All Employees who work less than thirty (30) hours per week, at his/her option, shall be eligible to participate in the above group life insurance program with the cost of participation to be shared between the Board and the Employee on a pro-rated basis.

Each retired Employee shall be insured for an amount equal to twenty-five percent (25%) of the amount in force prior to retirement not to exceed ten thousand dollars (\$10,000.00). Coverage for retired Employees shall cease at age seventy (70).

- C. OPTICAL INSURANCE – The Board of Education shall pay for an eye care optical program for all full-time Employees who work thirty (30) or more hours per week and his/her families. Employees who work less than thirty hours per week shall receive this benefit on a pro-rated basis. (A new hire will not be eligible for dental/optical coverage for six (6) months).

- D. DENTAL INSURANCE – The Board of Education agrees to pay the full costs of a group dental insurance plan, which includes an 80/80/1500 Dental coverage, fifty percent (50%) orthodontic rider, for Employees who work thirty (30) or more hours per week, subject to the terms of the policy.

- E. Those Employees who work less than thirty (30) hours per week and elect to receive optical, life and/or dental insurance shall do so on a pro rata basis. The Employee's share for the cost of coverage shall be paid on September 1 of every school year. If an Employee is unable to pay the full amount on September 1, arrangements will be made so that the Employee's portion is paid in full by June 30, of the same school year.

Under the current MESSA programs, part time employees can only purchase PAK "B" which includes life, optical, dental and long term disability.

A new hire will not be eligible for dental/optical coverage for six (6) months.

If an Employee has requested a payment plan, payment is due by the 15th of every month or until the balance is paid in full by June 30th. If an Employee does not make the required payment by the 15th, he/she will be notified as such by the end of the same month. If the requested payment is not made by the 5th of the next month, the Employee will automatically be dropped from the plan and will not be reinstated until open enrollment occurs in September of the next school year.

- F. Eligible employees electing to take MESSA "PAK "B" which includes dental, optical, long term disability and life insurance will receive a monthly payment of two hundred and fifty (\$250) dollars.

Employees shall write a memo to the Assistant Superintendent/Designee informing him/her of his/her desire to change his/her option. With the exception of an emergency, Employees must wait for the open enrollment period to elect to return to the health care option.

The Board shall have the option of selecting the current carrier for Medical, Optical, Dental and Long Term Disability Insurance. However, the level of benefits shall not be changed In following years should the premium cost increase in excess of five (5%) percent, the parties agree to meet and mutually agree upon a carrier.

- G. Beginning with 2007/2008 school year and thereafter, if Health Care Package \$10/\$20 drug card increases over \$16,000.00 a person, the parties will renegotiate to arrive at one of the following scenarios:

1. Different Health Care Plan at a cost of \$16,000.00 or less per person.
2. Different coverage at a cost of \$16,000.00 or less per person.
3. The employees absorb any cost over \$16,000.00 per person.

ARTICLE 27 WORKER'S COMPENSATION

A school Employee who is injured in the line of duty shall receive such compensation as is prescribed by the Worker's Compensation Law of the State of Michigan. Such compensation shall be supplemented with sufficient amounts to maintain his/her regular salary for a period not exceeding his/her leave accumulations. Such accumulation shall be charged only for a portion in excess of the compensation payment. The Union President will be notified of all bargaining unit members who apply for Worker's Compensation.

If Employee is working under Worker's Compensation restrictions and is still seeking treatment, every effort will be made to schedule office visit(s) during non-working hours. If this is not possible there shall be no loss in pay or need to make up lost time. Employee will notify Management of all scheduled appointments.

ARTICLE 28
INCOME PROTECTION (LONG TERM DISABILITY)

The Board of Education agrees to pay the full cost of an Income Protection Plan which pays sixty-six and two-thirds (66-2/3%) percent of an Employee's salary after sixty (60) calendar days of illness or disability to age seventy (70). The LTD cap will be determined by sixty-six and two-thirds (66 2/3%) of the highest base pay of an AFSCME Employee, rounded to the nearest \$100 per month for all Employees who work thirty (30) or more hours per week subject to the terms of the policy.

ARTICLE 29
COMPULSORY RETIREMENT

- A. Compulsory retirement age of bargaining unit employees in the School District shall be seventy (70) years of age. June 30th shall be the date of retirement following the seventieth (70th) birthday. However, on written application to the Board of Education, employment of an individual Employee may, in the discretion of the Board, be extended beyond the retirement date on a year to year basis.
- B. Should any Employee reach the age of retirement and still need additional time to qualify for retirement compensation under the accepted State Public Employee's Retirement Law, he/she may make application for an extension of the employment period. The Board shall consider the application and take such action as it deems best.
- C. The Board reserves the right to retire an Employee prior to the compulsory age if the Employee is judged medically incompetent by the Board's physician.
- D. The Employee has the right to appeal the Board physician's decision by obtaining a statement from the Employee's physician. If the decisions of the two physicians are in conflict, a mutually agreed upon physician may be employed. Both parties agree to abide by the decision of the third physician.
- E. Upon retirement, the Employee shall receive the following:
 - 1. Vacation Days - based on accumulation.
 - 2. Longevity Pay for the year in which the retirement occurs - based on a prorated basis.

ARTICLE 30
MEDICAL EXAMINATION AND FEDERAL/STATE MANDATE

- A. All Employees shall be required to meet all applicable local, State or Federal requirements for medical examinations and tests.
- B. Transportation Employees shall be required to pass a physical examination by a qualified physician prior to beginning employment in September of each year.
- C. The Board agrees to pay the cost of the medical exams required in paragraphs A and B of this Article provided that the Employee and Board agree on the need for the exam and the medical provider prior to the exam.
- D. The Board pays for physical exams for maintenance Employees.
- E. If at any time Federal/State Mandates are dropped and an Employee is receiving remuneration for said Mandate, the Board has the right to discontinue payment at the expiration of this particular license.
- F. All Employees who are affected shall receive all updated information that may pertain to his/her position or duties.

ARTICLE 31
BARGAINING UNIT WORK

- A. It is recognized that several cooperative work-education programs in the schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary Employees referred to as students in no way interferes or conflicts with the duties or privileges of Employees. It is understood that the provisions of this Agreement entered into between the parties do not apply to these temporary student Employees.
- B. When a supervisor performs work normally done by Employees covered by this Agreement, it shall be deemed a violation of this Agreement. The Employee disregarded shall be compensated at his/her normal hourly wage. However, a supervisor may perform work normally done by bargaining unit Employees in order to demonstrate a job or work to the Employees, and further may perform such work in emergency situations, which shall be defined to mean work which requires immediate action. In the event an emergency lasts more than thirty (30) minutes, the appropriate bargaining unit member shall be called in to perform the work arising from the emergency.

**ARTICLE 32
WELFARE TO WORK**

In the event, the Welfare Reform Act is implemented during term of this Master Agreement, the parties shall immediately meet to exchange information, discuss and negotiate any issues to the extent required and/or allowed by applicable laws, orders and Regulations as a result of this legislation.

**ARTICLE 33
LONGEVITY**

A. Longevity pay shall be paid to all regular fifty-two (52) week Employees according to the following schedule, based on the years of service with the Clintondale Community Schools:

After completion of successful employment	
5 years	\$1550
10 years	\$1650
15 years	\$1750
20 years	\$1800
25 years	\$1850
30 years	\$1950
35 years	\$2050

- B. Full time Employees other than fifty-two (52) week Employees shall receive longevity pay on a pro rata basis. If the Employee works thirty (30) or more hours per week, the longevity pay shall be prorated based on the ratio of the number of months an Employee works to twelve (12) months. For Employees who work less than thirty (30) hours per week, longevity pay shall be based not only on the ratio of months worked, but also on the ratio of the hours an Employee works per day to eight (8) hours.
- C. Longevity payments shall be made by separate check in the following manner: If an Employee's employment anniversary date occurs between July 1 and December 31, the longevity payment shall be made during the FIRST pay period in December or if an Employee's employment anniversary date occurs between January 1 and June 30, the longevity payment shall be made during the LAST pay period in June.
- D. If an Employee retires, dies or resigns, he/she or his/her beneficiary will receive any unused longevity credit on a prorated basis, accrued during the fiscal year. If an Employee dies, his/her beneficiary shall receive any unused leave days on a prorated basis accrued during the fiscal year.

ARTICLE 34
MISCELLANEOUS PROVISIONS

A. REPORTING DURING INCLEMENT WEATHER:

1. Under extreme and unusual conditions, when school is forced to close because of such circumstances as bad weather, breakdown of equipment, etc., the Superintendent/Designee may declare working conditions unsuitable, and the affected Employees may be excused from work without loss of pay.

Under conditions of bad weather, all Employees are to report to work if it is feasible and practical to do so at his/her regularly scheduled time or as soon as possible thereafter. If it is feasible and practical for an Employee to report to work, and the Employee does not report to work at his/her regularly scheduled time or as soon as possible thereafter, time loss will be deducted from the Employee's pay at the discretion of the Superintendent of Schools. Employees must contact his/her supervisor to the effect that it is unfeasible and impractical for them to report to work and obtain permission to remain away from work. Such permission will not be unreasonably withheld if reporting for work is unfeasible and impractical.

2. When an Employee reports for work, and there is no work in his/her classification to be performed, the individual may be assigned to other duties not outside of his/her job description.

B. BUDGET INFORMATION - The Board agrees to make available a copy of the preliminary and final budget information after they have been completed and made public information. This information may be requested by the Union president from the Board office.

C. USE OF PERSONAL CAR -Any Employee that is required to use his/her motor vehicle for school purpose shall have a valid Michigan driver's license and maintain all State required insurance necessary to operate a motor vehicle.

1. The school shall not be responsible for any liability as to third parties resulting from acts of gross negligence, recklessness or wanton disregard for rights of others on the part of the Employee in the use of his/her motor vehicle.
2. In the event an Employee is required to use his/her car for employment and said car is damaged by a third party during working hours, then the school district shall be responsible for repairing same or paying any deductible required under Employee's insurance whichever is less to the school district. If said car is damaged by a negligent act of the Employee, the school district shall not be responsible for repairing same.

D. Employees who are required to obtain any State or Federal licenses and/or certifications for the performance of other duties for the school district shall receive reimbursement for all

fees/costs imposed by State or Federal agencies for said licenses and/or certificates. (This does not apply to regular driver's license.) Notice of any State or Federal mandates and/or subsequent, effect the employment qualifications and/or responsibilities of any bargaining unit member shall be posted upon the AFSCME BULLETIN BOARD, by the school district upon receipt of same by the school district.

E. UNIFORMS:

1. Custodial, mechanics and maintenance Employees covered by the terms of this Agreement shall receive, at the expense of the Board, three (3) uniforms, which shall be selected by the Board. In addition to the three (3) uniforms, maintenance Employees and outside tractor custodians shall receive two (2) sets of coveralls; mechanics, five (5) sets of coveralls. Each Employee receiving a uniform shall have the responsibility of maintaining and cleaning such uniforms. The annual replacement of uniforms shall be on the basis of need and shall not exceed three (3) uniforms per year. The replacement of uniforms shall take place at the beginning of the school year, except in emergencies.

All Group A Employees shall receive annual reimbursement for actual cost paid up to one hundred dollars (\$100) for approved work shoes upon actual verification of said cost. All Groundskeepers shall receive annual reimbursement for actual cost paid up to one hundred and fifty dollars (\$150) for approved work shoes upon actual verification of said cost. Work shoes will be considered part of the uniform. The Union and Management will mutually agree upon approved work shoes.

Denim style jeans shall be offered to all employees in lieu of the standard cotton/polyester pant. If an employee opts to jean style pant he/she will receive replacements every other year and will not be eligible to receive regular style cotton/polyester pant during the in between year, but may return to cotton / polyester style every year replacements when eligible.

- 2a. Cafeteria Employees shall receive a check for the purchase of, or the reimbursement of the cost for work shoes, upon the verification of actual price or the verification of the actual purchase. The above check or reimbursement shall be up to \$100 (One hundred Dollars) annually and for cooks and baker \$125.00 annually.
- 2b. The district will purchase uniforms annually as follows: three (3) uniforms for helpers and hostesses; four (4) uniforms for cooks and bakers and cloth aprons for all cafeteria Employees.
3. Bus Drivers that are newly hired shall receive a winter jacket. Bus drivers shall receive new winter jackets every two (2) years. In addition, Bus Drivers shall receive one button down sweater, as needed.

4. Truck Drivers shall receive one (1) set of coveralls and replacement will be on an "as needed" basis.
 5. Crossing guards who are newly hired shall receive boots and shoes, three (3) pair of pants, three (3) shirts, one (1) tie, one (1) hat, one (1) whistle, one (1) light weight jacket, one (1) heavy winter jacket, one (1) pair orange mittens, one (1) raincoat and one (1) button down sweater. These items will be replaced on an "as needed" basis.
 6. Security guards that are newly hired shall receive three (3) pair of slacks, five (5) shirts, one (1) pair of boots and one (1) pair of shoes, one (1) light weight jacket, one (1) heavy winter jacket, one (1) hat, two (2) ties, and (1) raincoat, and one (1) button down sweater, and annually, he/she shall receive three (3) pair of slacks, four (4) shirts. Jackets/boots and shoes shall be replaced on an "as needed" basis.
 7. Bus Aides shall receive one winter style jacket and one spring jacket with appropriate Clintondale logos upon successful completion of his/her probationary period. Replacement of jackets will be on the basis of need.
 8. Employees shall wear uniforms furnished by the School District in accordance with the above provision, except in extenuating circumstances. In addition to the annual replacement of uniforms as provided above, custodians shall receive one (1) additional replacement uniform in the event his/her annual replacement uniform is damaged beyond repair while performing his/her duties for the School District. Maintenance Employees, outside tractor custodians and mechanics shall receive two (2) additional replacement uniforms per year in the event one or two of his/her annual replacement uniforms are damaged beyond repair while performing his/her duties for the School District. To receive annual replacements of uniforms in accordance with this provision, Employees must submit his/her old uniform or uniforms for marking and identification purposes. The Union will be consulted regarding uniform materials. Union and Management will agree to the procedures for implementing the Union Subparagraph E.
- F. RELIEF PERIOD - All Employees covered by the terms of this Agreement shall be entitled to one (1) fifteen (15) minute relief period preceding his/her lunch break and one (1) fifteen (15) minute relief period following his/her lunch break. The time during which a relief period is taken by each Employee shall be determined by the Employee's immediate supervisor. In the event an Employee is unable to take his/her relief period at the scheduled time due to an emergency, the Employee shall be entitled to his/her relief period at the first available opportunity.
- G. Cafeteria employees who work four (4) hours but less than six (6) hours per day shall receive one (1) fifteen (15) minute relief period and those who work six (6) or more hours shall receive two (2) fifteen (15) minute relief period.

- H. LUNCH BREAK – All Employees working seven (7) hours or more covered by the terms of this Agreement shall, except in emergencies, be entitled to a thirty (30) minute duty free lunch break, not to be included in the Employee's regular work day.
- I. CONTINUING EDUCATION - In the event the Board or its designee authorizes in writing that an Employee covered by the terms of this Agreement take, participate in and/or attend educational conferences, workshops, courses or classes related to the Employee's job, work or classification, the Employee shall be reimbursed for books, tuition, conference fees and certain expenses which have been specifically authorized by the Board or its designee. If the Employee does not successfully complete any conferences, workshops, courses or classes for which authorization has been given, the Employee shall reimburse the School District for the tuition, books, fees and expenses associated therewith. Any Employee who has received written authorization in accordance with this provision and who has received a passing grade (Passing grade shall be defined as a "C" or grade point equivalent) in a course or class of not less than one (1) semester's duration shall receive the sum of One Hundred and (\$100) Dollars within thirty (30) days from the date written verification of a passing grade received from the appropriate institution. Payment of the above sum shall be made only once for each course or class taken pursuant to this provision. This provision shall not apply to the experimental maintenance apprenticeship program or to maintenance Employees, unless otherwise authorized by the Superintendent/Designee, and shall not be implemented during the term of the Agreement.

ARTICLE 35 SUBCONTRACTING

Any work presently assigned to the bargaining unit, which is normally performed by Unit Members, shall not be sub-contracted out to other firms, business entities, and governmental units except those projects, which because of his/her size, uniqueness, time limitations, or complexities, reasonably require sub-contracting. The Employer may also sub-contract work out in emergencies or short duration. Sub-contracting shall be permitted in order to preserve or obtain warranties relating to fixtures, equipment or other capital improvements to be installed. Sub-contracting must not be intended to deprive the Employees of the unit the right to perform work normally performed by unit members during regular work hours provided the employer may permit the work to be done on overtime.

The Employer shall inform the Union of his/her intent to sub-contract. Such notification shall not be construed as an acknowledgment or admission that proposed work is work normally performed by unit members or requires Union consent or approval prior to such sub-contracting. The whole intent of this article is for the parties to work together to promote efficiency and cost effectiveness as it relates to this sub-contracting issue and the operation of the school district

ARTICLE 36
TRANSPORTATION

A. FIELD TRIPS

1. When general fund monies are utilized to pay for transportation of School District students, bus drivers will have exclusive rights to all field trips.
2. When any other funds are utilized, the School District will promote and encourage all groups to consider the use of our District Transportation services. In order to insure that our transportation department will get proper consideration, all groups must first submit the standard field trip form to the transportation department.
3. However, it is expressly understood that groups using funds other than General Fund Monies maintain the option to use other transportation services.
4. The President or designee shall receive written notice of all final decisions.
5. NOTICE OF FIELD TRIP DEPARTURE - Bus drivers shall be given not less than twenty-four (24) hours notice prior to a field trip departure. In the event less than twenty-four (24) hours notice of a field trip departure is provided, the driver may refuse the field trip and not have the overtime charged against him/her. However, bus drivers agree that he/she will not unreasonably refuse to accept field trips if the notice of departure is provided less than twenty-four (24) hours prior to departure.

B. DRIVER ANNUAL BID

1. At the commencement of the school year in September, all drivers will bid his/her runs on a seniority basis. Between the 30th and 60th day from the first pupil day of the school year, all drivers will be given the opportunity to rebid runs on a seniority basis.
2. Any additional runs that begin after the regular runs are bid will be posted and bid by available senior driver.

C. SUMMER POSITIONS

1. Shall be posted, bid and filled by seniority personnel.
2. All Bus Drivers interested in working summer hours shall sign up prior to May 15th of each year
3. Sign up sheets shall be placed in a visible location for all Bus Drivers.

4. Summer hours shall commence from last day of school year till 1st day of next school year start.
5. These hours shall be on a equalizing/rotating basis by seniority as determined by Union.
6. Hours shall be kept on a separate list and start at a zero each summer.

D. DEFINITIONS FOR PROCEDURE TO EQUALIZE EXTRA HOURS:

ASSIGNED DRIVER - A certified driver who reports for work and has a regular daily route.

ASSIGNED OPEN DRIVER - A certified driver who reports for work and has a regular daily route, but not a midday run.

UNASSIGNED DRIVER - A certified driver who reports for work and is on standby daily.

SUBSTITUTE DRIVER - A certified driver who is called in when needed to replace one of the above three drivers - ONLY.

MIDDAY RUN - A midday run is a daily scheduled run between morning and evening runs. (Kindergarten, Preschool, Vocational, Enrichment Programs, etc.)

ENRICHMENT PROGRAMS - A short-term run that starts and ends between the school year. (Swim, Planetarium, etc.)

FIELD TRIP - A field trip is a run scheduled in advance for an away activity. (Athletic, Learning Experience, Club Outings, etc.)

FIELD TRIP HOURS - Field trip hours are hours earned or charged for field trips only.

EXTRA HOURS - any hours over and above a regular route including field trip shuttles that are not bid.

E. DISTRIBUTION OF EXTRA HOURS - FIELD TRIPS:

1. All identification coded field trips and the low extra hour driver bid sheet will be posted on Mondays. Employees must bid by noon, Tuesday. (The week runs from Wednesday to Wednesday.)
2. All field trips will be rotated by low extra hour drivers bidding in succession. An open, unassigned or substitute driver (in that order) will replace a Field Trip Driver when necessary.

3. A driver bidding on 9:00 a.m. - 2:00 p.m. field trip must arrange for a replacement when needed by asking the open senior driver first in line for midday runs on the open assigned driver's chart.
 - a. Any driver wishing a midday run off must comply with the same procedure above.
4. All field trips at 2:30 p.m. are bid the same as above. The Transportation Supervisor will get a replacement driver when needed by utilizing unassigned or substitute drivers first. After all other means have been exhausted, the Transportation Supervisor must notify the Transportation Steward or President before using qualified personnel out of the transportation department.
5. All extra hours will be computed by total time regardless of how paid (straight time, time and one-half, or double-time).
 - a. All time paid for in-service, breakdowns, midday runs, etc., will not being included in the extra hours earned or charged for field trips.
6. If a driver refuses to bid on a field trip when it is his/her turn to do so, he/she will be charged time and one half (1 1/2) for all hours of said field trip. These hours shall be applied to the weekly bid sheet. If an emergency situation occurs, a driver may upon approval of his/her supervisor or designee, exchange his/her trip for one of similar hours with another driver, if driver agrees. If a driver must relinquish a field trip already accepted and doesn't exchange with another driver he/she will be charged double time for all hours worked of said trip. These hours will be applied to the weekly bid sheet.
7. If a driver's bid field trip is cancelled, he/she will not be charged.
8. If any driver is absent and not available to bid, it will be treated the same as a refusal. The Transportation Supervisor will write "**ABSENT**" next to the driver's name on the bid sheet and initial same. The bid process will then continue.
 - a. If any driver is absent the day of his/her bid field trip, he/she will be charged. The driver next in line on the bid sheet will be asked to take the field trip. (Twelve {12} hour notice applies.)
 - b. Field trips received late will be distributed same as above. (Twelve {12} hour notice applies.)

- c. Drivers absent for extended time will be charged by taking the driver above and below them on the seniority sheet, totaling his/her extra hours and dividing by two (2), thus averaging hours.
- 9. An overnight bus trip driver will be paid a minimum of eight (8) hours per day. If driving time exceeds eight (8) hours, overtime rate applies. Also, reasonable sleeping accommodations plus one meal are to be paid for by the sponsor.
- 10. An overnight field trip bus driver will be paid a minimum of eight hours (8) per day for each day of traveling time to his/her destination and eight (8) hours per day for each in between day (24-hour day) at said destination. Pay for the return trip shall be for actual driving time only.

**ARTICLE 37
CLASSIFICATIONS**

Group A: Care and Operation of Plant

- Level 1 - Regular Part-Time
- 2 - Custodian – Full-Time
- 3 - Painter -Groundskeeper
- 4 - Maintenance – Level 1, Level 2, Level 3
Transportation Coordinator, Bus Mechanic
- 5 - Supplemental Positions
Certified Pool Operator
Pool Attendant Custodian
Warehouse Custodian
Custodian/Truck Driver
- 6 - Maintenance Apprentice

Group B: Cafeteria Employees

- Level 1 - Helper
- 2 - Hostess
- 3 - Second Cook – Second Baker
- 4 - Head Cook - Head Baker
- 5 - Supplemental
Special Events Coordinator

Group C: Bus Drivers

- Transportation Dispatcher

Group D: Secretarial - Clerical Employees

Level 1- Elementary Office Assistant

Level 2 - General Office Clerk
Switchboard Clerk
Imaging Clerk

Level 3 - Substitute Assignment/Switchboard Operator
Communications/Marketing Clerk

Level 4 – Imaging Specialist

Level 5 - Secretary I
Elementary Principal
Middle School Counselors
High School Counselors
Assistant Principals
Directors
High School Attendance/Child Accounting

Level 6 - Secretary II
High School Principal
Middle School Principal

Level 7 - Secretary III
Business Manager
Director of Building & Grounds
Director of Special Education
Director of Technology

Level 8 - Accountant I

Level 9 - Accountant II

Level 10 - Accountant III

Level 11 - Business Office Coordinator

GROUP D: Supplemental

The Secretary to Elementary Principal classification shall be increased ten cents (\$.10) per hour above the pay scale agreed to for other Secretary I positions.

Computer/Word Processing System - Effective July 1, 1989, a Three Hundred Dollar (\$300.00) annual stipend will be paid to those Group D Employees whose work involves the use of a computer/word processing system (system unit, display screen, keyboard and printer) as a necessary part of his/her positions on a regular basis. This stipend shall be paid no later than June 30th of each year.

The computer/word processing system annual stipend provision shall not apply for new clerical and secretarial hires after July 1, 1995 or for new instructional assistants whose job description requires said skills.

Tests - Clintondale Schools will schedule typing and shorthand tests (or equivalent to) once every other month. Tests shall begin no later than ninety (90) days from ratification of both parties. The time of the test will depend on the availability of a Certified Instructor. Interested Employees should notify the Assistant Superintendent's office in writing on or before the first of any month. Employees tested during working hours will not suffer any loss of pay. Successful test results will be placed in the Employee's personnel file.

In Lieu of Testing - Successful completion of a class in typing or shorthand from Clintondale Schools or Macomb Community College **or equivalent** as evidenced by an official certificate or transcript (which notes the "letter" grade), and test results from the instructor, certifying the skill levels shall fulfill qualification requirements in lieu of testing by the Assistant Superintendent's office of Clintondale Schools.

52-Week Scheduling - If any "less than 52 week Employee in Group D only" is requested by the School District to work a 52-week schedule during any one year:

1. A minimum of one (1) month advance notice will be given to the Employee.
2. The Employee will earn all benefits commensurate with the 52 week positions outlined in the Master Agreement.

If this practice continues for a third year, the Employee will be deemed a permanent 52 week Employee.

Group E: Library Technical Assistants
Certified
Non-Certified

Group F: Print Shop Clerk

Group G: Safety
Crossing Guards
Security Guards
Hall Monitors
Bus Aides

Group H: Instructional Assistants
Specialized Instructional Assistant

Instructional Assistants Supplemental:

1. A Three Hundred Dollar (\$300.00) annual stipend will be paid for those Instructional Assistants whose work involves the use of a computer/word processing system (systems unit, display screens, keyboard and printer), as a necessary part of his/her position provided that such Employees take and pass a test directed by the Assistant Superintendent's office, which will demonstrate that the Employee knows and can use basic computing skills and has a working knowledge of the basic programs his/her will be expected to use in this job classification.

2. Recognition for Skill Development:

Certificates and/or Recognition of in-service training conferences shall be placed in each Employee's personnel file. Continuing Education Units (approved by the State Board of Education) will be awarded. In addition, each conference that is Management approved will carry the equivalent of one (1) Continuing Education Unit. All C.E.U.s will be recorded in the Employee's personnel file. When the accumulated number of C.E.U.s reaches seven (7), the Employee shall receive an annual One Hundred Dollar (\$100.00) stipend, payable each year on the last pay in June. The annual stipend will not exceed Two Hundred Dollars (\$200.00) in any one year.

a. Administrative initiated training will be offered to those Employees who are working in conjunction with the subject matter of the training. The Employees shall provide a report to the Superintendent/designee. Lost wages and costs shall be reimbursed.

b. Employee initiated training will be allowed providing prior Management

approval is granted. These training sessions shall be limited to two (2) annually per Employee. The Employee shall provide a report to the Superintendent/designee. Lost wages and costs shall be reimbursed.

- c. Employees shall have the option of attending unapproved training sessions without reimbursement for wages or costs. In this instance, only C.E.U.s approved by the State Board of Education will be awarded and recorded in the Employee's personnel file; the Employee shall provide a report to the Superintendent/designee.

APPENDIX A

PREAMBLE

- A. All new Employees and transferees, a graduated wage scale in every department (except the crossing guards) consisting of a probation level and five (5) steps is hereby created. Said scale shall range from a probation pay level to a Step 5 pay level for each group classification. After the ninety (90) work day probation period, progression from Step 1 to Step 5 shall be made one step. Increment date will be July 1 of each year.

New hires up to December 31 will have the following July 1 as an increment date.

New hires after December 31 will have July 1 of the following year as an increment date. Each Step is an incremental increase in the base wage as reflected in Appendix A.

NOTE: The above formula shall also be used for vacation, longevity and sick hours.

- B. At Management discretion, after conferring with Union, Management may bring in an Employee above a Step 1 level based on experience and qualification.
- C. Any Employee who shall demote shall be placed in the step of the new group classification that provides the least reduction in wages. Employees who laterally transfer shall be placed in the same step of the wage schedule as set forth in Appendix A. Employees who promote shall be placed in the step of the new group classification, which provides the next level of wage increase.

WAGES

Salary Increase: It is agreed that base salary of all bargaining unit members shall be increased as follows:

Effective July 1, 2006 – .5%

Effective July 1, 2007 – 1.5%

An administrative wage increase will not exceed 2% for said year.

Effective July 1, 2008 – Wage increase will be equal to that of administrators for said year. In the event of economic need for reduction or concessions, same will be renegotiated.

GROUP A: Custodian and Maintenance Employees

1. Regular Part-Time (SEE WAGE SCALE #2 BELOW)

Regular part-time Employees shall be defined to mean those Employees who work less than eight (8) hours per day on a regular basis fifty-two (52) weeks per year. Such Employees who work thirty (30) or more hours per week shall receive the fringe benefits paid to regular full-time custodians. Those regular part-time Employees who work less than thirty (30) hours per week shall receive fringe benefits on a pro-rata basis. Fringe benefits paid in accordance with this provision shall not be retroactive.

	2006/2007	2007/2008	SHIFT PREMIUM	
			2 nd	3 rd
2. Custodians				
90 Days	13.41	13.61	.21	.31
1 year	13.78	13.99	.21	.32
2 years	14.83	15.05	.23	.34
3 years	16.58	16.83	.25	.38
4 years	18.37	18.65	.28	.42
5 years	19.64	19.93	.30	.45
3. Painter - Groundskeeper				
90 Days	17.87	18.14	.21	.31
1 year	18.57	18.85	.21	.31
2 years	19.28	19.57	.23	.34
3 years	19.95	20.25	.25	.38
4 years	20.67	20.98	.28	.42
5 years	21.29	21.61	.30	.45
4. Maintenance Apprentice				
90 days	12.54	12.73	.29	.44
1 year	14.12	14.33	.30	.45
2 years	15.18	15.41	.31	.47
3 years	15.99	16.23	.32	.49
4 years	17.78	18.05	.34	.50

Entry level after 90 days will commensurate with seniority.

	2006/2007	2007/2008	SHIFT PREMIUM	
			2 nd	3 rd
5. Maintenance (Level 1), Transportation Coordinator				
90 Days	19.05	19.34	.29	.44
1 year	19.76	20.06	.30	.45
2 years	20.47	20.78	.31	.47
3 years	21.17	21.49	.32	.49
4 years	21.88	22.21	.34	.50
5 years	22.50	22.84	.35	.52
Maintenance (Level 2)				
90 Days	NA	NA	.29	.44
1 year	21.20	21.52	.30	.45
2 years	21.91	22.24	.31	.47
3 years	22.59	22.93	.32	.49
4 years	23.32	23.67	.33	.50
5 years	23.92	24.28	.34	.52
Maintenance (Level 3) Bus Mechanic-Foreman				
90 Days	NA	NA	.40	.60
1 year	22.39	22.73	.42	.63
2 years	23.10	23.45	.43	.65
3 years	23.78	24.14	.45	.67
4 years	24.50	24.87	.46	.69
5 years	25.10	25.48	.47	.71

6. Supplemental Pay

Seasonal Help

16 cents per hour over custodial rate for all hours worked.

Pool Attendant shall receive

15 cents per hour over custodial schedule per year.

Certified Pool Operator shall receive an additional 15 cents per hour over Pool Attendant rate.

State Certified Commercial Pesticide Applicators shall receive

15 cents per hour over custodial rate.

Warehouse custodian shall receive

16 cents per hour over custodial rate

Seasonal Outside Tractor shall receive

16 cents per hour over custodial rate

Custodian Truck Driver shall receive

16 cents per hour over custodial rate.

		2006/2007	2007/2008	SHIFT PREMIUM	
				2 nd	3 rd
GROUP B:	Cafeteria Employees				
1.	Helper				
	90 Days	8.82	8.95	.14	.20
	1 year	9.18	9.32	.14	.21
	2 years	10.00	10.15	.15	.23
	3 years	10.25	10.40	.16	.24
	4 years	10.96	11.12	.17	.25
	5 years	11.95	12.13	.18	.28
2.	Hostess				
	90 Days	9.89	10.04	.15	.23
	1 year	10.19	10.34	.16	.23
	2 years	10.60	10.76	.17	.25
	3 years	11.00	11.17	.17	.25
	4 years	11.59	11.76	.18	.27
	5 years	12.54	12.73	.19	.29
3.	Second Cook - Second Baker				
	90 Days	10.24	10.39	.16	.24
	1 year	10.50	10.66	.16	.24
	2 years	11.26	11.43	.17	.26
	3 years	11.60	11.77	.18	.27
	4 years	12.20	12.38	.19	.28
	5 years	13.31	13.51	.20	.31
4.	Head Cook - Head Baker				
	90 Days	11.99	12.17	.18	.28
	1 year	12.84	13.03	.20	.30
	2 years	13.01	13.21	.20	.30
	3 years	13.41	13.61	.21	.31
	4 years	14.00	14.21	.22	.32
	5 years	15.02	15.25	.23	.35
5.	Supplemental Pay				
	Special Events Coordinator - Additional \$3.50 per hour				

	2006/2007	2007/2008	SHIFT PREMIUM	
			2 nd	3 rd
GROUP C: Transportation				
Transportation Dispatcher				
90 Days	18.37	18.65	.28	.42
1 year	18.84	19.12	.28	.43
2 years	19.36	19.65	.30	.44
3 years	19.83	20.13	.30	.46
4 years	20.03	20.33	.31	.47
5 years	20.83	21.14	.32	.48
Bus Drivers				
90 Days	15.75	15.99	.24	.36
1 year	16.25	16.49	.25	.37
2 years	16.70	16.95	.26	.38
3 years	17.23	17.49	.26	.40
4 years	17.70	17.97	.27	.41
5 years	18.23	18.50	.28	.42
GROUP D: Secretarial & Clerical Employees				
Elementary Office Assistants				
90 Days	8.06	8.18	.16	.24
1 year	8.46	8.59	.17	.25
2 years	8.78	8.91	.18	.27
3 years	9.11	8.25	.20	.29
4 years	9.41	9.55	.21	.32
5 years	9.72	9.87	.24	.36
General Office Clerks				
Switchboard Clerk				
Imaging Clerk				
90 Days	10.24	10.39	.16	.24
1 year	11.00	11.17	.17	.25
2 years	11.86	12.04	.18	.27
3 years	12.82	13.01	.20	.29
4 years	14.03	14.24	.21	.32
5 years	15.77	16.01	.24	.36

	2006/2007	2007/2008	SHIFT PREMIUM	
			2 nd	3 rd
Substitute Assignment/Switchboard Operator/Mktg.Clerk				
90 Days	11.64	11.81	.18	.27
1 year	12.42	12.61	.19	.29
2 years	13.21	13.41	.20	.30
3 years	14.27	14.48	.22	.33
4 years	15.95	16.19	.24	.36
5 years	18.91	19.19	.29	.44

Imaging Specialist

90 Days	16.23	16.47	.18	.27
1 year	17.35	17.61	.19	.29
2 years	17.56	17.82	.20	.30
3 years	18.27	18.54	.22	.33
4 years	18.70	18.98	.25	.37
5 years	19.39	19.68	.30	.45

Secretary I

Elementary Principals

Middle School Counselors

High School Counselors

Assistant Principals

Directors

High School Attendance/Child Accounting

90 Days	11.64	11.81	.18	.27
1 year	12.42	12.61	.19	.29
2 years	13.21	13.41	.20	.30
3 years	14.46	14.68	.22	.33
4 years	16.17	16.41	.25	.37
5 years	19.62	19.91	.30	.45

Elementary secretaries receive .10 additional pay per hour.

Secretary II

High School Principal

Middle School Principal

90 Days	12.69	12.88	.20	.29
1 year	13.41	13.61	.22	.31
2 years	14.03	14.24	.22	.32
3 years	15.51	15.74	.24	.36
4 years	17.73	18.00	.27	.41
5 years	20.32	20.62	.31	.47

	2006/2007	2007/2008	SHIFT PREMIUM	
			2 nd	3 rd
Secretary III				
Business Manager				
Director of Building & Grounds				
Director of Special Services				
Director of Technology				
90 Days	18.37	18.65	.28	.42
1 year	19.05	19.34	.29	.44
2 years	19.73	20.03	.30	.45
3 years	20.38	20.69	.31	.47
4 years	21.05	21.37	.32	.49
5 years	21.72	22.05	.33	.50
Accountant I				
90 Days	12.69	12.88	.19	.29
1 year	13.41	13.61	.21	.31
2 years	14.03	14.24	.21	.32
3 years	15.51	15.74	.24	.36
4 years	17.73	18.00	.27	.41
5 years	20.32	20.62	.31	.47
Accountant II				
90 Days	14.47	14.69	.22	.33
1 year	15.05	15.28	.23	.35
2 years	15.51	15.74	.24	.36
3 years	17.04	17.30	.26	.39
4 years	18.54	18.82	.28	.43
5 years	23.29	23.64	.36	.54
Accountant III				
90 Days	15.54	15.77	.24	.36
1 year	15.93	16.17	.24	.37
2 years	16.40	16.65	.25	.38
3 years	17.91	18.18	.27	.41
4 years	19.42	19.71	.30	.45
5 years	24.14	24.50	.37	.55
Business Office Coordinator				
	31.16	31.63	.48	.72

	2006/2007	2007/2008	SHIFT PREMIUM	
			2 nd	3 rd
GROUP E: Library Technical Assistants				
90 Days	12.69	12.88	.19	.29
1 year	13.41	13.61	.20	.31
2 years	14.03	14.24	.21	.32
3 years	15.51	15.74	.24	.36
4 years	17.73	18.00	.27	.41
5 Years	20.32	20.62	.31	.47

Non Certified Library Technical Assistants

90 Days	10.24	10.39	.16	.16
1 year	11.00	11.17	.17	.25
2 years	11.86	12.04	.18	.27
3 years	12.82	13.01	.20	.29
4 years	14.03	14.24	.21	.32
5 Years	15.77	16.01	.24	.36

To be classified as a Certified Library Technical Assistant, one must have completed a formal post high school Library Technical Program holding either a one-year program certificate or a two-year degree in Library Technology. Additionally, said person must have minimum typing/computer competence necessary for the normal demands of the job.

GROUP F: Print Shop Clerk				
	19.27	19.56	.30	.44

GROUP G: Safety Crossing Guards				
	13.83	14.04	.21	.32

Security Guards

90 Days	13.36	13.56	.20	.31
1 year	13.63	13.83	.21	.31
2 years	13.91	14.12	.21	.32
3 years	14.21	14.42	.22	.33
4 years	14.48	14.70	.22	.33
5 Years	14.77	14.99	.23	.34

Bus Aides

	8.16	8.28	.16	.23
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*Supplemental - \$2.00 over hourly rate, per job description.

	2006/2007	2007/2008	SHIFT PREMIUM	
			2 nd	3 rd
Hall Monitor				
90 Days	9.73	9.88	.15	.22
1 year	10.00	10.15		
2 years	10.42	10.58		
3 years	10.84	11.00		
4 years	11.28	11.45		
5 Years	11.73	11.91		
GROUP H: Instructional Assistants				
90 Days	11.15	11.32	.17	.26
1 year	12.14	12.32	.19	.28
2 years	13.31	13.51	.20	.31
3 years	15.08	15.31	.23	.35
4 years	15.29	15.52	.23	.35
5 Years	15.55	15.78	.24	.36
Specialized Instructional Assistant				
90 Days	11.65	11.82	.17	.26
1 year	12.64	12.83	.19	.28
2 years	13.81	14.02	.20	.31
3 years	15.58	15.81	.23	.35
4 years	15.79	16.03	.23	.35
5 Years	16.05	16.29	.24	.36

BOARD PAID RETIREMENT

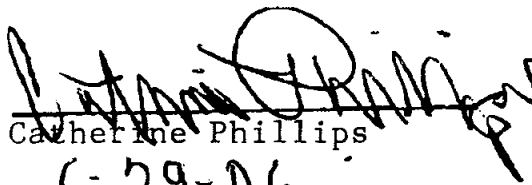
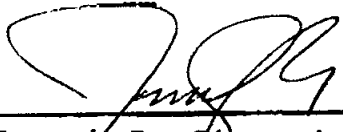
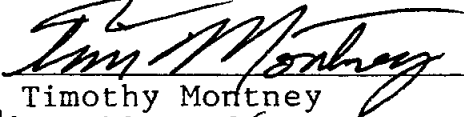
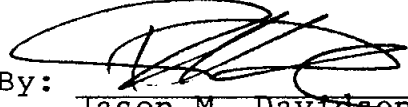
The Board shall pay the Employee's state retirement contribution to the State School Employees' Fund in the amount of five (5%) percent of the Employee's wages as determined from the above schedule.

**ARTICLE 38
TERMINATION AND MODIFICATION**

This agreement shall commence July 1, 2006, and shall continue in full force and effect until June 30, 2009, when it shall terminate. If either party desires to renegotiate this Agreement, he/she shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to June 30, 2009. In the event the parties to this Agreement have not reached a new Agreement by July 1, 2009, this Agreement shall thereafter be extended unless either party notifies the other party in writing that the Agreement is terminated ten (10) days prior to the desired termination date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by his/her duly authorized representatives on the day and year first above written.

The Master Agreement between AFSCME Local 1630 and Clintondale Board of Education will be extended through June 30, 2009, as amended by those changes agreed to during expedited bargaining.

By:  Catherine Phillips	By:  Joseph P. Giaramitaro
Dated: <u>6-29-06</u>	Dated: <u>6-29-06</u>
By:  Timothy Mortney	By:  Jason M. Davidson
Dated: <u>7-10-06</u>	Dated: <u>7-10-06</u>

Ratified by the Board of Education of the Clintondale Community School District on July 10, 2006.

Ratified by the International Union of American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25 and Local 1630, on June 19, 2006.

1993/96 LETTER OF UNDERSTANDING

In settlement of Grievance Number 16-92 and negotiation of the 1993/1996 Collective Bargaining Agreement, Management and Union agree that Management shall be entitled to an additional confidential secretarial/clerk position to the Deputy Superintendent.

Based upon same, Union will withdraw its grievance and any M.E.R.C. petition that may be pending to the additional confidential position of secretary/clerk to Deputy Superintendent.

Joan Walmsley, President

Vincent J. Gudobba, Chairperson

PRICE DRIVE AGREEMENT

Clintondale Schools and Local 1630 do hereby agree to eliminate one secretarial position (52 week) and one full time secretary (52 week) and one part time position (45 week/4 hours) from Price Drive to another location, which will be determined at a later date. It is agreed there will be no layoffs as a result of this specific agreement and said Union Employees will have bumping rights according to the Master Agreement.

This Agreement will take effect July 1, 1997 and may be reviewed annually prior to July 1 of each year. If either side determines conditions have changed which no longer support the purpose and intent of this Agreement, his/her can request that the above original positions be reinstated.

In the event conditions have changed from those conditions giving rise to this Agreement, Local 1630 will not be precluded from using his/her grievance rights under the Master Agreement.

Clintondale Community Schools 0042
SUPPORT STAFF MESSA PAK Benefit Summary Description

Eligibility Rule: 042

Effective Date 09/01/2006

For employees electing MESSA health insurance:

Health:	Messa Choices PPO, 0 deductible, RX \$10/20	
	Includes \$5,000 Basic Term Life	
Negotiated LTD:	66 2/3% Max. Monthly Salary \$4,500.00	5% Minimum Payout
	\$3,000 Maximum Monthly Income	Survivor Income Benefit – NO
	60 Calendar days modified fill	Pre-Existing Condition Waiver – YES
	Alcohol/Drug – Same as any other illness	COLA-NO
	Mental/Nervous – Same as any other illness	Education Supplement Program – NO
	Family Social Security Offset	
	2-year Own Occupation	Freeze on Offsets – NO
Negotiated Life:	\$30,000	\$30,000 AD&D
Vision:	VSP-2	Plan year is July to July
Delta Dental: Macomb	80/80/80/80/: \$1500; \$1,500 Class I, II, III, IV Max. Cleanings 2	Without coordination of benefits Plan year is July to July
	50/50/50/50: \$1,000; \$1,000 Class I, II, III, IV Max. Cleanings 2	With coordination of benefits Plan year is July to July

For employees not electing MESSA health insurance:

Health:	0 None	
Negotiated LTD:	66 2/3% Max. Monthly Salary \$4,500.00	5% Minimum Payout
	\$3,000 Maximum Monthly Income	Survivor Income Benefit – NO
	60 Calendar days modified fill	Pre-Existing Condition Waiver – YES
	Alcohol/Drug – Same as any other illness	COLA-NO
	Mental/Nervous – Same as any other illness	Education Supplement Program – NO
	Family Social Security Offset	
	2-year Own Occupation	Freeze on Offsets – NO
Negotiated Life:	\$45,000 \$10,000/\$5,000 Dependent Life	\$45,000 AD&D
Vision:	VSP-3	Plan year is July to July
Delta Dental: Macomb	100/90/90/90/: \$1500; \$1,500 Class I, II, III, IV Max. Cleanings 2	Without coordination of benefits Plan year is July to July
	50/50/50/50: \$1,000; \$1,000 Class I, II, III, IV Max. Cleanings 2	With coordination of benefits Plan year is July to July

MESSA, 1475 Kendale Blvd. East Lansing, MI 48826 1.800.292.4910
 Field Representative: Ron Stablein