

A
F
S
C
M
E

AGREEMENT

With

The Board of Education
Warren Woods Public Schools

L
O
C
A
L

2006 - 2008

1
6
7
5

50240

06 30 2008

AFSCME

CFTX

AGREEMENT

With

**AFSCME
LOCAL 1675**

AND

The Board of Education
Warren Woods Public Schools

2006 - 2008

TABLE OF CONTENTS

<u>5.1</u>	<u>Recognition</u>	
5.1.1	Preface	1
5.1.2	Purpose	1
5.1.3	Employees Covered.....	1
5.1.4	Aid to Other Unions.....	1
<u>5.2</u>	<u>Rights</u>	
5.2.1	Discrimination	2
5.2.2	Management Rights.....	2
5.2.3	No Strike Provision	2
5.2.4	Special Conference.....	3
5.2.5	Supplemental Agreements.....	3
5.2.6	Rates for New Jobs &/or Classifications	3
5.2.7	Contract Savings Clause	3
5.2.8	Termination.....	4
5.2.9	Union Security and Dues Check-Off	4
5.2.10	Union Bulletin Boards	5
5.2.11	Stewards and Alternate Stewards.....	5
<u>5.3</u>	<u>Grievance Procedure</u>	
5.3.1	Grievance Procedure	6
	Definition.....	6
	Time Limits	6
	Grievance Chain	6
5.3.2	Computation of Back Wages	7
<u>5.4</u>	<u>Classifications</u>	8
<u>5.5</u>	<u>Seniority</u>	
5.5.1	Probationary Employees.....	8
5.5.2	Seniority Lists.....	9
5.5.3	Loss of Seniority	10
5.5.4	Seniority of Stewards & Union Officers.....	10
<u>5.6</u>	<u>Transfer & Promotion</u>	
5.6.1	Posted Vacancies	10
5.6.2	Bids.....	11
5.6.3	Trial Period.....	11
5.6.4	Evaluation	12
5.6.5	Miscellaneous	12
5.6.6	Temporary Vacancies	12
5.6.7	Coverage for Absences	13

TABLE OF CONTENTS

<u>5.7</u>	<u>Severance, Layoff, Recall</u>	
5.7.1	Discharge or Suspension	13
5.7.2	Resignation	14
5.7.3	Layoff	14
5.7.4	Recall	15
<u>5.8</u>	<u>Working hours</u>	
5.8.1	Definition of Shift.....	15
5.8.2	Starting Time.....	15
5.8.3	Hours Per Day	16
5.8.4	Hours Per Week	16
5.8.5	Break Periods	16
5.8.6	Overtime	16
5.8.7	Equalization of Overtime Hours	17
5.8.8	Holidays	19
5.8.9	Bus Run Selection	20
<u>5.9</u>	<u>Leaves</u>	
5.9.1	Sick Days	20
5.9.2	Leave of Absence – Employee Illness	21
5.9.3	Personal Days.....	21
5.9.4	Funeral Leave	21
5.9.5	Jury Duty.....	21
5.9.6	Leave of Absence, Non-Compensable	22
5.9.7	Leave for Union Business	22
<u>5.10</u>	<u>Vacation</u>	
5.10.1	Twelve Month Employees	23
5.10.2	Less Than 12-Month Employees	23
5.10.3	Service to Qualify	24
5.10.4	Timing of Vacations	24
5.10.5	Holidays & Vacation.....	24
5.10.6	Illness & Vacation	24
5.10.7	Pay During Vacation	24
5.10.8	Vacation Pay if Employment Ceases.....	24
5.10.9	Vacation Pay Rate	25
<u>5.11</u>	<u>Veterans</u>	25

TABLE OF CONTENTS

5.12	<u>Miscellaneous Provision</u>	
5.12.1	Uniform & Coverall Allowances.....	25
5.12.2	Physical Examination.....	26
5.12.3	Chauffeur License.....	26
5.12.4	Required Classes.....	26
5.12.5	Mileage Allowance.....	26
5.12.6	Summer Help.....	26
5.12.7	Adult Bus Supervision.....	27
5.12.8	Paydays.....	27
5.13	<u>Insurance</u>	
5.13.1	Hospitalization.....	27
5.13.2	Worker's Compensation - On the Job Injury.....	28
5.13.3	Life Insurance.....	29
5.13.4	Long Term Disability.....	29
5.13.5	Optical Insurance.....	29
5.13.6	Dental Insurance.....	30
5.13.7	Insurance Liability.....	30
5.14	<u>Remuneration</u>	
5.14.1	Wages	
	July 1, 2006 - June 30, 2007 (Sem 1).....	31
	July 1, 2006 - June 30, 2007 (Sem 2).....	32
	July 1, 2007 - June 30, 2008 (Sem 1).....	33
	July 1, 2007 - June 30, 2008 (Sem 2).....	34
5.14.2	Longevity - Effective July 1, 1989.....	35
5.14.3	Asbestos Removal.....	35
5.14.4	Retirement Pay.....	35
	State Fund.....	35
	Retirement Settlement.....	36
5.14.5	Damages - Personal Property.....	36
5.15	<u>Effective Date</u>	37
	 <u>Letter of Understanding</u> (Absence Policy).....	38
	 <u>Index</u>	39

5.1 Recognition

5.1.1 Preface

This Agreement is entered into on this 1st day of July, 2006 between the Board of Education of the Warren Woods Public Schools (hereinafter referred to as the "Board") and the Union of the American Federation of State, County, and Municipal Employees, and Council 25 and its affiliate Local 1675 (hereinafter referred to as the "Union").

(Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

5.1.2 Purpose

- A. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board and the Employees.
- B. The parties recognize that the interest of the Board and the job security of the employees depend upon a mutual concern to maintain a proper service to the community.
- C. To these ends the Board and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

5.1.3 Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all non-professional employees of the Board except office clerical, special education paraprofessionals, computer lab aides, and supervisors.

5.1.4 Aid to Other Unions

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

5.2 Rights

5.2.1 Discrimination

- A. Both parties agree that there shall be no discrimination against any employee by reason of race, color, creed, sex, age, or national origin.
- B. Both parties agree that there shall be no discrimination against any member of the bargaining unit by reason of membership in the Union.
- C. Throughout this Agreement, the construction of sentences will be reviewed with an effort to use neutral words rather than words which designate sex. When this can't be avoided this example will be used: s/he or his/her.

5.2.2 Management Rights

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 constitutions of the State of Michigan and the United States; shall adopt policies, rules, regulations and practices in furtherance thereof; and shall use judgment and discretion in connection therewith: All limited only by the specific and expressed terms of this contract and then only to the extent such specific and expressed terms hereof are in conformance with the constitutions and laws of the State of Michigan and the United States.

5.2.3 No Strike Provision

- A. During the term of this contract, and in negotiations for the renewal of this Agreement, the Board shall not become engaged in any lockout practices against members of the Union.
- B. During the term of this contract, and in negotiations for the renewal of this Agreement the Union shall not authorize, cause, engage in, or sanction any strike, picketing, or refusal to perform the duties of employment by a member or members of the Union; and no member shall cause or participate in a strike, picketing or refusal to perform the duties of employment.
- C. In the event of any violation of this paragraph, the Union will exert every reasonable effort to cause the employee(s) to promptly cease such action.
- D. The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this article.

Prior to taking such action, the Board shall notify the President of its intentions, and may also consult with the Union in connection therewith.

5.2.4 Special Conference

- A. Special conferences will be arranged between the Local 1675 President, or the designated representative, and the Superintendent or the designated representative, upon the request of either party. Special conferences shall have at least two (2) representatives each for the Board and for the Union.
- B. Arrangements for such special conferences shall be made in advance, setting the meeting at a time and place which is mutually acceptable. An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at the special conference shall be confined to those included in the agenda.
- C. Two members of the Union shall be allowed up to one (1) hour each, during their working hours, for time spent in a special conference, unless in the judgment of the administration additional time can be allowed without penalty. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- D. The Union representative may meet upon written request at a place designated by the employer on the employer's property for at least one-half (1/2) hour immediately preceding the conference, with the representatives of the employer.

5.2.5 Supplemental Agreements

All proposed supplemental agreements shall be subject to good faith negotiations between the Board and the Union. Any supplemental agreements shall be approved or rejected by the respective parties within thirty (30) days of the conclusion of negotiations.

5.2.6 Rates for New Jobs and/or Classifications

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. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

5.2.7 Contract Savings Clause

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequent enacted legislation, or by any decree of a Court of competent jurisdiction, such part or portion of this Agreement which is invalidated as aforesaid shall be subject to immediate negotiation.

5.2.8 Termination

- A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2009.
- B. If either party desires to terminate or amend this Agreement, they shall, sixty (60) days prior to the termination date, give written notice of termination or notice of amendment. Notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. If neither party shall give notice of termination or notice of amendment, or if each party giving such notice, withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination, or notice of amendment by either party upon sixty (60) day written notice prior to July 1 of each year.
- C. Notice of Termination. Notice shall be in writing and shall be sent by certified mail to the Union, to the President, and to the Employer, addressed to 12900 Frazho, Warren, Michigan, or to any such address as the Union or the Employer may make to each other.

5.2.9 Union Security and Dues Check-Off

- A. Each employee covered under this Agreement has a choice of being or becoming a member in good standing of the Union, or contributing to the Union a service charge on a monthly basis equal to the monthly dues of the Union. Employees who fail to comply with one of these alternatives shall be discharged by the employer.
- B. Employees who are members of the Union at the effective date of this contract, shall, as a condition of employment, remain a member for the duration of this contract
- C. Employees who are not members of the Union at the effective date of this contract shall, as a condition of employment join the Union within thirty (30) days or at the end of their probationary period whichever is later, or begin paying the service charge at that time.
- D. Newly hired or rehired employees, shall as a condition of employment, join the Union at the end of their probationary period, or begin paying the service charge at that time.
- E. Employees shall be deemed to be in good standing if their dues or service charge payments are not more than sixty (60) days in arrears.
- F. Employees may tender the monthly membership dues or service charge by using payroll check-off. The Board agrees to deduct dues or service charge levied in accordance with the Constitution and By Laws of the Union from the pay of each employee who executes the Warren Woods Public School payroll information and deduction form requesting such deduction. The employer agrees to deduct AFSCME/PEOPLE contributions for those individual employees who have signed an authorization card (supplied by the Union) agreeing to this contribution.

5.2.9 Union Security and Dues Check-Off - Cont'd

- G. The deductions shall commence on the first pay of the month after the employee signs the Warren Woods Public Schools payroll information form and the Union enrollment card. The deduction shall continue from the first pay of every month thereafter.
- H. Deductions for any calendar month shall be remitted to the designated financial officer of Local 1675 along with a list of names from whom dues have been deducted. This list shall be submitted no later than two (2) weeks after the first of the month or one (1) week after that first pay.
- I. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the International Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

5.2.10 Union Bulletin Boards

The employer will provide a bulletin board in each building which may be used by the Union for posting notices pertaining to the administration of the Union.

A copy of notices will be forwarded to the employer.

5.2.11 Stewards and Alternate Stewards

- A. In each Division, employees in the Division shall be represented by one steward on each shift who shall be a regular employee working in that Division. For the purpose of representation the classifications within each division are listed in Article 5.4 of this agreement.

Divisions are:

- Maintenance
- Custodial
- Food Service
- Transportation

- B. The steward or officer of the Union may investigate grievances and present grievances to the appropriate Administrator for up to one (1) hour per day without loss of time or pay. At the Superintendent's level of a grievance, the grievant may be represented by the steward who handled the complaint, by the chief steward, by the local president, by a council representative, and/or by an international representative.
- C. The time taken for this function must not impair the efficiency of the District. The steward shall either sign out and sign in (if assigned to a building) or follow the approved notification procedure as determined by the supervisor while serving in the function as Union grievance investigator and additional time may be granted by the immediate supervisor.

5.3.1 Grievance Procedure

Definition

A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

Time Limits

- A. The time limits specified shall be strictly adhered to and may be extended only by mutual consent of the parties, in writing.
- B. In the event that the Union fails to appeal the grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer.
- C. In the event that the Board shall fail to supply the Union with its answer at a particular step, within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's time limit for answering.
- D. All specified time limits herein shall consist only of school or work days.
- E. Any bargaining unit employee having a complaint may process the grievance in the following manner:

Grievance Chain

- A. Each grievance shall have to be initiated within seven (7) days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within seven (7) days after the Union or the aggrieved becomes aware of the cause for complaint. Settlement of grievances initiated more than seven (7) days after the concurrence due to unawareness shall not be retroactive to any date prior to the date of filing.
- B. The aggrieved employee shall have the right to demand representation by a steward. The grievant shall contact a steward who will be available no later than the next day following that in which representation is requested. Upon the steward's arrival at the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the steward. If the steward determines that there is proper cause for complaint, then a meeting to discuss the problem shall take place between the grievant and the Building Administrator or Maintenance Director and Supervisor. The grievant may request that the steward attend the meeting.
- C. In the event that the Union is dissatisfied with the result of the Building Administrator or Maintenance Director and Supervisor's response, the Union shall have the right to submit a written grievance about the problem to the Assistant Superintendent or designee within seven (7) days after the meeting.

Grievance Chain - Cont'd

- D. The Assistant Superintendent or designee shall thereupon have seven (7) days to respond to the grievance in writing setting forth a position about the grievance and shall send a copy to the steward.
- E. If the grievance is not resolved through Union acceptance of the Assistant Superintendent or designee's answer, the Union shall have the right to appeal the decision to the Superintendent within seven (7) days after receipt of the Assistant Superintendent or designee's written position on the issue.
- F. A meeting on the subject shall then take place within ten (10) days after receipt by the Superintendent of the Union's appeal notice. At this step 2 meeting, the Union may be represented by the steward who handled the complaint, the chief steward, the local president, a council representative and an international representative; the Board may be represented by the Superintendent, his representative, the supervisor and other Board representatives.
- G. The Superintendent or his representative shall render a written decision on the dispute to the Union within seven (7) days after the occurrence of said meeting. If the grievance is not resolved through Union acceptance of the Superintendent's answer, the Union may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association. AAA shall act as administrator of the proceedings. The Union shall submit the grievance to AAA within forty-five (45) work days of receipt of the Superintendent's response.
 - 1. The arbitrator shall have no power or authority to alter, add to or subtract from the terms of this Agreement. Neither the Board nor the Union shall be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
 - 2. Each party will bear the full costs of its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator.

5.3.2 Computation of Back Wages

No claim for back wages shall exceed the amount of wages that the employee would otherwise have earned at the regular rate, unless overtime is involved.

5.4 Classifications

The job of every employee shall be given a classification. Classifications in each division shall be arranged as follows:

- A. Division: Maintenance
 - 1. HVAC
 - 2. Multi-Trade Tech, Bus Mechanic
 - 3. Utility
 - 4. Secondary Building Engineer
 - 5. Maintenance Apprentice

- B. Division: Custodial
 - 1. Elementary Head Custodian
 - 2. Custodian

- C. Division: Food Service
 - 1. Head Cook
 - 2. Satellite Kitchen Cook
 - 3. Elementary Cook
 - 4. Helper

- D. Division: Transportation
 - 1. Driver

5.5 Seniority

5.5.1 Probationary Employees

- A. New employees hired into the unit shall be considered as probationary employees for the first ninety (90) calendar days.

- B. Once an employee has completed the probationary period, s/he shall be entered on the appropriate seniority list and shall be ranked from the first work date. Fringe benefits, except insurances, shall become retroactive to the first work date. There shall be no distinction between ten-month and twelve-month employees except for longevity computation.

- C. There shall be no seniority among probationary employees. Individuals employed in the capacity of a substitute shall not accumulate seniority .

- D. 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 other sections of this Agreement, except discharged and disciplined employees for other than Union activity.

5.5.2 Seniority Lists

- A. Seniority ranking shall be on a Division basis, in accordance with the employee's first work date in each division. Division seniority shall be the amount of time spend in a division.
- B. District seniority shall be used for the purpose of calculating sick days, personal days and longevity.

Divisions within the terms of this Agreement shall be:

- 1. Maintenance
- 2. Custodial
- 3. Food Service
- 4. Transportation

- C. In the event of a tie in seniority, the tie shall be broken by reference to the table of random numbers (below) and the social security numbers of the involved employee. The employee whose number (the last two digits of the social security number) appears first on the table (beginning at the upper left side and moving down the column) shall be deemed to have higher seniority than the other involved employee(s). In the event that the last two (2) numbers of the social security numbers of the involved employees are the same, then the first two (2) numbers of the last four (4) shall be used to determine the seniority.

TABLE OF RANDOM NUMBERS

28	68	00	78	47
92	79	16	51	94
53	08	95	88	87
73	97	64	50	34
62	72	17	21	44
56	24	42	67	60
10	07	20	48	41
74	80	30	63	75
31	33	04	02	52
83	39	06	57	93
32	96	65	27	05
82	81	55	66	99
49	76	54	12	14
98	46	90	36	85
25	70	84	59	19
23	45	01	35	26
22	69	15	43	38
18	13	61	29	37
89	91	09	86	03
71	11	58	77	40

- D. The seniority list on the date of this Agreement will show the name, Division, Classification, district hire date, division seniority date, first work date, and job title of all employees in the unit.
- E. The Employer will keep an up-to-date seniority list and will provide the Union copies at the beginning of each school year. The Local president may request an updated seniority list if changes have been made.

5.5.3 Loss of Seniority

An employee shall lose seniority for the following reasons only:

- A. Resignation.
- B. Termination so long as the termination is not reversed through the grievance procedure.
- C. Except for proper exceptional circumstances when the employee:
 - 1. Fails to return from or apply for/or renew a leave of absence or any other Board approved leave.
 - 2. Fails to return when released by Worker's Compensation.
 - 3. Fails to return when recalled from layoff as set forth in recall procedure.
 - 4. Fails to return from military leave as set forth in the military leave procedure.
 - 5. An employee is absent for five (5) consecutive work days without notifying the School Administration.

5.5.4 Seniority of Stewards & Union Officers

- A. Notwithstanding the Union representative's position on the seniority list, the president, chief steward and stewards, shall in the event of a layoff, be guaranteed a position within the Division first on the basis of seniority and qualifications. If no position is available in the protected Union representative Division, the protected Union representative shall be allowed to bump into any lower Division or classification, if qualified. The protected Union representative shall be guaranteed a bargaining unit position based on the officer's seniority.
- B. In the event the classification of a protected Union representative is eliminated, the Union representative has bumping rights into any lower classification or into a higher classification if the Union representative has previously held a position in a higher classification for one (1) year or more and has performed satisfactorily, the Union representative may bump any less senior person in that classification.
- C. Union representatives shall be recalled to work in the event of a layoff on the first open jobs in their Division. The names of the members of the Union who are serving in the above capacities will be submitted to the employer.

5.6 Transfer and Promotion

5.6.1 Posted Vacancies

- A. All vacancies not considered as temporary as listed in (Temporary Vacancies) will be posted for a period of five (5) working days, during which time all employees may bid for the vacancy in writing to the maintenance office, pursuant to Article 5.6.6 Temporary Vacancies.
- B. Upon the closing date of the posting, a copy of the bid sign-sheet will be sent to the Union president the following day. The Board agrees to fill any such posted vacancy within ten (10) work days of the termination date of the posting.

5.6.1 Posted Vacancies – Cont'd

- C. The posting will be in a conspicuous place in each building and will indicate:
1. Rate of pay
 2. Requirements for the position
 3. When the position will be occupied
 4. Brief description of duties

5.6.2 Bids

- A. Movement within the bargaining unit shall be considered a promotion, lateral move or demotion.

1. PROMOTION – shall be defined as a change in classification or division that includes an increase in the employee's hourly rate of pay. For the purpose of this definition, shift premiums shall not be considered as an increase in the hourly rate.

Promotions shall be awarded on the basis of seniority and qualifications. Qualifications shall be listed for each position on the job description located in Appendix A of this Agreement.

In the event a more senior employee is denied a promotion, reasons for denial shall be given in writing to the employee and the Local president. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

If a promotion is not filled from within the Division, the job shall be made available to qualified employees in other Divisions/Classifications before considering new hires.

2. LATERAL – shall be defined as a change of shift or building location within the same division and classification with no change in the employee's hourly rate. For the purpose of this definition, shift premiums shall not be considered as an increase or decrease in the hourly rate.
3. DEMOTION – shall be defined as movement into a lower classification or division involving a decrease in the employee's hourly rate of pay. For purposes of this definition, shift premiums shall not be considered as a decrease in the hourly rate.

- B. District seniority and qualifications will prevail when there are no applicants within the division.

5.6.3 Trial Period

- A. The promoted employee shall be granted a twenty-five (25) working day trial period to determine:

1. Ability to perform the job.
2. Desire to remain on the job

- B. At the end of the twenty-five (25) working day trial period, the employee shall have the opportunity to revert. If the employee is unsatisfactory in the new position, he may be reverted. Notice and reasons of unsatisfactory work shall be submitted to the employee in writing, by the employer, with one copy to the President. The matter may then become a proper subject for the grievance procedure. If the employee reverts or is reverted, s/he shall revert to the previous position and location .

5.6.3 Trial Period – Cont'd

- C. During the trial period, and after being permanently assigned to the higher classification, the employee shall receive the rate of pay of the job s/he is performing, at the appropriate salary step on the scale.

5.6.4 Evaluation

All employees will be evaluated no more than once a year and at least once every three (3) years. The Maintenance Director will meet and discuss with the employee their evaluation. The written evaluation will be given to the employee and they may choose to write an attachment to clarify any difference of perception in the evaluation.

If an area(s) of serious concern is noted in the evaluation, then a plan of improvement will be written and shared with the employee and the Union. The employee will be given a reasonable time to correct these areas(s).

5.6.5 Miscellaneous

- A. Employees required to work temporarily in a higher classification shall be paid the rate of the higher classification.
- B. Beginning February 12, 2001, bargaining unit members shall accumulate seniority on a division basis. For the purpose of a promotion, lateral or downward move within the district.
- C. The employer agrees that any transfer will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

5.6.6 Temporary Vacancies

- A. Temporary vacancies in excess of thirty (30) consecutive work days but less than one (1) year shall be granted to the senior employee in the building who is employed in the same classification of the vacancy. Any employee occupying a temporary vacancy will revert to his/her previous position and location when displaced by the returning employee.
- B. If the initial temporary vacancy is a promotion, the temporary vacancy shall be posted immediately and filled by the senior qualified employee. All ensuing temporary vacancies considered a promotion shall be posted and filled using the same process as the initial temporary vacancy. Any temporary posting not filled from within shall be offered first to a laid off employee who is qualified.
- C. If the temporary vacancy is not a promotion it shall be filled first with a laid off employee. If no bargaining unit member(s) are on layoff, the vacancy maybe filled with a substitute.
- D. The initial temporary vacancy will be posted as a permanent position after one (1) year. All employees holding temporary positions as a result of a vacancy will revert to their former position when the temporary vacancy is filled permanently.
- E. Transportation vacancies over thirty (30) work days shall be filled by seniority in one reassignment session. Any resulting vacancy for up to sixty (60) work days may be filled by a substitute.
- F. Food Service vacancies will first be filled by regular employees on the basis of seniority and qualifications.

5.6.6 Temporary Vacancies – Cont'd

- G. Any employee who is given a temporary assignment shall meet the qualifications for the position at the time of posting.
- H. Employee(s) in temporary vacancies will receive the employee's rate of pay or the rate of pay for the higher classification whichever is higher for all hours worked.

5.6.7 Coverage for Absences

A. TRANSPORTATION

When school is in session and a regular driver is absent for all or part of their scheduled workday or when additional coverage is needed, the assignment will be covered by a regular driver as long as it does not interfere with coverage of their regular routes as determined by administration. If the run(s) cannot be scheduled for a regular driver, next consideration will be given to the relief driver and then a substitute driver.

Definition of Regular Bus Driver – bus driver with regular assigned run

Definition of Relief Bus Driver – bus driver without a regular assigned run

B. FOOD SERVICE

When a food service employee is absent, the remaining regular employees in that building shall be offered the option (but need not accept) of each stepping up to the vacant positions, leaving the least amount of hours to the substitute. This shall be done by seniority, not rotated. After an employee refuses to substitute three (3) times in a school year, said employee will not be called for the remainder of that year. In the event all resources have been exhausted to assign a person, the Board reserves the right to assign the least senior employee in the affected building to the vacancy.

C. CUSTODIAL

When school is in session and a custodial is absent from a given building, his/her assignment will be filled in the following order: laid-off custodian, substitute, building overtime list, and district-wide overtime list.

If building head is absent, the other Custodian 1 employee in that building will be called to work for him/her in seniority order.

5.7 Severance, Layoff, Recall

5.7.1 Discharge or Suspension

- A. Discharge or suspension of any employee may become a proper subject for the grievance procedure entering the procedure at the Superintendent level.
- B. Reprimands - Any subject matter put in writing which could be construed as detrimental to an employee's future promotion, transfer, present or future employment, shall be distributed, one copy to the employee, one copy to the President and one copy to the employee's personnel file.
- C. The President may consult with the Administrator who wrote the reprimand and may attach to the file copy a written statement made by the employee.
- D. When no reprimand has been added to an employee's file for a period of eighteen (18) months, any reprimand in the file will, upon the request of the employee, be destroyed.

5.7.2 Resignation

Any employee who intends to resign must do so by notifying the Board in writing at least one week prior to the effective date of resignation.

5.7.3 Layoff

Should the Employer determine the need to reduce the work force, it shall occur as follows:

- A. Temporary employees in the affected Divisions shall be laid off first. If further reduction is necessary then probationary employees will be laid off next.
- B. If further reductions are necessary, employees will be laid off by classification in reverse order of seniority (least senior to most senior). Employees who are to be laid off may choose to exercise bumping rights using their seniority and qualification as follows:
 1. Into any classification within their division in which they can meet minimum qualifications and in which the movement is lateral or a demotion.
 2. Employees who are unable to bump anyone within their Division or classification may then bump a less senior employee in another Division or classification which the employee holds the qualifications as outlined in the job description. In no case shall an employee gain in wages or hours through the bumping process.
 3. Employees who are displaced from their work assignment because of a layoff or other Employer actions will be allowed to use their seniority to bump for work assignments or as outlined in #1 and #2 above.
 4. The Board reserves the right to schedule a "bumping" meeting with the Union and all potentially affected employees to complete this bumping process at a single meeting.
- C. Any employee who has bumping rights as set forth above shall have the right to either exercise the bump or to accept the layoff until recalled.
- D. The employees who are displaced after the bumping process has been exhausted shall be laid off. The employee's seniority shall be frozen for up to three (3) years or until recalled to a position within the bargaining unit, which ever comes first.
- E. Employees to be laid off for an indefinite period of time will have at least ten (10) work days notice of layoff except in emergency. The local Union President or their designated representative shall be sent a list of the employees being laid off.
- F. Laid off employees and 10-month employees may sign up in the Maintenance Office for substitute work in their own Division or in other Divisions on the basis of seniority and qualifications. A copy of the signed substitute sheet will be given to the president of the Union.
- G. An employee who has been laid off, and who is called to substitute in his/her own Division, will be paid at his/her base rate plus shift premium. When the employee is called to substitute in other than his/her own division, s/he will be paid at the base rate of the first step of the classification, plus shift premium.

5.7.3 Layoff - Cont'd

- H. A laid off employee who is assigned to a position known to be vacant for at least twenty-five (25) work days shall have optical and dental insurance effective the first of the month following assignment. Hospitalization coverage shall be effective from the first work date of the assignment.
- I. If a laid off employee who is paying for his/her own health insurance under COBRA and substitutes during a given month, the District will pay a pro-rated amount toward the premium based on twenty (20) work days. The amount paid will be based on health insurance premium caps per this agreement. (Example: 6 days - 3/10th's, etc.)

5.7.4 Recall

- A. Employee(s) shall remain on the layoff list and subject to recall for a period of up to three (3) years.
- B. When the work force is increased after a layoff, the reverse order of the layoff procedure shall be followed.
- C. Notice of recall shall be sent to the employee at the last known address by registered or certified mail.
- D. If an employee fails to report for work within ten (10) days from date of receiving notice of recall, s/he shall be considered a quit.

5.8 Working Hours

5.8.1 Definition of Shift

- A. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days. The starting and ending time of each individual's shift shall be established at the beginning of the school year. On days school is not in session, the shift may be altered.
- B. In the event that it becomes necessary to move a position from one shift to another for efficiency and/or economic reasons, then the employee holding that position may elect to accept the new shift or may elect to exercise seniority by bumping into another position in that classification held by any less senior employee.

5.8.2 Starting Time

All employees shall be at their assigned building at their scheduled starting time.

5.8.3 Hours Per Day

The regular full working day shall consist of eight (8) paid hours per day. Included in the regular working day is a duty free unpaid lunch period.

The regular part-time working day shall consist of a fixed number of hours, less than eight (8) hours per day, to be established at the beginning of the school year; but subject to review and possible adjustment at the end of the second month of school and at the end of the first semester.

Head cooks will work a minimum of seven (7) hours per day during the student school year on days school is in session for a full day and are guaranteed a minimum of two (2) hours for any days worked other than full student days.

When food service and transportation employees report for work, they will be paid a minimum of two (2) clock hours.

When a driver is scheduled to commence a field trip within one-half (1/2) hour of the end of her/his regular run, then s/he will remain on the clock.

Drivers shall be paid two (2) hours of his/her wages when a trip is cancelled the day of the trip.

5.8.4 Hours Per Week

A regular schedule week shall not exceed forty (40) hours.

5.8.5 Break Periods

Two fifteen (15) minute breaks may be taken by full-time employees (six or more hours).

Employees who work four or five consecutive hours may take one (1) fifteen minute break. Break times will be established and/or scheduled by the employee's immediate supervisor.

5.8.6 Overtime

- A. Time and one-half or double time will be computed on the employee's hourly rate of pay, plus shift premiums for overtime work and will be paid as follows:
- B. Twelve (12) month employees will be guaranteed a regular shift for days when school is in session. Any hours worked beyond eight (8) hours per day or forty (40) hours per week will be paid at the rate of time and one-half.
- C. All hours worked on a holiday shall be paid at double the hourly rate, plus the holiday pay.
- D. Time and one-half (1-1/2) will be paid for all hours worked on a Saturday.
- E. Double time will be paid for all hours worked on a Sunday.
- F. When a custodian or maintenance employee is called in to work for another employee in the custodial or maintenance division, s/he will be guaranteed a minimum of four (4) clock hours.
- G. When employees are called in on emergencies, they will be paid for a minimum of two (2) clock hours.

5.8.7 Overtime and Equalization of Hours

A. Maintenance/Custodial

1. Overtime shall be paid and shall be chargeable for all hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week. Paid days off (vacation, personal and sick) shall be considered a day worked. Overtime shall be charged as follows:

Hours Worked

Hours shall be paid at time and one-half (1½) the hourly rate and charged at a factor of 1.5.

Hours shall be paid at double time the hourly rate and charged at a factor of 2.0

Hours Refused

Hours offered at time and one-half (1½) shall be charged at a factor of 1.5.

Hours offered at double time shall be charged at a factor of 2.0.

2. All hours of overtime accepted or refused shall be determined by:
 - a. direct verbal communication between the employee and their immediate supervisor if possibleOr
 - b. by phone, one documented attempt to reach the employee at a number supplied by the employee (and updated as needed) to the supervisor.
3. Any employee on leave, personal business, or sick leave that exceeds three (3) days shall be charged for the appropriate overtime as his/her name comes up in proper rotation during the leave, except those employees on vacation shall not be charged for overtime hours during their vacation.
4. Up-to-date lists shall be posted weekly during the first part of each working week. These lists shall commence with zero balance on July 1st, and shall be carried through June 30th of each fiscal year. The order in which the overtime list will begin on July 1st shall be in the same order from low to high hours as of June 30th beginning with the low hour employee at the top of the list and continue in inverse numerical order with the employee with the highest overtime hours being at the bottom of the July 1st list.
5. Non-emergency overtime hours shall be offered and assigned on a continuing rotational basis. Overtime shall be offered to all employees in the building. When the building overtime list is exhausted, the District overtime list shall be used. Overtime shall be divided as equally as possible among employees (Secondary Building Engineer, Head Custodian, Custodian) in their building. If there is an error in rotation, the employee who is skipped will be offered the next available overtime in their building.

Weekend overtime shall be assigned/requested by the end of the day shift on Thursday. Employees shall not be charged for refusing weekend overtime if requested after the day shift on Thursday.

5.8.7 Overtime and Equalization of Hours – Cont'd

6. Emergency maintenance needs performed by the Secondary Building Engineer or all Head Custodians shall be non-chargeable. It is understood that "emergency maintenance needs" only include problems with the boiler, air conditioner/chiller, pool, electrical, plumbing, alarms, and call-ins.
7. While school is in session and a custodian is absent from his/her building, the assignment will be filled in this order: laid-off custodian, substitute, building overtime list, and district-wide overtime list.
8. If a Secondary Building Engineer or Head Custodian is absent, a custodian who is assigned in that building will be called to work for him/her in seniority order.
9. When a custodian, maintenance or utility employee is called in to work for another employee in the custodial, multi-tech trade, utility division, s/he will be guaranteed a minimum of four (4) clock hours.

B. Food Service

1. When a building has more than one cook, the cooks will alternate working and directing on each special meal. Helpers will be called as needed in order of seniority. The head cook/cook will be called whenever an outside group needs the use of the kitchen.
2. Overtime shall be paid for all hours worked in excess of eight (8) hours in a day. Paid days off (vacation, personal and sick) shall be considered a day worked.

Food Service employees shall be paid at time and one-half (1-1/2) of their regular rate for each special banquet or dinner for which they work regardless of the number of hours they work per day or per week.

C. Bus Drivers

1. Weekday overtime shall be chargeable for all hours worked in excess of eight (8) hours in a day. Paid days off (vacation, personal and sick) shall be considered a day worked.
2. Two (2) overtime lists will be kept:
 - a. Weekday (Monday – Friday) list
 - b. Weekend and Holiday list

Monday through Friday overtime accepted or refused will be charged and posted on the overtime list. Hours charged shall be equal to overtime hours paid.

Saturday overtime accepted and refused will be charged and posted on the overtime list. Hours shall be paid at time and one-half (1 ½) the hourly rate and charged at a factor of 1.5 (Saturday).

Sunday and Holiday overtime hours accepted or refused will be charged and posted on the overtime list. Hours shall be paid a double time the hourly rate and charged at a factor of 2.0 (Sunday and Holidays)

- c. Administration will maintain and regularly update and post weekly the two (2) overtime lists.

5.8.7 Overtime and Equalization of Hours –Cont'd

3. Drivers shall be paid time and one-half (1 ½) as specified above (limit of eight (8) hours down time per twenty-four (24) hour period) at their regular rate of pay. For trips other than regular bus runs, paid straight time at the first step of the salary schedule for each year of the contract.
4. Overtime shall be offered on a rotating basis according to low hours and availability.
5. All overtime will be zeroed out beginning July 1st of each year. The order in which the overtime list will begin on July 1st shall be in the same order from low to high hours as of June 30th beginning with the low hour driver at the top of the list and continue in inverse numerical order with the driver with the highest overtime hours being at the bottom of the July 1st list.
6. Drivers will be offered Monday – Friday overtime on the basis of low hours and availability per the Monday – Friday overtime list. Drivers will be offered Weekend overtime on the basis of low hours and availability hours as listed on the Weekend overtime list.
7. Trips which require overnight stays, will include separate lodging for the driver(s).
8. All short-notice trips will be posted for all drivers to see. Drivers will determine who will take the trip and will inform administration within four (4) hours of the time the trip will begin. If no drivers are available or if administration does not hear from the drivers, a substitute will be called.
9. When a driver is assigned a trip that will involve driving for a period of four (4) hours or more, the driver may take a fifteen (15) minute break at about every four (4) hours. This is to be made a part of a gas stop or a stop to provide a break for passengers. This will be time in addition to the time required for a driver to service the bus at the stop.
10. For any trip of four (4) hours or longer, the driver will be reimbursed up to a maximum of seven (\$7.00) dollars for a meal. Drivers will provide receipt for reimbursement.
11. When a driver is schedule to commence a field trip within one-half (1/2) hour of the end of her/his regular run, then s/he will remain on the clock.

5.8.8 Holidays

Paid holidays are designated as: New Year's Day, Martin Luther King's Birthday (when all buildings are closed to students and staff), Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, the day before Christmas, Christmas Day and the day before New Year's Day.

If Independence Day falls on a Tuesday or Thursday, Monday or Friday respectively will be given as a holiday. If the District is open for business on Monday or Friday, the employees shall report for work and overtime will be paid for all time worked as outlined in the overtime section of this agreement. Employees will be paid their current rate based on an eight (8) hour day for the holiday provided the employee is at work the last working day preceding the holiday, and the first working day following the holiday or on an approved vacation day, personal day or sick day. The Board may require proof of illness when an employee calls in sick. If the employee fails to provide proof when requested, the employee will not be paid for the holiday.

5.8.9 Bus Run Selection

- A. At the beginning of the school year each driver will be assigned a series of runs. High seniority drivers will receive the series with the most hours. Seniority will be on a division basis as defined in seniority lists Article 5.5.2, Section A for all purposes in selection of bus runs.
- B. The administration will make all the necessary changes in the runs during the first four (4) weeks of school. At the conclusion of the fourth (4th) week of school all series of runs will be posted along with number of hours needed to drive them. The drivers shall then select a series of runs by seniority.
- C. Any further changes in any runs during the rest of the year which involves one-half ($\frac{1}{2}$) hour or more of time for any series of runs will result in a posting with bidding by seniority. This will also include any changes in a series which eventually (cumulative) adds up to one-half ($\frac{1}{2}$) hour or more for a series from the original time which was posted at the conclusion of the fourth (4th) week of school.

5.9 Leaves

5.9.1 Sick Days

- A. All members covered by this Agreement shall accumulate one (1) sick day per month not to exceed twelve (12) days per year with unlimited maximum accumulation. Anyone who uses fewer than six (6) days in a fiscal year will be given an additional three (3) days credit on the accumulated days. Employees must inform or cause the school administration to be informed of their absence at least two (2) hours before beginning of their shift. Any abuse of sick days may result in loss of pay. Annually, the Board will notify all employees as to the number of sick days they have accumulated to their credit.
- B. Employees will not be charged sick leave due to absence for illness as a result of the following illnesses: mumps, measles, chicken pox, head lice, scabies and pink eye. Proof of illness by a doctor or clinic will be required to prove illness as related to this provision of the agreement.

If proof of illness is not provided by the employee, the employee will be charged a sick day from the employee's accumulation. If the employee's sick day accumulation has been exhausted then the employee will be considered absent without pay and the employee's pay for that week will be reduced by the number of days absent.

- C. Employees who have used zero (0) absence days during the months of July through June shall be awarded two (2) leave days the next school year. These shall meet the following criteria:

Permission for use must be requested at least two (2) days prior to the leave day. Use of a perfect attendance leave day shall not be counted as an absence.

If one or both of the days are not used during the year granted, it/they will be added to the employee's accumulation of sick days.

5.9.2 Leave of Absence – Employee Illness

- A. Prior to the expiration of the employee's sick days, an employee must request a leave of absence in writing to the Board of Education, along with the physician's certificate of disability. Duration of a leave for illness of the employee will not be less than two (2) weeks nor more than one (1) year. One (1) additional year extension may be requested.
- B. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits. Employees will return to the position and location held at the beginning of the leave up to one (1) year.
- C. An employee must give at least a two (2) week notice of intent to return to work, and shall be requested to provide a physician's certificate certifying that the employee is fully recovered and capable of performing the functions and duties of the position before being reassigned to work.
- D. Employees who are granted a leave of absence for personal illness shall continue to accumulate seniority up to one (1) year from the effective date of the leave of absence.
- E. Employees who request and are granted a one-year (1) extension of the leave of absence will not be allowed to return to the position held at the beginning of the leave but will be allowed to bump a lesser senior employee in the same or a lower classification based on seniority and qualifications.
- F. An employee on leave shall be considered terminated if he/she cannot return to work after two (2) years from the date of the original leave of absence.

5.9.3 Personal Days

- A. Three (3) days per year out of an employee's sick day accumulation may be allowed for personal leave. These days will not offset bonus days. These may be used for an individual's business which cannot be conducted on other than a work day according to the following provision:
 - 1. The Board reserves the right to ask for and be given proper evidence of the authenticity of the reason given for the absence.

5.9.4 Funeral Leave

An employee shall be allowed up to three (3) funeral leave days for the death in the immediate family. Other days taken for funerals will be deducted from sick leave allowances. Immediate family is defined as: Parent or stepparent, spouse, sister, brother, child - natural or adopted, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren and grandparents. Any employee selected to be a pallbearer for a deceased employee of this system will be allowed one (1) day with pay.

5.9.5 Jury Duty

An employee who serves on Jury Duty will be paid the difference between pay for Jury Duty and regular pay

5.9.6 Non-Compensable Leave of Absence

- A. An employee must request, in writing to the Board of Education, a non-compensable leave of absence, or extension of same terminating at a specific date.
- B. Duration of a leave of absence will not be less than two (2) weeks nor more than one (1) year. One (1) additional year extension may be requested. All leaves may be granted for the following reasons:
 - 1. Serving in an appointed or elected position (Public or Union)
 - 2. Child care
 - 3. Serving in an appointed or selected position within the school district
 - 4. Prolonged illness in the immediate family (see 5.9.4 for definition)
- C. If the leave is granted, it will be without pay or insurance benefits except as allowed by Federal law. Service time for increments, longevity, or retirement shall not accumulate while on the leave.
- D. Seniority of bargaining unit members who are granted a leave of absence will be frozen as of the effective date of the approved leave.
- E. Employees returning from a leave of one (1) year or less will return to the position and location held at the beginning of the leave.
- F. Employees who request and are granted a one (1) year extension of the leave of absence will not be allowed to return to the position held at the beginning of the leave. Employees returning from a leave of absence in excess of one (1) year will be allowed to bid for any open position for which the employee is qualified as an internal candidate for up to six (6) months after the expiration of the extended leave. If no open position is available within the six (6) month window, the employee shall be terminated.
- G. Bargaining unit members on an approved leave of absence or an extension of a leave or within the six (6) month bid timeframe as outlined above, shall be required to pay Union dues per the AFSCME International Constitution. Bargaining unit members not in good standing shall immediately be terminated from the Union position held at the time the leave of absence was granted or lose any right to bid as an internal candidate for an open position within the bargaining unit as outlined above.

5.9.7 Leave for Union Business

Up to two (2) members of the Union, elected to attend a function of the International Union such as conventions or educational conferences, will be granted time off without loss of time or pay to attend such conferences and/or conventions. The total time per individual shall not exceed five (5) days per year, not accumulative.

5.10 Vacation

5.10.1 Twelve Month Employee

- A. A twelve (12) month employee, during the first five (5) years of employment, beginning with the first day of the month nearest the first working date, and including only those months or major fractions of months s/he is on the payroll, thereafter shall accrue vacation time at the rate of .833 days per month to a maximum of ten (10) days per year.
- B. During the sixth, seventh, and eighth years s/he shall accrue 1.25 days per month to a maximum of fifteen (15) days per year.
- C. During the ninth through thirteenth years, s/he shall accrue the monthly fraction and yearly maximums as follows.

<u>Year</u>	<u>Monthly Fraction</u>	<u>Yearly Maximum</u>
9 th	1.33	16
10 th	1.416	17
11 th	1.5	18
12 th	1.58	19
13 th	1.666	20

- D. The employee will be paid at the regular rate of pay during vacation.

5.10.2 Less Than 12-Month Employees

Less than 52-week employees will be paid a sum at year end in lieu of vacation or may elect to take the accrued days during the work year but subject to the same conditions as 12-month employees. Less than 52-week employees hired to begin work after June 30, 1995 will not be eligible for vacation or vacation pay.

The sum of money and/or the accrual of days shall be based on the following list of monthly decimal accrual rates and yearly maximums:

<u>Year</u>	<u>Monthly Fraction</u>	<u>Yearly Maximum</u>
0- 5 th	.5	5
6 th - 8 th	.75	7.5
9 th	.80	8.0
10 th	.85	8.5
11 th	.90	9.0
12 th	.95	9.5
13 th	1.00	10
20 th	1.5	15

The employee will be paid at the regular rate of pay during vacation.

5.10.3 Service to Qualify

No employee who leaves the employ of the district within nine (9) calendar months of the date of hire shall be eligible for any vacation time, or payments in lieu of the vacation time.

5.10.4 Timing of Vacations

- A. Vacations will be granted at such time during the year as are suitable, considering both the wishes of the employees and efficient operation of the department concerned. Every year, a custodian may use up to a maximum of ten (10) vacation days while school is in session.
- B. The employer shall notify the employee of approval or denial of their vacation request in writing fourteen (14) calendar days prior to the requested start of the vacation. This shall be waived if the request is submitted less than fourteen (14) calendar days prior to the start of the vacation.
- C. All accrued vacation days must be taken by June 30 of each year. The Board will not allow vacation days to be carried over from year to year. Any vacation days not used will be lost.
- D. The Board may consider exceptions on a case-by-case basis when an employee is on an approved medical leave and is unable to exhaust their accumulated bank by the June 30 deadline. Any exceptions will be discussed with the Union prior to approval.

5.10.5 Holidays and Vacation

When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

5.10.6 Illness and Vacation

If an employee becomes ill and is under the care of a duly licensed physician during his vacation, the vacation will be rescheduled, provided if requested, the employee provides written documentation from a licensed medical doctor verifying the illness. In the event that the incapacity continues through the year, the employee will be awarded payment in lieu of vacation.

5.10.7 Pay During Vacation

- A. If a regular pay day falls during vacation, the employee will receive that check in advance before going on vacation. Should an employee change the vacation, s/he must make a request for the check two (2) weeks before leaving, if s/he desires to receive it in advance.
- B. Employees working twelve (12) months may receive the advance pay on a separate check by so requesting.
- C. Employees working ten (10) months will receive accrued vacation pay on a separate check In June.

5.10.8 Vacation Pay If Employment Ceases

If an employee who has worked at least nine (9) months for the district, is laid off, retires, or quits, (provided the employee gives at least two weeks notice of intent to quit), that employee will receive payment for the vacation time accrued since the last vacation period (or date of hire) at the current base rate of pay. An employee designated as a building head custodian shall have included in the base rate, the allowance granted a head custodian.

5.10.9 Vacation Pay Rate

Employees will be paid their current base rate while on vacation, and will receive any benefits provided for in this Agreement. A person designated as a building head custodian shall have included in the base rate, the allowance granted a head custodian.

5.11 Veterans

- A. Reinstatement of Seniority Employees. Any employee who enters into active service in the armed forces of the United States, upon the termination of such service shall be offered re-employment in the previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event s/he will be offered such employment in line with seniority as may be available which the employee is capable of doing at the current rate of pay for such work, provided that the employee reports for work within thirty (30) days of the date of such discharge or thirty (30) days after hospitalization continuing after discharge.
- B. A probationary employee who enters the armed forces and meets the foregoing requirements must complete the probationary period, and upon completing it, will have seniority equal to the time spent in the armed forces.
- C. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
- D. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are required full-time active duty in the Reserve or National Guard provided proof of service and pay is submitted. A maximum of two (2) weeks pay per year is the limit.

5.12 Miscellaneous Provision

5.12.1 Uniform and Coverall Allowances

- A. All head custodians, building custodians, multi-trade tech, and utility employees, after completing their probationary periods, shall be furnished uniforms and coveralls where applicable per the following schedule.

Multi-Trade Tech	5 uniforms, 3 coveralls
Utility	5 uniforms, 3 coveralls
Secondary Building Engineers	5 uniforms, 2 coveralls
Head Custodians	5 uniforms
Custodians	5 uniforms
- B. Transportation employees shall be provided with short sleeved polo shirts with Warren Woods logo as provided in section C of this article. In addition, every three (3) years, they will be supplied with one (1) multi-seasonal jacket.
- C. Board will furnish five (5) uniforms one year and three (3) the following year. The employee shall return the old uniform to the supervisor in order to provide proof of needed replacement.

5.12.1 Uniform and Coverall Allowances - Contd

D. Food Service employees shall be paid according to the following schedule:

Kitchen Helper	\$150.00	Uniform and shoes
Elementary Cook	\$175.00	Uniform and shoes
Secondary/CK Cook	\$200.00	Uniform and shoes

The Food Service Director must approve the uniforms and shoes worn at work. Employees who work less than the full year will be paid at a pro-rated amount based upon the date of hire for that year. For reimbursement all receipts must be submitted by October 1st of each school year or 30 days after the end of the probationary period for new hires. New aprons will be provided to food service employees as needed.

5.12.2 Physical Examination

If, in the discretion of the Board, any employee requires a physical examination, the Board will arrange for the examination and pay the costs. The employee will submit to the examination.

5.12.3 Chauffeur License

- A. Current chauffeur's licenses, including "C.D.L. Group B "P & S" endorsements are required of all personnel who transport students in a district school bus. Employees operating district vehicles, including all multi-trade tech and utility personnel, are required to have an operator's license with a Class II endorsement. The Board, after giving prior approval to an employee, will reimburse the employee for the license fee. New hires will be reimbursed at the end of their probationary period, provided they then are retained in driving capacity.
- B. All employees will receive their regular rate of pay for all time spent taking a road test and all time spent traveling to and from the designated site.

5.12.4 Required Classes

All employees will receive their regular rate of pay for the time spent in attendance at a school or class required by the district.

5.12.5 Mileage Allowance

When an employee is authorized to use his/her car on school business, reimbursement will be per IRS standard per mile during the term of this agreement, upon submission of a written request. No employee will be required to use his/her vehicle for school business.

5.12.6 Summer Help

Up to five (5) students at anyone time may be employed by the district as summer workers and if more are required, ten (10) month employees who are members of the Union will be first offered the additional jobs before employing additional students. If a ten (10) month employee is employed, the rate of pay shall be their current rate of pay at the appropriate step of the Custodian I rate based on the employee's seniority, and s/he shall accumulate vacation days and sick days for each month in which s/he works at least sixteen (16) days. These sick days are to be added to the accumulation and available for use during the employee's regularly scheduled work year, and are not to be used while s/he is working during the summer. The above shall not apply to youth/students whose services are offered to the district but who are paid by another

5.12.6 Summer Help - Contd

governmental agency. The district agrees not to layoff Union members because of the acquisition of such labor. Members of the Union will not be expected to supervise any of the above in the work to which they are assigned.

5.12.7 Adult Bus Supervision

Every effort will be made to have an adult, in addition to the driver, accompany students on buses being driven to and from the school camp.

5.12.8 Paydays

Wages will be paid at two (2) week intervals on Friday of the second week throughout the year. On payday Fridays that are not workdays, Supervisors will bring checks to Cooks and Bus Drivers on the Thursday before. Other employees not scheduled to work on a Friday payday may secure their checks on the preceding Thursday afternoon.

5.13 Insurance

5.13.1 Hospitalization

The plan available to employees is MEBS, Option #11, Flex 2 Blue, \$1,250/\$2,500 deductible, RX \$10/\$60 (reimbursed by the plan to \$10/20).

A. The Board agrees to pay the full premium for employees hired by December 10, 1990 for hospitalization medical coverage for the employee and the employee's insurable dependents. The plan available is MEBS, Option #11, Flex 2 Blue, \$1,250/\$2,500 deductible, RX \$10/\$60 (reimbursed by the plan to \$10/20). If taken, anyone hired after December 18, 1974 shall be paid by the district at a pro-rate of one sixth (1/6th) of the premium for each hour per day regularly worked (not to exceed 6/6) provided that the employee requests a payroll deduction in an amount sufficient to cover the balance of the premium for employees hired by December 10, 1990. This coverage shall be applied to all seniority employees.

B. For employees hired after September 30, 1995, the employer will provide the following per month maximum for each employee for hospitalization insurance:

- 2006-07 \$650
- 2007-08 \$650

This amount will be applied toward the current is MEBS, Option #11, Flex 2 Blue, \$1,250/\$2,500 deductible, RX \$10/\$60 (reimbursed by the plan to \$10/20) with any additional cost being deducted from the employee's paycheck.

In 2007-08, the total cap amount for employees, regardless of date of hire, will also include an increase calculated as specified below. Any cost in excess of the total cap amount per month will be deducted through payroll deduction if a plan is selected by the employee. If the employee chooses a plan that costs the same or less than the total cap amount, the BOARD will pay the actual amount of the insurance premium; however, the employee will not be reimbursed for any difference for a plan that costs less than the total cap amount.

5.13.1 Hospitalization - Cont'd

If the District realizes net savings (calculated as the premium amount reimbursed by MEBS) at the calendar year end, the District will apply 40% of the savings towards the total cap amounts for the next calendar year. The amount thus calculated (40% of the savings) will be distributed evenly among the cap amounts of all employees who paid out-of-pocket for health insurance premiums for all months of the previous calendar year. The Baseline for the caps will reset each calendar year end to \$650 for those hired after September 30, 1995.

Employees who are eligible for and who choose not to take any hospitalization plan will receive one thousand, five hundred dollars (\$1,500) per school year payable in two (2) equal installments in December and June.

Committee to be formed to investigate alternatives to current health care (letter of agreement)

- C. For employees retired prior to September 1, 1995, the employer agrees to pay the full premium for hospitalization medical coverage for a retired employee and the employee's insurable dependents, until the death of the retired employee. To be eligible for this insurance, the employee must be eligible for benefits under the Michigan School Employees Retirement Fund and have worked for the district a minimum of ten (10) years.

For employees retiring between September 1, 1995 and June 30, 1996, the employer agrees to pay an amount toward hospitalization medical coverage for a retired employee and the employee's insurable dependents. This amount is capped at the dollar figure in effect during the first quarter following the employee's retirement. To be eligible for this insurance, the employee must be eligible for benefits under the Michigan School Employees Retirement Fund and have worked for the district a minimum of ten (10) years.

Employees retiring after June 30, 1996, will not receive the hospitalization reimbursement benefit from the district.

- D. Effective July 1, 2004, any employee who is protected by an equal or better hospitalization plan through her/his spouse shall not qualify for hospitalization insurance and will receive one thousand, five hundred dollars (\$1,500) per year in lieu of the Board provided hospitalization Insurance. Such payment will be in two (2) lump sums, payable in December and June.

5.13.2 Worker's Compensation - On the Job Injury

- A. Each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive in addition to the Worker's Compensation income, an amount to be paid by the employer sufficient to make up the difference between Worker's Compensation and his regular pay schedule until sick leave time is exhausted.
- B. Sick leave time will be deducted at the same ratio the employer's pay amount bears to Worker's Compensation income.
- C. If an employee is released from Worker's Compensation within one (1) year of injury, s/he shall be reinstated in his/her former position.

5.13.2 Worker's Compensation - On the Job Injury – Contd

- D. If an employee is released from Worker's Compensation in excess of one (1) year of the injury, the employee shall use his/her seniority to bump to a position in his/her Classification.
- E. The district will continue to pay the premiums for dental insurance, hospitalization insurance, life insurance, income protection insurance and optical insurance for a period not to exceed one (1) year from the date the individual is placed on Worker's Compensation.
- F. No credit shall be earned for longevity while on Worker's Compensation unless days are covered by accumulated sick days.

5.13.3 Life Insurance

The Board agrees to pay the full premium for a term life insurance plan for each employee while employed, face value of \$25,000 upon death, double the benefits in the event of accidental death or specific benefits as designated in the policy in the event of dismemberment except the premium on the insurance, if taken, for anyone hired after

December 18, 1974 shall be paid by the district at a pro-rated rate of one-sixth (1/6th) of the premium for each hour per day regularly worked (not to exceed 6/6) provided that the employee requests a payroll deduction in an amount sufficient to cover the balance of the premium. This coverage shall be applied to all seniority employees.

5.13.4 Long Term Disability

The Board will pay the full cost of an insurance policy which will provide payment of 2/3's of an employee's monthly salary if s/he is off work because of accident, injury or illness, provided that the employee normally worked thirty (30) hours or more per week, with payment to begin after sixty (60) days and continuing as required to age 65.

Employees shall be covered by their hospitalization for a maximum of twelve (12) months from the time the employee goes on long term disability insurance.

5.13.5 Optical Insurance

The Board will pay the full premium of an optical insurance for each employee and the employee's insurable dependents. The Board will use the Blue Cross - Blue Shield Vision Care Program as a basis for bidding the carrier. Those employees hired after December 18, 1974 shall have their premiums paid for by the Board at a pro-rated rate of one-sixth (1/6th) of the premium for each hour per day regularly worked (not to exceed 6/6) provided that the employee requests a payroll deduction in amount sufficient to cover the balance of the premium. This coverage shall be applied to all seniority employees.

5.13.6 Dental Insurance

- A. The Board will pay the full premium of a dental plan with the following benefits for each employee and the employee's insurable dependents.

Basic and major services at 80% ; with an annual maximum of \$1,000. Orthodontic Rider at 50% with a lifetime maximum of \$500.

- B. The premium for any employee hired after December 18, 1974 shall be paid by the Board at a pro-rated rate of one-sixth (1/6th) of the premium for each hour per day regularly worked (not to exceed 6/6) provided that the employee requests a payroll deduction in an amount sufficient to cover the balance of the premium. This coverage shall be applied to all seniority employees.

5.13.7 Insurance Liability

For purposes of all articles and provisions dealing with insurance benefits, insurance coverage for each employee shall begin no later than thirty-one (31) days from the date of hire. The Board, by payment of the premiums required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by said plans. The failure of the insurance carrier to provide any of the benefits for which it has contracted for any reason, except the negligence of the Board, shall not result in any liability to the Board or the Union. However, the Board shall continue to assist employees with the processing of claims and, further, will advise the carrier when the Board or the Union finds the carrier's performance unsatisfactory.

5.14 Remuneration

5.14.1 Wages July 1, 2006 - June 30, 2007 - Semester 1

A. DIVISION - MULTI-TRADE TECH/CUSTODIAL/UTILITY

CLASSIFICATION	I	II	III
1. HVAC	21.53	22.24	23.05
2. MULTI-TRADE TECH/BUS MECH*	19.83	20.52	21.34
3. UTILITY	17.66	18.42	19.17
4. SEC SCH BLDG ENG**	17.24	17.98	18.73
5. ELEM HD CUST/MAINT HD CUST**	16.67	17.42	18.16
6. CUSTODIAN	15.45	16.21	16.94

B. DIVISION - CAFETERIA

CLASSIFICATION			
1. HEAD COOK	14.33	15.03	15.77
2. HELPER	11.22	11.77	12.19
3. ELEM COOK	12.15	12.72	13.38
4. SATELITE KIT COOK	13.21	13.90	14.55

C. DIVISION - TRANSPORTATION

1. DRIVER	15.87	16.56	17.21
-----------	-------	-------	-------

D. SHIFT PREMIUM

1. AFTERNOON SHIFT	.35 per hour
2. MIDNIGHT SHIFT	.35 per hour

*Bus Mechanic - Mechanic receives additional .25/hr for each area of certification as approved by administration.

**\$.25 per hour increase for pool certification so long as there is a pool being used in the building.

** Per article 5.7.3 B - employees grandpersoned as occupying the position as of 2/2/01 are as follows:

NAME
Kim Farnum
Guiseppe Liano
Rick Morang
Soundra Beaulieu

5.14 Remuneration

5.14.1 Wages July 1, 2006 - June 30, 2007 - Semester 2

A. DIVISION - MULTI-TRADE TECH/CUSTODIAL/UTILITY

CLASSIFICATION

	<u>I</u>	<u>II</u>	<u>III</u>
1. HVAC	23.07	23.83	24.70
2. MULTI-TRADE TECH/BUS MECH*	21.24	21.99	22.87
4. SEC SCH BLDG ENG**	18.47	19.26	20.06
5. ELEM HD CUST/MAINT HD CUST**	17.85	18.67	19.45
6. CUSTODIAN	16.56	17.37	18.15

B. DIVISION - CAFETERIA

1. HEAD COOK	15.35	16.11	16.89
2. HELPER	12.03	12.61	13.07
3. ELEM COOK	13.02	13.63	14.34
4. SATELITE KIT COOK	14.16	14.89	15.60

C. DIVISION - TRANSPORTATION

1. DRIVER	17.01	17.75	18.43
-----------	-------	-------	-------

D. SHIFT PREMIUM

1. AFTERNOON SHIFT
2. MIDNIGHT SHIFT

*Bus Mechanic - Mechanic receives additional .25/hr for each area of certification as approved by administration.

**\$.25 per hour increase for pool certification so long as there is a pool being used in the building.

** Per article 5.7.3 B - employees grandpersoned as occupying the position as of

2/2/01 are as follows:

NAME

Kim Farnum
Guiseppe Liano
Rick Morang
Soundra Beaulieu

5.14 Remuneration

5.14.1 Wages July 1, 2007 - June 30, 2008 - Semester 1

A. DIVISION - MULTI-TRADE TECH/CUSTODIAL/UTILITY

<u>CLASSIFICATION</u>	I	II	III
1. HVAC	23.36	24.13	25.01
2. MULTI-TRADE TECH/BUS MECH*	21.50	22.27	23.16
4. SEC SCH BLDG ENG**	18.70	19.50	20.31
5. ELEM HD CUST/MAINT HD CUST**	18.07	18.90	19.70
6. CUSTODIAN	16.76	17.59	18.37

B. DIVISION - CAFETERIA

1. HEAD COOK	15.54	16.31	17.10
2. HELPER	12.18	12.77	13.23
3. ELEM COOK	13.18	13.80	14.52
4. SATELITE KIT COOK	14.34	15.08	15.79

C. DIVISION - TRANSPORTATION

1. DRIVER	17.22	17.97	18.66
-----------	-------	-------	-------

D. SHIFT PREMIUM

1. AFTERNOON SHIFT
2. MIDNIGHT SHIFT

*Bus Mechanic - Mechanic receives additional .25/hr for each area of certification as approved by administration.

**\$.25 per hour increase for pool certification so long as there is a pool being used in the building.

** Per article 5.7.3 B - employees grandpersoned as occupying the position as of 2/2/01 are as follows:

NAME
Kim Farnum
Guiseppe Liano
Rick Morang
Soundra Beaulieu

5.14 Remuneration

5.14.1 Wages July 1, 2007 - June 30, 2008 - Semester 2

A. DIVISION - MULTI-TRADE TECH/CUSTODIAL/UTILITY

<u>CLASSIFICATION</u>	I	II	III
1. HVAC	23.71	24.49	25.38
2. MULTI-TRADE TECH/BUS MECH*	21.83	22.60	23.50
4. SEC SCH BLDG ENG**	18.99	19.79	20.61
5. ELEM HD CUST/MAINT HD CUST**	18.35	19.18	19.99
6. CUSTODIAN	17.01	17.85	18.65

B. DIVISION - CAFETERIA

1. HEAD COOK	15.78	16.55	17.36
2. HELPER	12.36	12.96	13.43
3. ELEM COOK	13.38	14.01	14.74
4. SATELITE KIT COOK	14.55	15.31	16.03

C. DIVISION - TRANSPORTATION

1. DRIVER	17.48	18.24	18.94
-----------	-------	-------	-------

D. SHIFT PREMIUM

1. AFTERNOON SHIFT
2. MIDNIGHT SHIFT

*Bus Mechanic - Mechanic receives additional .25/hr for each area of certification as approved by administration.

**\$.25 per hour increase for pool certification so long as there is a pool being used in the building.

** Per article 5.7.3 B - employees grandpersoned as occupying the position as of 2/2/01 are as follows:

NAME
Kim Farnum
Guiseppe Liano
Rick Morang
Soundra Beaulieu

5.14.2 Longevity - Effective July 1, 1989

The language in this article does not apply to those employees hired to begin work after June 30, 1995.

- A. Longevity pay will be paid to all employees according to the following schedule:
1. After sixty (60) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): \$.20 per hour added to base pay.
 2. After one hundred twenty (120) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): \$.10 will be added to the longevity for a total of \$.30 per hour to the base pay.
 3. After one hundred eighty (180) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): \$.10 will be added to the longevity for a total of \$.40 per hour to the base pay.
- B. When months of service were in less than eight (8) hour-per-day shifts, the average hours per day per month for the applicable sixty (60), one hundred twenty (120), or one hundred eighty (180) month period will be computed and will be used as a basic daily work period against which the percentage will be applied, on current pay scales. The above longevity pay percentage will be computed, added to the gross wage, and paid at the regular pay intervals. The longevity pay will be added to the gross wage and paid beginning with the first pay period which falls at least two weeks after the end of the 60th, 120th, or 180th month of service, whichever applies.

5.14.3 Asbestos Removal

Employees engaged in asbestos removal or repair requiring the use of special protective suits and gear shall be compensated an additional fifty cents (.50) per hour. This will be added to their normal rate of pay, and will be only for the hours spent in asbestos removal.

5.14.4 Retirement Pay

State Fund

The Board shall pay to the Michigan Public School Employee's Retirement Fund the percentage of gross wage of each employee for retirement purposes that is required by law.

Retirement Settlement

- A. Upon retirement, death, or severance of employment due to illness, the school district shall pay \$100.00 per year for each year of service up to thirty (30) years of service.
- B. At retirement or resignation, the Board will pay twelve (\$12) dollars per day for accumulated sick days.
- C. To be eligible for retirement pay an employee must have completed the following:
 - 1. Worked for the district a minimum of ten (10) years.
 - 2. Be eligible for benefits under the Michigan Office of Retirement Services or after having worked the equivalent of ten (10) years for the school district. Should the employee be employed at the time of his/her death, their estate or designated beneficiary shall be eligible for such retirement pay; or should an employee sever their employment due to illness, and is deemed unable to work by a qualified physician, after having worked the equivalent of ten (10) years for the school district, they shall be eligible for such retirement pay.
 - 3. Ten-month employees shall be eligible for a pro-rated share of retirement pay based on a ratio of the average hours worked per day to a six (6) hour per day provided that their months of service when computed equals ten (10) years of service.


5.14.5 Damages - Personal Property

- A. The Board shall reimburse any employee up to One Hundred (\$100) dollars for the damage or destruction of clothing or personal property having a value of Five (\$5.00) dollars or more. Such damage must occur within a school building or be directly related with the execution of the employee's assigned responsibilities. Such damage or destruction must not be occasioned by carelessness or negligence on the part of the employee. The Board shall not pay for damage or destruction of an employee's property if said property is reimbursable under the provisions of some policy of insurance other than that naming the school district as assured. Automobile claims will only be considered and honored upon submission of an official written rejection of a claim by the employee's insurance carrier.
- B. The Board will not reimburse employees for loss or damage to attractive nuisances on automobiles such as ski racks, special hub caps and CB radios.
- C. An employee must file a claim for damaged or destroyed personal property in writing no later than the end of the work day such damage or destruction occurred. The written claims will include what was damaged, the location, the employee's activity at the time, names of parties involved and any other pertinent facts which will help expedite the claim.

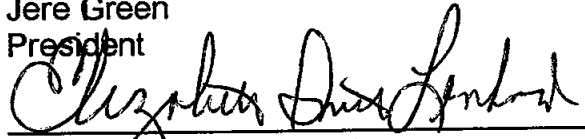
5.15 Effective Date

This Agreement shall become effective as of the date of signing, and covers the period of time from July 1, 2006 through June 30, 2008.

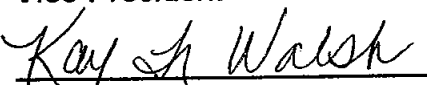
FOR THE BOARD OF EDUCATION



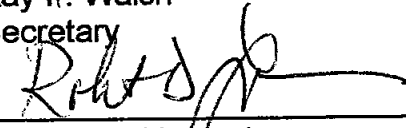
Jere Green
President



Elizabeth Smith Lenhard
Vice President



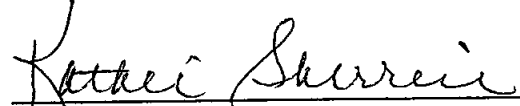
Kay F. Walsh
Secretary



Dr. Robert Livernois
Superintendent

10/8/07
Date

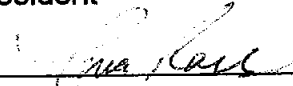
FOR AFSCME LOCAL 1675




Kathie Sherrill
Staff Representative, AFSCME Council 25




David Kohl
President



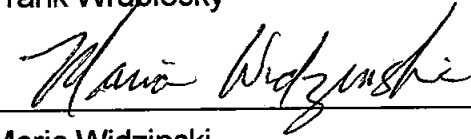
Tina Ross
Vice President



Brian Cronin



Frank Wrublesky



Maria Widzinski

10/2/07
Date

LETTER OF UNDERSTANDING
between
THE BOARD OF EDUCATION FOR WARREN WOODS SCHOOLS
and
AFSCME COUNCIL 25, LOCAL 1675 CHAPTER

The parties agree that the following Absence Policy will be effective beginning July 1, 2004. Furthermore the parties agree to review said policy throughout the term of the 2003-2006 contract.

An employee being off work (except for approved personal business, vacation, or family leave as defined in 5.9.4) will count as an absence occurrence whether supported or unsupported by a doctor's note. All absences over one-half (½) of the employee's regular work day will count as an occurrence.

When an employee accumulates six (6) occurrences within a six (6) month period, that employee is considered to have excessive absences. Progressive discipline will begin when the employee accumulates his/her 6th occurrence. Progressive discipline will follow. The steps of progressive discipline as are follows:

- ✓ Verbal reprimand (memorialized in writing to employee)
- ✓ Written reprimand
- ✓ 1-day suspension
- ✓ 3-day suspension
- ✓ 5-day suspension
- ✓ Possible termination

Once progressive discipline begins, the employee will be monitored monthly to evaluate attendance. If there are no occurrences within the six (6) month period, then progressive discipline is reversed one step. This procedure will continue at three (3) month intervals as long as improvement is made with the employee's attendance.

On a case-by-case basis, Administration may make allowances or exceptions for warranted or unusual circumstances.

The intent of this attendance policy is to insure that the Warren Woods Public Schools have appropriate attendance for all its AFSCME employees. Employees who may feel they have a concern or problem with their attendance are urged to make an appointment with Administration to discuss and review the problem or concern.

The Union President will receive a copy of disciplinary action.

FOR THE BOARD

FOR THE UNION

5/11/04
Date

5/11/04
Date

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
Aid to Other Unions	1
Adult Bus Supervision	27
Asbestos Removal	35
Bids	11
Break Periods	16
Bus Run Selection	20
Chauffeur License	26
Classifications	8
Computation of Back Wages	7
Contract Savings Clause	3
Coverage for Absences	13
Damages - Personal Property	36
Definition of Shift	15
Dental Insurance	30
Discharge or Suspension	13
Discrimination	2
Effective Date	37
Employees Covered	1
Equalization of Overtime Hours	18
Evaluation	12
Funeral Leave	21
Grievance Chain	6
Grievance - Definition	6
Grievance Procedure	6
Grievance - Time Limits	6
Health Maintenance Organization	30
Holidays	19
Holidays & Vacation	25
Hospitalization	27
Hours Per Day	16
Hours Per Week	16
Insurance	27
Insurance Liability	30

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
Jury Duty	21
Layoff	14
Leaves	20
Leave for Union Business	22
Leaves of Absence – Employee Illness	21
Leave of Absence, Non-Compensable	22
Letter of Understanding – Absence Policy	38
Life Insurance	29
Long Term Disability	29
Longevity	35
Loss of Seniority	10
Management Rights	2
Mileage Allowance	26
Miscellaneous	12
No Strike Provision	2
Non-Compensable Leave of Absence	22
Optical Insurance	29
Overtime	16
Overtime and Equalization of Hours – Maintenance	17
Overtime and Equalization of Hours – Food Service	18
Overtime and Equalization of Hours – Bus Drivers	18
Paydays	27
Pay During Vacation	25
Personal Days	21
Physical Examination	26
Posted Vacancies	10
Preface	1
Probationary Employees	8
Purpose	1
Rates for New Jobs &/or Classifications	3
Recall	15
Recognition	1
Remuneration	31
Required Classes	26
Resignation	14
Retirement Pay	35
Retirement Settlement	36
Rights	2

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
Seniority	8
Seniority Lists	9
Seniority of Stewards & Union Officers	10
Severance, Layoff, Recall	13
Sick Days	20
Sick Leave	22
Special Conference	3
Starting Time	15
State Fund	35
Stewards and Alternate Stewards	5
Substituting	13
Summer Help	26
Supplemental Agreements	3
Table of Random Numbers (Seniority)	9
Temporary Vacancies	12
Termination	4
Transfer & Promotion	10
Trial Period	11
Uniform & Coverall Allowances	25
Union Bulletin Boards	5
Union Security and Dues Check-Off	4
Vacation	23
Vacation, Holidays and	24
Vacation, Illness and	24
Vacation - Less Than 12-Month Employees	23
Vacation, Pay During	24
Vacation Pay if Employment Ceases	24
Vacation Pay Rate	25
Vacation - Service to Qualify	24
Vacations, Timing of	24
Vacation - Twelve Month Employees	23
Veterans	25
Wages	31
Worker's Compensation - On the Job Injury	28
Working hours	15