



MASTER AGREEMENT

ROYAL OAK EDUCATIONAL SUPPORT PERSONNEL
 ASSOCIATION, MEA/NEA
 and the
 ROYAL OAK BOARD OF EDUCATION

FISCAL YEARS

2002-03
 2003-04
 2004-05
 2005-06

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School District of the City of Royal Oak

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SETTLEMENT AGREEMENT

It is hereby agreed by and between the Royal Oak Board of Education ("the School District") and Royal Oak Educational Support Personnel Association, MEA/NEA ("the Association") that, in tentative settlement of all outstanding issues under negotiation, the parties' negotiating teams agree to the following settlement, and agree to recommend ratification to their respective principals, as follows:

The parties' new contract shall be effective from July 1, 2002 to and including June 30, 2006.

The parties' new contract shall consist of the contract between the School District and AFSCME Council 25, Local 1857 (in effect July 1, 1994 to July 1, 1998) as amended by the terms of this Settlement Agreement, and as amended by the parties' previous tentative agreements. Both this Settlement Agreement and the parties' previous tentative agreements shall be effective upon the ratification of this collective bargaining agreement by both parties.

PREAMBLE

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

To these ends the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

AGREEMENT

This Agreement, entered into on the 13th day of November, 2003, is between the Board of Education of the School District of the City of Royal Oak, Oakland County, State of Michigan, hereinafter called "Board" and Royal Oak Educational Support Personnel Association - MEA/NEA, hereinafter referred to as "Association".

ARTICLE 1 – RECOGNITION

Section 1.1

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 Association as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Board included in the bargaining unit as described below.

All Custodial, Maintenance, Bus Drivers, Cafeteria and Hall Supervisor employees of the Board of Education of the School District of the City of Royal Oak excluding Supervisors of Custodial, Maintenance and Transportation; Foremen; Manager, Food Services; Clerical employees; substitute employees and other employees.

Section 1.2

During the term of this Agreement, the Board agrees that it will not enter into negotiations with any organization other than the Association in respect to wages, hours of employment and other conditions of employment covered under this Agreement.

Section 1.3

Each new employee upon completion of the probationary period will be given a copy of this Agreement and will be apprised on the Bargaining Agent of the Unit. The Board of Education will provide each employee in the Bargaining Unit with an Agreement.

ARTICLE 2
ASSOCIATION SECURITY DUES CHECK OFF/ASSOCIATION RIGHTS

Section 2.1

As a condition of employment, employees who are covered by the terms of this agreement, have the choice of either joining and paying dues to the Association or paying to the Association a representation fee to be determined by the Association, or in the alternative, a court of competent jurisdiction. In no event shall the representation fee be greater than the dues of the Association. The District agrees to deduct from the wages of each employee, who has signed a written authorization allowing such deduction, the dues or representation fee. In the event that the employee fails to pay the dues of the Association, or a representation fee, the failure shall be considered by both parties as just and reasonable cause for dismissal.

Section 2.2

The procedures in all cases of discharge for violation of this Article shall be as follows:

- A. The Association shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the District in the event compliance is not effected.
- B. If an employee fails to comply, the Association may file charges in writing with the District, and shall request termination of the person's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charge.
- C. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the dues and/or representation fee.

Section 2.3

With respect to all sums deducted by the District pursuant to authorization of the employee, whether for dues or representation fee, the District agrees to promptly disburse said sums upon direction of the Association. Prompt notification will be made to the District of such payment in the event that cash payments have been made directly to the Association.

Section 2.4

The Association agrees to indemnify the District for any costs or damages which may be assessed against the District as the result of this Section of the agreement, provided, however, that the damages have not resulted from the negligence, misfeasance, or malfeasance of the District or its agents.

Section 2.5

The Association agrees to prevent and refrain from engaging in or permitting its members to engage in nor will any member of the Association or school District employees engage in any strike, work stoppage, slowdown or interference of any kind

with the operations of the employer during the term of this agreement. The Board will not lock out any employees during the term of this agreement.

Section 2.6

The Board agrees to comply with the Michigan Freedom of Information Act (FOIA) in responding to the Association's requests made under that act. The parties recognize that the FOIA does not require the Board to create a new public record, and that the Board may charge fees attendant to searching for, examining, reviewing, copying and providing such public records in accordance with the FOIA and applicable Board policy.

Section 2.7

Sixty (60) hours of release time with pay each year may be granted, without cost, for Association business that would be of mutual benefit to the parties.

The Association may purchase additional released time with pay for other Association business at the substitute rate.

ARTICLE 3 – BOARD RIGHTS

Section 3.1

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right

- A. To the executive management and administrative control of the schools system and its properties and facilities, and the activities of its employees during working hours.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.

Section 3.2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 4 – EFFECT OF AGREEMENT

Section 4.1

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto. Should the Association determine that such amendment would, in fact, alter language as contained in this master agreement it will be subject to ratification by its membership. The Board will be apprised of same at the time agreement is reached.

ARTICLE 5 – GUARANTEE OF RIGHTS

Section 5.1

The parties agree that there shall be no discrimination against any employee by reason of race, creed, color, age, gender, or national origin.

Section 5.2

The Board agrees that there shall be no discrimination against any member of the Bargaining Unit by reason of membership in the Association.

Section 5.3

The Board agrees that the enforcement of discipline of seniority employees will be fair and for just cause.

Section 5.4

All employees will be given the opportunity to review the material contained in their personnel files with the personnel office. All matters mutually determined to be irrelevant to the employee's performance shall be deleted.

ARTICLE 6 – REPRESENTATION

Section 6.1

The Board agrees to recognize the Professional Negotiations Team of the Association which shall be composed of no more than seven (7) bargaining unit members exclusive of the Association's spokesperson. The Board will have no greater number of regular Negotiations Committee members than the Association.

Section 6.2

- A. The Maintenance group shall be represented by one (1) Association Representative.
- B. The Cafeteria group shall be represented by one (1) Association Representative.
- C. The Hall Supervisors group shall be represented by one (1) Association Representative.
- D. The Custodial group shall be represented by one (1) Association Representative on the day shift and one (1) Association Representative on the afternoon shift for a total of two (2) Association Representatives.
- E. The Transportation group shall be represented by one (1) Association Representative.

Section 6.3

In the absence of an Association Representative during overtime periods where three (3) or more employees are assigned, the president of the local may designate one (1) of the working employees as temporary Association Representative for these periods. In such cases, verbal notification to the appropriate school authority shall be sufficient.

Section 6.4

The Association Representatives will be allowed reasonable time during working hours, without loss of pay, to investigate and present grievances. The Superintendent, or Designee may grant permission to the Association Representatives to leave their work for a reasonable period of time and no Association Representative shall leave his/her work without first obtaining permission. Association Representatives shall perform their regularly assigned work at all times, except when granted permission to leave their work as provided herein, and the privilege granted to Association Representatives to leave their work is subject to the understanding that they will expeditiously devote such time to the proper handling of grievances and will not abuse such privilege. It is further agreed that permission for time off will be granted at the earliest reasonable time and further will not be unreasonably withheld.

Section 6.5

Special conferences for important matters will be mutually agreed upon and arranged between the local president and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least one (1) or more representatives of the Employer and at least two (2) representatives of the Association appointed by the president. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be

presented in writing at the time the conference is requested, names of persons in attendance will be stated in advance by both parties in writing. Matters taken up on special conference shall be confined to those included in the agenda. The members of the Association shall not lose time or pay for time spent in special conferences. This meeting may be attended by the Executive Director.

The special conference committee, upon agreement of the participants, may reduce to writing the resolution of an important matter and their written resolution shall be signed by the local president and Employer representative.

Section 6.6

The names of all Association Officers and Association Representatives shall be submitted in writing to the Board by the Association upon election or appointment to a recognized committee. The Board will provide an organizational chart of the District as it pertains to the Bargaining Unit.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 7.1

A claim by an employee, groups of employees, the Association, or the Employer 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.

Section 7.2

The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that an employee or the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Association with its answer to the 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 grace period for answering.

Grievances may be expedited through eliminating steps in the grievance procedure if mutually agreed to by the Board and Association.

Section 7.3

All specified time limits herein shall consist of only work days unless otherwise specified.

Section 7.4

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 Association had knowledge of said occurrence at the time of its occurrence then within seven (7) days after the Association or the aggrieved becomes aware of the cause for complaint. Settlement of grievances initiated more than seven (7) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

Section 7.5

Any employee having a complaint under the terms of this Agreement has an obligation to notify the appropriate individuals as set forth in Step 1 of this Section of the problem and he/she will also notify his/her Association Representative.

Step 1

The aggrieved employee shall have the right to demand representation by an Association Representative. Upon the Association Representative's arrival on the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the Association Representative. If, in the Association Representative's opinion, proper cause for complaint exists, a meeting on the problem shall take place between the grievant and/or the Association Representative, and the immediate supervisor involved.

In the event that the Association is dissatisfied with the result of the meeting with the immediate supervisor involved on the matter, then the Association shall have the right to submit a written grievance on the complaint within five (5) days after the aforementioned meeting directly to the appropriate administrator or designee as follows:

Transportation Employees: Transportation Supervisor; Custodial Employees: Supervisor Custodial Operations; Maintenance Employees: Maintenance Supervisor; Cafeteria Employees: Director, Food Services; Hall Supervisors: Building Principal. The responsible administrator receiving the written grievance shall thereupon have five (5) days to respond to the grievance in writing, setting forth his/her position on the matter.

Step 2

In the event the grievance is not disposed of through Association acceptance of the manager's answer, the Association shall have the right to appeal the decision to the Superintendent or his/her representative within three (3) days after receipt of the manager's written position on the issue. A meeting on the subject shall then take place within ten (10) days after receipt by the Superintendent of the Association's appeal notice. This Step 2 meeting shall take place between the President, Association Representative, Executive Director, and the grievant any of whom may furnish pertinent information, and the Superintendent/designee. The Superintendent/designee may be accompanied by other Administrators. The Superintendent/designee shall render a written decision on the dispute to the Association within ten (10) days after the occurrence of said meeting.

The Board will make an effort to schedule Step 2 and grievance hearings at a mutually convenient time.

Step 3

In the event the grievance is not resolved in Step 2, the Association may submit the grievance to arbitration by filing with the Superintendent, or his/her designee, a written "notice of submission to arbitration" within ten (10) calendar days after the date of the Superintendent's or designee's written decision. The submission to arbitration shall specify the Article(s) and Section (s) of the Agreement alleged to be violated, the relief requested and shall be signed by the Local Association President. Following the receipt of the written notice of submission to arbitration, representatives of the Board and the Association may, within ten (10) work days, mutually select an arbitrator. If a mutual agreement on the selection of an arbitrator is not made within ten (10) work days of receipt of the submission to arbitration, the Association shall file a Demand for Arbitration with the American Arbitration Association within sixty (60) calendar days following the date of the written submission to arbitration. The arbitrator shall be selected and the arbitration proceeding shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be final and binding upon the Association, the Employer and all employees involved.

Section 7.6

- A. The arbitrator shall have no power to add to, subtract from, alter or in any way modify the terms of this Agreement or construe said terms in derogation of the Board's rights and responsibilities, except to the extent such rights and responsibilities may be expressly limited by the terms of this Agreement.
- B. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant. Provided, however, the Association President shall be granted up to a maximum of five (5) work days each school year of paid released time to attend arbitration hearings.

Section 7.7

Any matter (i.e., FMLA, Civil Rights, PERA) for which there is another remedial forum, procedure or administrative agency for recourse according to state or federal laws, rules or regulations shall not be subject to arbitration.

ARTICLE 8 – DISCHARGE

Section 8.1

The Board, acting through the Superintendent of Schools or his/her designee, shall have the right to suspend or discharge any employee and the Board's decision shall not be overturned at Step 3 of the grievance procedure unless it is determined by the arbitrator that the Board did not possess just cause.

Section 8.2

A discharged employee will be allowed to discuss the action taken by the School District with the Association representative at the time such action is taken and prior to being required to leave the premises of the employer.

Section 8.3

Notwithstanding the foregoing procedure for the processing of grievances, a discharge grievance of a seniority employee shall automatically bypass Step 1 of the procedure and be lodged at Step 2 for consideration, commencing at the Superintendent's level, except Step 2 meetings on discharge cases shall take place within five (5) working days after receipt by the Superintendent of the grievance. The Association President shall be notified in writing of the discharge action and upon receipt of said notice shall have seven (7) days to file a written grievance with the Superintendent or his/her designee.

ARTICLE 9 – SENIORITY

Section 9.1

The seniority of all employees on the lists shall commence with the last date of permanent hire by the Royal Oak School District. The Association shall be furnished with three (3) lists, one (1) for the Operational Group, one (1) for the Cafeteria Group, and one (1) for the Hall Supervisors Group, every six (6) months. The lists shall set forth, in order of their seniority, each employee's name, seniority number, effective hiring date, and classification. When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence according to the last name at the time of hire within each occupational group.

The Board will verify in writing to the Association treasurer or designee new hires and terminations within each group.

Section 9.2

Seniority shall be applied within each occupational group for the entire District. The occupational groups shall be: Cafeteria Group; Hall Supervisors Group; and Operational Group.

- A. If an employee is awarded a position in the other occupational group, then said employee's seniority into the new occupational group shall commence with the first day worked in the new occupational group.
- B. The employee's seniority in his/her original group shall be frozen at the time of making the change.
- C. Seniority for purpose of vacations, retirement, holidays, or other fringe benefits shall be from the date of last permanent hire into the Royal Oak School District.

Section 9.3 – Probationary Period

New employees hired into the unit from outside shall be deemed to be in a period of probation for the first ninety (90) days of actual work from their last date of hire. During the period of probation, an employee may be laid off, disciplined or terminated at the sole discretion of the employer and such action shall not be deemed a breach of this agreement nor form the basis of a grievance. A probationary employee shall be considered terminated in the event of layoff.

Upon completion of their probationary period employees shall obtain seniority status and their name shall be entered on the seniority list with their seniority dating from their first day worked in a classification covered by this agreement.

- A. Employees will be entitled to all fringe benefits only after the successful completion of their probationary period, and in accord with the applicable enrollment requirements of any insurance carrier.

Probationary employees will accumulate sick leave during their probationary period but may not utilize sick leave until attaining seniority.

Section 9.4 – Loss of Seniority

Seniority will be broken and the employee will be removed from the seniority list only for the following reasons:

- A. If he/she quits,
- B. If he/she is discharged and the discharge is not reversed,
- C. If he/she is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and the lack of notice which are satisfactory to the school Administration,
- D. If he/she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure herein,
- E. If he/she overstays a leave granted for any reason as herein provided for three (3) consecutive work days without notifying the school Administration and or fails to give explanation satisfactory to the school Administration.
- F. If he/she has been on layoff for twenty-four (24) months or length of seniority, whichever is greater.

Section 9.5 – Transfers, Promotions out of the Bargaining Unit, and Demotion

- A. If at any time an employee or the employer deems it necessary to request or initiate for cause a demotion or reassignment, the Association and the Administration will meet to discuss the placement of the employee in an open position for which he/she is qualified.
- B. Voluntary job location changes within an occupational group and job classification shall be mutually agreed upon by the Association and Administration.
- C. If an employee is transferred or promoted to a position under the employer not included in the bargaining unit he/she shall be given a trial period of up to sixty (60) work days, during which time he/she shall be entitled to transfer back to his/her former job status and location. His/her seniority will continue to accumulate during this time. In the event the employee remains on the job beyond the trial period, his/her accumulated seniority on his/her former job will be frozen as of the date of the completion of his/her trial period.

In the event he/she returns to the bargaining unit after the trial period, he/she shall be reinstated in the same occupational group within the bargaining unit that his/her accumulated seniority within the bargaining unit entitles him/her to and will exercise full seniority from that date on.

This clause shall not be construed to limit the employer's right to terminate the employee for any reason while assigned to a job outside the bargaining unit, and the employee shall have no right to return to the bargaining unit or to process any grievance under the grievance procedure of this agreement, nor shall such termination action be considered a breach of this agreement or form the basis for a grievance under the grievance procedure.

Employees who make a lateral move shall not be eligible to make another lateral move (except shift change) during the school year (September 1 through June 30) unless the move is by mutual agreement of the Association and Administration.

- D. Vacancies occurring in ten (10) month positions after April 1 of the school year may be filled permanently or temporarily at the Board's discretion. Vacancies occurring in twelve (12) month positions after June 1 of the school year may be filled permanently or temporarily at the Board's discretion. Vacancies which are filled temporarily will be permanently filled by posting and awarding such positions by September 1.

Section 9.6

Preferential seniority against layoffs only shall be granted to the local Association officers: President, Vice President, Secretary, Treasurer and Association Representatives as set forth in this agreement provided that any employee so retained is fully qualified to perform the work of the job which is available. The Association shall notify the Administration in writing of those employees enjoying protected seniority under the provision of this Section.

Section 9.7 - Layoffs

If there is a reduction in the workforce, those employees being laid off will be given at least a two (2) week notice of such layoff. Reductions of positions in the bargaining unit shall be affected through the following procedures:

- A. Probationary employees in the affected wage grade shall be immediately laid off.
- B. The necessary number of least senior employees shall be removed from the affected wage grade.
- C. Any least senior employee so removed shall be able to exercise his/her seniority rights to bump into any wage grade equal to or beneath his/her wage grade within his/her group that his/her seniority entitles him/her to provided he/she is qualified or he/she may exercise his/her frozen seniority in his/her former occupational group and return to that group. Employees displaced by employees being laid off and exercising their seniority rights shall exercise their seniority in the same manner. Bumping shall only affect the least senior employee in the wage grade.
- D. An employee who has bumping rights as set forth in paragraph C above, shall have the right either to exercise the bump or to accept the layoff until recall.
- E. The least senior employees who remain unplaced after the reduction in the required wage grade and bumping is completed shall be laid off.

Section 9.8 - Recall

Laid off employees shall be recalled based upon seniority; the most senior employees shall be recalled to the first opening in the job wage grade from which the employee was laid off or, if he/she had bumped down from his/her original position, or if he/she had exercised his/her frozen seniority and returned to his/her original group, he/she would be recalled to the position he/she held prior to layoff. Recall will be written certified notice, return receipt requested, to the employee's last known address on file with the school Administration and shall require that the employee notify the Employer

in writing within three (3) days after the date of delivery or proof of non-delivery, his/her intent to return to work. Furthermore, said employee will report to work within ten (10) calendar days following date of delivery or proof of non-delivery or be removed from the seniority list.

Section 9.9 – Posting Vacancies

For the benefit of interested employees, all vacancies shall be posted in all schools within ten (10) working days after the vacancy is known. The posted notices shall set forth the job title, shift and location of the opening, and also the prerequisite qualifications necessary to perform the job. Vacancies occurring after the last day of school may be filled on a temporary basis giving first opportunity to school term employees. Positions vacated as a result of a successful bid shall not be deemed vacant until such time as the successful bidder demonstrates satisfactory performance of the new job and accepts the job, or until the trial period is completed, whichever occurs first.

The bid notice of each vacancy shall be posted for five (5) school or working days, during which time all employees desiring to bid for the job must file their bid in writing with the designated administrative representative. The bidding form shall be filled out completely by the bidding employee in triplicate form. The employee shall retain one (1) copy of said form and submit the other two (2) copies in a sealed envelope to the administrative representative. All bids will be kept sealed until the expiration of the bidding period. The administrative representative shall retain the original, forwarding the other duplicate copy to the Association president. The successful bidder shall report to the newly assigned job within ten (10) working days after the date of the closing of the bid.

Section 9.10 – Filling Vacancies

- A. All vacant positions will first be filled by the senior qualified employee within the group who submits a bid for the job.
- B. Before new hires are considered, employees from another group will be given the opportunity to bid for a vacant position after all bids are honored within the group where the vacancy occurs.
- C. In the event the senior qualified applicant is denied the vacancy and the reasons provided are not acceptable, the denial will be subject to the grievance procedure. Grievances regarding denials for vacancies in the Hall Supervisor positions may be appealed directly to Step 2 of the grievance procedure and are not subject to Step 3 arbitration.
- D. When an employee receives a higher pay classification, he/she will receive the rate of pay for that classification and job that is in line with his/her district-wide seniority.

Section 9.11 – Selection of Successful Bidders and Trial Period

The successful bidder shall be given a trial period of up to thirty (30) working days on the job in which to demonstrate his/her ability to satisfactorily meet the standards and perform the duties of the job. This shall not prevent the School District from disqualifying the employee whose lack of qualifications is obvious. In the event the successful bidder is deemed unsatisfactory, then the determination may be processed through the

grievance procedure beginning at Step 2. If the employee elects to reject the vacancy or is deemed unsatisfactory during the trial period, then said employee shall have the right to be restored to his/her former job and school from which he/she originally bid. If said employee returns, or is returned, to his/her prior position, the position will be awarded to the next senior qualified bidder.

Section 9.12 – Sequence of Posting Vacancies

When a successful bidder is moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the moved bidder satisfactorily completes his/her trial period and becomes regularly assigned to the other job. During the vacated period, the highest seniority employee in the next lower rated classification of that group classification in the building shall have the option to fill said vacancy and be paid at the higher rate of pay, if any is so involved. This also shall apply to full-day absences.

Section 9.13 - Subcontracting

The Employer shall retain the right to contract or subcontract the work of bargaining unit employees during the term of this Agreement. Provided, however, the Employer shall immediately commence bargaining with the Association with respect to the decision to contract or subcontract work if 94 PA 112 is repealed or if Section 15(e)(f) of the Act is repealed or amended to provide that the decision to contract or subcontract is a mandatory subject of bargaining.

Section 9.14 – Temporary and Substitute Employees

- A. Temporary operational employees may be employed by the Board to augment the work force during the school holiday periods and university recesses provided no regular employee within that group has requested and is qualified for such temporary assignment. However, if a head custodian and assistant head custodian from the same building request a temporary transfer during these periods, the request from the employee with the most seniority will be honored.

Ten-month employees will be given the first opportunity to fill and be assigned positions, on the basis of the senior (as stated in Article 9, Section 9.2), most qualified employee who applies during the periods that they are not normally working and will be paid the applicable rate of pay of the job they are performing.

Ten-month employees desiring summer employment shall request such employment in writing to the Executive Director, Business Affairs, during the month of May. Ten-month employees working during the summer will not earn additional vacation and/or sick leave during said summer employment.

Ten-month employees will be allowed use of paid sick leave while working during the summer at the number of hours earned per day during their regular employment year. These employees shall be paid for a holiday that falls during this additional work time provided that they work the workdays preceding and following said holiday.

- B. If substitute help is needed in a cafeteria due to the absence of regular employees, qualified, regular employees at the building location will have the chance to add to their hours to cover the job with an eight (8) hour maximum per day per employee. Substitute employees will not work more hours per day than regular employees, in the assigned locations, as long as regular employees desire the hours.

ARTICLE 10 – HOURS, OVERTIME AND PREMIUM PAY

Section 10.1

The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay. The Board will not call in supervisors to perform work normally performed by a member of the bargaining unit to circumvent overtime.

Section 10.2

- A. The normal daily work schedule for regular full time operational employees shall be eight (8) hours, excluding one half (1/2) hour non paid lunch period except that employees who are employed in a one custodian school building shall have a one half (1/2) hour lunch period as follows: fifteen minutes paid and fifteen minutes non paid. The normal workweek shall be forty (40) hours, five (5) days and eight (8) hours each day.

Notwithstanding the normal eight (8) hour, five (5) day work schedule, during the summer months the employer, in its discretion, may establish a ten (10) hour, four (4) day work schedule.

- B. The normal work day for regular full time cafeteria employees shall be six (6) to eight (8) hours, excluding one half (1/2) hour non paid lunch period. The normal work week shall be thirty (30) to forty (40) hours, five (5) days at six (6) to eight (8) hours each day.
- C. The normal daily work schedule for regular full time hall supervisors shall be eight hours, excluding one half (1/2) hour non-paid lunch period. The normal work week shall be forty (40) hours, five (5) days at eight (8) hours each day. It is understood that hall supervisors will work when school is in session and pupils are in attendance in buildings where employed but it does not preclude their being eligible for employment under section 9.14.A.

Section 10.3

- A. The normal work week for all employees other than third shift employees and senior high boiler operations shall commence with the start of the shift on Monday and shall extend through midnight of the following Friday. Senior high boiler operators normal work schedule shall commence at 11:00 p.m. on Sunday and shall extend through 7:30 a.m. on the following Friday.
- B. Third shift employees' normal work schedule shall commence at approximately 11:00 p.m. on Monday and shall extend through approximately 7:30 a.m. on the following Saturday. The normal work week for the computation of overtime shall be from 4:00 a.m. Monday through 4:00 a.m. of the following Monday.
- C. Long term reduction or extension of hours will be discussed in a special conference called by the employer. Short term reductions or extensions are exempt from special conference.
- D. The Board may establish a senior high custodian assignment which will commence on Tuesday and extend through Saturday. This assignment will be posted and the notice shall set forth the hours of work and a general description of the duties.

Section 10.4

Operational employees are normally changed to day shifts during the summer vacation holiday periods. Requests to work other hours than the normal procedure will be submitted to the Custodial Supervisor of Operations, who will consider the validity of the request and will give equal consideration to each one.

Section 10.5 - Operational Group and Hall Supervisors Group

When conditions necessitate the cutback of one shift and the extension of another shift, the following procedure will be followed:

- A. The necessary number of the least senior employees shall be removed from the building and shift that is being cut back.
- B. Employees in building that will be affected by the shift change shall be notified of the change being made five (5) working days prior to the change.
- C. Any least senior employee so removed or affected by the move shall have the right to fill the vacancies of the extended shift first. Volunteers on a district-wide basis within the affected classification will be given the opportunity to transfer into the extended shift on a seniority basis. If no volunteers apply for the shift, then the employees so removed shall be able to exercise seniority rights to remove a less senior employee in that classification within the District.
- D. The least senior employees who remain unplaced after all moves are completed shall have the option of filling vacancies on the extended shift or to accept a layoff.

Section 10.6 – Work Hours

1. Operational Group

All work performed in excess of forty (40) hours worked in a normal work week will be paid at the rate of time and one-half (1½). Previously scheduled vacation days, floating holidays and snow days shall be considered days worked. All work performed on Sunday (excluding regularly scheduled hours) will be paid at the rate of double time. All work performed on holidays will be paid at double time for all hours worked plus holiday pay providing the employee is eligible for such holiday pay. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payments.

- A. Overtime will be distributed as equally as possible among the eligible employees in the desired classification at the building/installation where the work is required.
- B. Authorized custodial overtime will be performed by custodians on a rotation basis according to seniority within the building/installation. When authorized overtime cannot be filled within the building/installation, it shall be filled by an employee on a rotation basis according to seniority within the custodial group. A “no” answer constitutes a turn.
- C. Head Custodians Assistant Head Custodians, and High School A rates in all buildings will have the first opportunity for weekend and holiday building checks if required by the District.

- D. Boiler operators at the high schools will rotate all boiler and pool checks if required by the District.
- E. All athletic runs and all other bus-related overtime will be on a rotation basis and kept on separate lists.
- F. Overtime within the maintenance department will be reasonably rotated and equalized within a classification. In case of an emergency call, the overtime the employees work will not be counted toward the rotation of the normal scheduled overtime unless it exceeds the call-in time specified herein.
- G. All hours worked will be paid as specified in this Section. No employee will be given compensatory time off in lieu of being paid except on days on which the school is closed due to an Act of God.
- H. Overtime lists will be posted and kept up to date in all buildings/installations by the head custodian or supervisor.

2. Cafeteria Group

- A. Cafeteria employees shall be paid time and one half (1 ½) their regular straight time hourly rate for all hours worked in excess of forty (40) hours in any one week. Two (2) times the employee's regular straight-time hourly rate shall be paid for all hours worked on Sundays. All work performed on holidays will be paid at the rate of two (2) times the employee's regular straight time hourly rate plus holiday pay.
- B. Hours worked on special functions will be at the rate of time and one-half (1½) after eight (8) hours except in cases of recall. If an employee returns after completing his/her regular scheduled hours s/he is to be paid time and one-half (1½). At the beginning of the eleventh (11th) hour employees will be paid double time for all hours worked.
- C. The manager of food services shall determine the level of supervision and staffing required whenever a cafeteria and/or kitchen is used for functions. Any food service employee who is called in to work at an event at a time other than his/her normal hours shall be guaranteed two (2) hours of work.
- D. All hours worked will be paid as specified in this Section. No employee will be given compensatory time off in lieu of being paid except on days on which the school is closed due to an Act of God.
- E. Overtime and extra hours lists will be posted and kept up to date in all buildings/installations. Annually, assignments shall be made on a rotation basis starting with the highest seniority.

3. Hall Supervisors Group

- A. All work performed in excess of forty (40) hours in a normal work week will be paid at the rate of time and one half (1½). All work performed on Sunday will be paid at the rate of double time. All work performed on holidays will be paid double time for all hours worked plus holiday pay providing the employee is eligible for such holiday pay.
- B. Overtime will be distributed as equally as possible among the hall supervisors at the building/installation where the work is required on a rotation basis according to seniority. When overtime cannot be filled within

the building/installation, it shall be filled by hall supervisors on a rotation basis according to seniority from other buildings/installations.

In both cases, a "no" answer constitutes a turn.

- C. All hours worked will be paid as specified in this Section. No employee will be given compensatory time off in lieu of being paid except on days on which the school is closed due to an Act of God.
- D. Overtime lists will be posted and kept up to date in all building/installations by the building administrator in charge of the hall supervisors.

4. Operational Group – Bus Drivers

Bus drivers will be employed as needed to drive regular bus runs. The minimum call-in pay will be two (2) hours and the drivers will be expected to be on duty during the minimum call-in period to perform their regular run, other emergency runs and related job assignments. Regular guaranteed eight (8) hour positions will be phased out as vacancies occur due to resignations, termination or transfers. In lieu of the current staffing level of ten (10) combination driver-maintenance positions, the Board will create four (4) full-time Maintenance "B" positions as the staffing level is reduced to the equivalent of one maintenance position and each subsequent reduction equivalency of one until four (4) new positions are created. Continued maintenance of this level of staffing is subject to the availability of funding each budget year.

All bus drivers shall be placed on a rotation list for overtime and extra time originally by seniority. A new driver shall be placed on the list and charged with the highest hours charged any driver on the list. The driver with the least hours charged shall be given the overtime or extra time assignment unless it will occur during the drivers regularly assigned hours. A driver not available because of regularly assigned hours during the overtime or extra time assignment shall not be charged for the overtime or extra time offered. On the first full day that school is in session, ten (10) month bus drivers will be assigned an average of the bus drivers' overtime earned by fifty-two (52) week drivers from July 1.

Overtime shall be applicable for all work performed in excess of forty (40) hours in a normal work week and will be paid at a rate of time and one half (1 1/2). All work performed on Sunday will be paid at the rate of double time. All work performed on holidays will be paid at double time for all hours worked plus holiday pay providing the employee is eligible for such holiday pay.

Current drivers shall, in seniority order, select their driving route (package) for the school year in August. Routes shall be available for review at least 24 hours before selection.

All routes shall be specifically identified and placed on the table for consideration. For example, in 1999 – 2000 the general packages consisted of:

- a. One (1) – eight hour, twelve (12) month driver/utility position.
- b. Four (4) – eight (8) hour, ten (10) month positions.

- c. Five (5) – six (6) hour, ten (10) month positions; two (2) with two (2) hour custodial assignments, twelve (12) month positions.
- d. Seven (7) – four (4) hour, ten (10) month positions; five (5) with four (4) hour custodial assignments, twelve (12) month positions.

Combination packages may change on an annual basis. Each part of the combination package shall be selected in seniority order. The administration shall consult with and inform driver's representative(s) of developments in combination packages prior to the annual route selection.

Any open route remaining at the end of the selection process shall be declared a vacancy and shall be posted to the membership.

The Board agrees that during the term of this agreement, that at least 2.0 FTE's of custodial or maintenance staffing will be allocated to combination positions.

It is recognized that a mechanic(s) may be assigned a regular daily responsibility of driving students in addition to his/her regular full time assignment for a period of time not to exceed two (2) months without re-evaluation of the operational needs.

- A. A driver who is available and refused overtime or an extra time run shall be charged with the overtime or extra hours involved and placed on the list according to total hours.
- B. All overtime or extra time hours worked beyond the regularly assigned hours shall be charged to the driver for purposes of determining position on the rotation list.
- C. Bus driver actual hours worked will be used to determine their position on the rotation list and shall be counted as straight time hours regardless of what rate is being paid.
- D. Drivers offered overtime or extra time hours shall be notified as early as possible, normally no later than twenty-four (24) hours in advance of the scheduled trip. Those drivers not notified within twenty-four (24) hours and not accepting shall not be charged the overtime or extra hours on the assignment offered.
- E. A continuous record of the overtime or extra time hours charged to each employee shall be posted and updated following each bi-weekly pay period. At the conclusion of each four (4) week period, an effort will be made to equalize overtime and extra trip hours in the subsequent four (4) weeks. Deviations not in excess of three (3) hours will be considered equal. Each July the employee on the bus driver rotation list with the lowest hours showing shall have the hours reduced to zero hours. All other drivers shall be reduced the same number of hours.
- F. A driver shall not be allowed to exchange an overtime or extra trip assignment with another driver or accept an overtime or extra trip assignment unless approved by the manager, transportation services.

- G. A probationary driver shall not be offered or charged overtime or extra trip assignments involving runs outside the District unless all seniority drivers refuse the trip.
- H. In the event the transportation office is notified the same day the need exists involving an overtime or extra time assignment and the driver(s) next on the list cannot be contacted within three (3) hours of the overtime or extra time assignment, the driver next on the list who can be contacted shall be offered the overtime or extra time assignment.
- I. Extra trip buses will be assigned by the Manager, Transportation Services, and the lack of availability of the driver's choice of bus does not qualify as a valid reason for rejecting the trip or not charging hours on the point system.
- J. Vacancies created when bus drivers are on approved, extended leaves of ten (10) days or more will be filled in the following manner:
 1. The vacancy will be offered to the senior driver and then the next senior driver, etc. The driver who accepts the temporary vacancy shall have his/her route filled by a substitute.
 2. Bus driving temporary vacancies on a day-to-day basis will be filled by substitute employees.
 3. Substitute drivers will not be assigned field trips unless no other drivers are available.
 4. During the bidding for regular runs, four (4) hour drivers will be allowed to bid as back-up drivers on eight (8) hour runs.
- K. Bus drivers disqualified from driving due to failure to pass the tests required by law will be permitted to fill an open vacancy for which they qualify for thirty (30) work days or until they requalify for driving, whichever comes first.

Section 10.7

Approved compensable leave days and unworked holidays will count as days worked in computation of overtime at the end of the work week.

Section 10.8 Call in Time

When an operational employee is called in for work by the employer or his/her agent, he/she will be guaranteed a minimum of two (2) hours overtime. Whenever the use of school facilities is authorized, it shall be the responsibility of the Board to arrange for adequate supervision and custodial service to protect school property; custodial service will be performed by the bargaining unit. This Section will also apply to hall supervisors.

As an exception to the above, a custodian will not be required if a building is being used by the members of a high school co-curricular activity during the hours of 1:00 p.m. to 6:00 p.m. on Sunday. This exception does not include any use of the pool.

Section 10.9 Rest Periods

- A. All operational employees and hall supervisors in the Bargaining unit will have a fifteen (15) minute break in the first half of their shift and a fifteen (15) minute break in the second half of their shift provided, however, no job shall be closed

down. The fifteen (15) minute break will take place on the school premises where the work is being performed.

- B. The relief and lunch period for cafeteria employees shall be as follows:
 - 1. Employees regularly scheduled to work four (4) to four and one half (4 ½) hours per day shall be entitled to paid relief time not to exceed fifteen (15) minutes and a thirty (30) minute unpaid lunch period, exclusive of the regularly scheduled hours of work.
- C. Bus drivers will receive up to one (1) hour uninterrupted lunch period

Section 10.10 Shift Differential

An employee starting his/her shift between 3:01 a.m. and 12:00 p.m. shall be considered to be on the first shift. An employee starting his/her shift between 12:01 p.m. and 8:00 p.m. shall be considered to be on the second shift. An employee starting his/her shift between 8:01 p.m. and 3:00 a.m. shall be considered to be on the third shift. The regular hours of each position at the time of the posting shall be specified on the posting for said position.

All employees working the second shift will receive a twenty cent (.20¢) an hour shift premium. All employees working the third shift will receive a twenty-five cent (.25¢) an hour premium.

ARTICLE 11 – PAID LEAVES DEDUCTED FROM SICK LEAVE

Section 11.1 – Purpose

Pay for sick leave time will be provided on an accumulation basis, for the primary purpose of protecting an employee's income during protracted periods of unavoidable absence due to illness or accident.

Section 11.2 – Annual Accumulation

Employees shall be entitled to a sick leave accumulation at the rate of one half (1/2) day per month through the fifth (5th) year of continuous employment. Beginning with the sixth (6th) year of employment, days will accumulate at the rate of one (1) day each month. Employees may accumulate up to a maximum of one hundred sixty (160) days. The day as used herein, as the basis for accumulation, shall be the schedule of daily hours to which each employee is assigned. Probationary employees will accumulate one half (1/2) day per month sick leave during their probationary period but may not utilize such leave until obtaining seniority. These accumulated days may be applied to termination as described in Section 23.1.

Effective July 1, 1994, seniority cafeteria employees shall be entitled to a sick leave accumulation at the rate of three-tenths (3/10) of one (1) day per month through the fifth (5th) year of employment. Beginning with the sixth (6th) year of employment, days will accumulate at the rate of six-tenths (6/10) of one (1) day each month. Effective July 1, 1998, sick days shall accumulate from one (1) year to the next year. The day, as used herein, as the basis for accumulation, shall be the schedule of daily hours to which each employee is assigned. After exhaustion of an employee's regular sick bank days, those sick days which are in an employee's bank as of June 30, 1994, which days were frozen pursuant to the terms of Article 11, Section 2 of the 1994-97 collective bargaining agreement, may be utilized by the employee commencing on the thirty-first (31st) consecutive work day of absence due to a long-term personal illness/disability. A long-term illness/disability shall be defined as an illness/disability for which the employee has been certified by a physician as being unable to return to work for a period of time in excess of thirty (30) work days. Unused days in the employee's June 30, 1994, sick bank may be applied to termination pay as described in Article 23, Section 23.1.

Section 11.3 – Sick Leaves – Use

Sick leave may be used in accordance with the schedule specified herein, for personal or family illness.

- A. Personal illness: bona fide physical incapacity to report for and discharge duties, to the extent of unused sick days accumulated (includes maternity).
- B. Family illness: bona fide pressing need due to illness for an employee's spouse or children or parents to a total of five (5) days annually. Not more than one (1) day will be allowed to a father when his wife is giving normal birth.
- C. Upon written request to the superintendent's office through the building principal, employees may obtain approval for absence in connection with participation in recognized religious observances. Requests for such approved absence should be delivered to the Human Resources Office at least two (2) days in advance.

- D. Sick leave may appropriately be used for the following purposes: death of a near relative such as mother, father, brother, sister, wife, husband, child, mother-in-law, father-in-law, grandparents of the employee, grandchildren, uncle or aunt or other relative with whom the employee has lived in the same household for an extended period of time. Up to three (3) days leave will be granted to the employee except where extenuating circumstances exist, in which case special consideration will be given for additional time up to five (5) days.

Section 11.4 – Sick Bank

After exhaustion of paid sick leave described in Sections 2 and 3 above, or the seniority employee's use of sixty (60) accumulated paid leave days (whichever occurs first), the School District will pay full salary, according to the maximum number of days scheduled below, for personal illness of a seniority employee requiring home care, nursing home care or hospitalization.

Such paid leave days are not cumulative, may not be applied to other paid leave, nor count towards any termination pay or death benefit.

An employee shall have to wait ten (10) working days from the time his/her personal leave is exhausted until he/she is eligible for the additional sick leave benefits provided in this section.

Effective July 1, 2000, the School District shall fund one hundred fifty (150) paid leave days to the Sick Leave Bank. On each July 2 thereafter for the life of this Agreement, the School District shall fund to the sick leave bank the lesser of the following: (a) one hundred fifty (150) paid leave days; or (b) a sufficient number of paid leave days to bring the total number of paid leave days in the Sick Leave Bank to four hundred (400). On July 1, 2000, the Operational Group and Hall Monitors will each contribute one (1) day to the bank. This day will be prorated for part-time employees. On July 1, 2001, and on each July 1 thereafter for the life of this contract, all employees will contribute one (1) day to the bank if the total number of days remaining in the bank on July 1 from the previous year falls below one hundred (100) days. Part-time employees will contribute a pro-rated amount.

The School District will administer the Bank. The administration of the Bank is not subject to the grievance procedure.

<u>Employment Year</u>	<u>Maximum Number of Days to be Used During the Period of this Agreement</u>
Second (2 nd)	Twenty-five (25) days
Third (3 rd)	Thirty (30) days
Fourth (4 th)	Forty-five (45) days
Fifth (5 th)	Fifty (50) days
Sixth (6 th) and thereafter	Sixty (60) days

Above schedule of days to be prorated for part-year and part-time employees. Employees working part-year will be prorated at the rate of seventy-five percent (75%) of the above listed days.

When an employee becomes eligible for long-term disability as provided in Article 21, Section 21.1, he/she shall not be eligible for the benefits provided in this section.

Section 11.5 – Jury Duty

An employee will be compensated the difference between the daily amount received from jury pay and that which he/she would normally receive on a straight-time basis.

ARTICLE 12 – UNPAID LEAVES OF ABSENCE

Section 12.1

Unpaid leaves of absence shall be granted through the Human Resources Office upon written request for a period not to exceed one (1) year for the following purposes: health, child care, military service, and Association staff work or office holding as described hereinafter.

Section 12.2

A health leave must be recommended by a physician. At the expiration of such leave, the employee must either return or resign, unless a special extension is recommended by the physician and granted by the Director of Human Resources. Notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to return to his/her duties.

An employee who returns to his/her duties in a period of less than thirty-one (31) days shall return to his/her former position and location.

Section 12.3

Employees who are inducted into the armed services will be granted leaves in conformance with conditions established by federal and state laws.

Section 12.4

A child care leave of up to one (1) year shall be granted by the Human Resources Office to a seniority employee requesting said leave in writing.

Section 12.5

A leave of absence to a maximum of one (1) employee in any year shall be granted for the purpose of service in a full-time elected or appointed office with the Association. Such leave of absence may be renewable upon the approval of the Human Resources Office.

Section 12.6

Vacancies created through granting of non-compensable leave shall be filled as provided in Section 9.12 of this Agreement.

Section 12.7

An employee who has not returned under Section 12.2 above, shall be assigned to the first available position for which he/she is qualified, subject to the provisions of the Family and Medical Leave Act. He/she shall then be eligible to move without bidding to the first position open which is commensurate with the position he/she held prior to his/her leave.

Section 12.8

The administration may grant unpaid leaves not to exceed thirty (30) calendar days in which event the employee would return to his/her former position and location. Vacancies would be filled as described in Section 9.12. Employees are expected to request such leaves at least one (1) week in advance except in cases of emergency.

Section 12.9

Upon expiration of the leave, any employee who has not submitted a written request for reinstatement or the extension of his/her leave shall be deemed to have resigned. Extensions of leaves shall be at the discretion of the Board.

ARTICLE 13 – MISCELLANEOUS

Section 13.1

It is mutually understood and agreed that part-time permanent custodians are employed and that their work assignments shall be within the hours established for the particular shift for which they are assigned.

Section 13.2

Bulletin board space will be provided in each building for the Association's use in posting notices pertinent to the official business of the Association. The Association shall also have access to inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the Custodial Supervisor of Operations.

Section 13.3

The Association will be permitted the use of school facilities for the regular and special business meetings of the union and for committee meetings on Association business providing such use is requested and can be arranged in advance without disrupting other commitments for the use of premises and without incurring additional cost to the School District.

Section 13.4

New jobs in the Bargaining Unit may be created by the administration. The Association will be notified upon the creation of a new job and the parties shall meet to mutually agree upon the qualifications, job descriptions and wage rates for the particular job, and to establish the rate at an appropriate place in the wage structure.

Section 13.5

Safety problems and recommendations shall be a proper subject for special conferences as elsewhere provided.

Section 13.6

The Board may schedule meetings for bus drivers from time to time as needed. Pay for these sessions will be made at the employee's regular straight-time rate unless overtime provisions apply or unless other arrangements are mutually agreed upon.

Section 13.7

All additional schooling required by the Board of Education to improve the skills of an employee will be paid by the Board of Education. This includes fees, tuition expenses and time lost from work.

All schooling required by the Board of Education to improve the skills of cafeteria employees will be paid by the Board of Education. This includes fees, tuition expenses and time lost from work.

Section 13.8

All meetings called by the administration will be paid by the Board. This situation will not apply to special conferences or to the processing of grievances which matters are dealt with in other Sections of this Agreement.

Section 13.9

When an employee uses his/her car to perform services at the direction of the supervisor, he/she shall be compensated for mileage driven at the prevailing IRS rate.

Maintenance employees who carry heavy tools and equipment on a regular basis at the direction of the District Maintenance Supervisor shall be compensated at the rate of forty-five dollars (\$45.00) per month for such hauling in their personal car or vehicles.

Section 13.10

The Board will pay the annual cost of chauffeur's license and/or CDL for all employees required to have them at the conclusion of the probation and/or trial period.

Section 13.11

When the superintendent closes all schools for the entire day due to an Act of God, the employee who is unable to report for work will be paid for normal hours of employment. Any employee who works during this period shall be paid and given compensatory time at a later date mutually agreeable to the employee and the Board.

Section 13.12

If the need arises, the parties shall meet in special conference to negotiate job descriptions.

Section 13.13

Tools deemed necessary for the operation of the school shall be provided by the Board. Hand tools normally associated with the trade shall be the responsibility of the employee. The Board will replace all authorized hand tools worn or broken through normal use on school maintenance. Such tools will be replaced by tools of comparable quality. Employees, upon leaving employment with the District, are accountable for the return of all District owned tools and equipment which does not include tools and equipment replaced as provided above.

Section 13.15

With the exception of MESSA/Blue Cross/Blue Shield, any reference to any insurance carrier or contract administrator is intended to be illustrative of the nature of benefits to be provided, and so long as insurance benefits of substantially equivalent levels are provided, the Board retains the right to determine the insurance carrier to provide the coverage. Any carrier's determination of coverage or benefits shall be final and binding on all parties.

Section 13.16 – Dual Hospital/Medical Insurance Coverage

The Board shall not be required to provide hospital/medical insurance coverage to an employee hired on or after June 30, 1988 who is covered under another hospital/medical insurance plan or policy. The employee must certify to the Director of Human Resources office that he/she is not knowingly covered under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board.

Section 13.17 – Drug and Alcohol Testing

All employees shall be subject to reasonable suspicion drug and alcohol testing.

Reasonable suspicion must be based on specific, contemporaneous, articulatable observations concerning the appearance, behavior, speech or body odor of the employee.

The employer may require that employees submit to such tests and examinations, including drug and/or alcohol testing and examinations, by an employer-appointed physician, clinic, hospital, nurse, technician or other qualified professional, when, in the employer's judgment, such examination is necessary to determine if the employee can perform the essential job duties of his/her position, or to determine reasonable accommodations necessary to permit him/her to perform the essential job duties, or when such examination is otherwise job related and consistent with business necessity. The employee shall sign such medical release forms, and other documents, which are necessary to permit the employer to receive reports, only for the purposes provided for in this paragraph. The employee's failure to sign such documents and medical release forms as provided for in this section, or the employee's failure to submit to such tests and examinations as permitted by this section, may, in the employer's discretion, be disciplined up to and including discharge. Test results will be kept separate from the personnel file and will be strictly confidential.

Section 13.18

If any Article or Section of this Agreement, or any Appendix thereto, is invalid by operation of law, or is held to be invalid by any court or tribunal, from which no appeal has been taken, then that provision shall have no force or effect, but the remaining Articles and Sections of this Agreement, and Appendices thereto, shall not be affected thereby.

Section 13.19

It is the employee's responsibility to keep the employer informed of his/her current address and telephone number. Employee's address and telephone number, as it appears on the employee's records, shall be conclusive when used in connection with all notices and letters to employees. Each employee must notify the employer, in writing, and secure receipt thereof, of any change of address or telephone number.

Section 13.20

The parties recognize the obligations and rights of the employer in complying with, and administering, the Family Medical Leave Act (FMLA). The employer's policies, practices and procedures with respect to FMLA leaves shall be administered in compliance with and not in violation of the FMLA.

ARTICLE 14 – INSERVICE TRAINING

Section 14.1

The employer will provide a program of inservice training for custodial and maintenance employees, insofar as practical, where the employee can attend classes to increase his/her job proficiency. To encourage the employees to improve their job proficiency, a salary of five dollars (\$5.00) per month for each one hundred (100) attendance hours up to a maximum of five hundred (500) hours will be paid to employees attending and successfully completing the approved courses.

The employer shall pay the tuition for approved courses provided in neighboring school districts that will add to the knowledge and abilities of the employee. The employee must attend the classes on his/her own time and fulfill the requirements for the satisfactory completion of each course in order to receive credit.

All employees authorized to attend summer inservice institutes or seminars shall not lose their regular pay during the period of attendance. The Board agrees to pay registration fees and room and board, if required. Transportation arrangements will be made by the Board. All hours will be credited to this Section.

Section 14.2

The employer will allow the cafeteria employees to attend school lunch programs as approved in advance by the Manager, Food Services. The following compensation will be paid to employees attending and successfully completing the approved courses:

30 hours	\$1.00 per month
60 hours	\$2.00 per month
90 hours	\$3.00 per month
120 hours	\$4.00 per month
150 hours	\$5.00 per month

This amount will be paid with the first check of each month.

Section 14.3

If, and when training is provided to Hall Supervisors within the county or state or set up locally, the parties will meet in special conference to provide for the attendance of these employees and to agree on the compensation to be granted.

ARTICLE 15 – HOLIDAYS

Section 15.1

The following shall be recognized as paid holidays:

Twelve (12) month employees

Day before New Year's
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas day
Floating day*
Floating day**

Ten (10) month employees

New Year's Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas day
floating day*
floating day**

*One (1) floating holiday for all employees hired prior to December 1 of the applicable school year, to be taken when school is not in session, requested in writing and approved by the District Maintenance Supervisor, at least five (5) working days in advance of the date requested. Payment for hall supervisors and cafeteria employees will be made in the second pay in December in lieu of day off.

**Commencing July 1, 1989, one (1) floating holiday for all employees hired prior to December 1 of the applicable school year, to be requested in writing and approved by the Custodial Supervisor of Operations, at least five (5) working days in advance of the date requested. Payment for hall supervisors and cafeteria employees will be made in the second pay in December in lieu of day off.

Section 15.2

All full time eligible employees who are not required to work on any of the above holidays shall receive eight (8) hours pay at their regular straight time hourly rate for such holiday, and eligible employees who work less than an eight (8) hour day shall receive a pro-rata holiday payment based on their normal work day.

Section 15.3

If one of the above holidays falls on Sunday, the Monday following shall be recognized as the holiday and, if one of the above holidays falls on Saturday, the previous Friday shall be recognized as the holiday; provided, however, that if school is in regular session, then the employee shall be given an additional vacation day in lieu of the holiday.

Section 15.4

In order to be eligible for holiday pay the employee must work the last work day immediately preceding the holiday or the next work day immediately following the holiday, unless the employee is absent due to illness for four (4) consecutive days or more which encompass the holiday in which event the employee shall receive holiday pay not to be charged against sick leave.

Section 15.5

If a payday falls on a holiday, the Board will make every reasonable effort to see that the employees receive their paychecks prior to the holiday.

ARTICLE 16 – VACATIONS

I. Twelve (12) Month Operational Group Employees

Section 16.1

All employees on the seniority list who have been employed continuously for one (1) year or more, shall be entitled to an annual paid vacation of ten (10) working days. After five (5) years continuous service, an employee shall be entitled to one (1) additional day of vacation for each additional year of service to a maximum of twenty (20) working days after fifteen (15) years of continuous service.

Section 16.2

Vacation days as computed above shall be prorated for any eligible employee employed on a less than eight-hour day basis. Vacation provisions for the hall supervisors group shall apply to part-time bus drivers except that they will be paid accumulated credit on the last payroll in June.

Section 16.3

Normally, vacations will be taken during the summer months. If an employee desires a vacation other than during the summer months, and it does not interfere with the efficiency of the operation nor add to the cost to the School District, then permission will be granted. Vacations must be requested in writing to the appropriate operational supervisor at least five (5) work days in advance.

Section 16.4

When two (2) or more eligible employees in the operational group have submitted a written request to the appropriate operational supervisor on or before ninety (90) days prior to the vacation during the same period, and the appropriate operational supervisor determines that the work schedule makes it impracticable to grant vacations to all employees requesting such period, then approval shall be accorded based upon seniority. Written requests received by the appropriate operational supervisor in less than ninety (90) days will then be granted in order of receipt provided that granting such a request does not interfere with the efficiency of the operation nor add to the cost to the School District.

Section 16.5

Vacations shall not be accumulated and must be taken in the school year in which the vacation is granted. As an exception, vacations may be taken during the July following the school year in which the vacation is granted.

Section 16.6

When a contract holiday falls within an employee's vacation period, an additional day of vacation will be added to the employee's vacation period.

Section 16.7

Employees who voluntarily terminate their employment with the District in good standing shall be paid the unused portion of their earned vacation in lieu thereof provided one (1) week's written notice of said termination is given to the Board.

Section 16.8

If an employee is laid off or retired, the employee may receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who has received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.

II Hall Supervisors and Part-Time Bus Drivers

Section 16.9

All employees on the seniority list who have been employed continuously for one (1) year or more, but less than five (5) years, shall be entitled to annual paid vacation of nine (9) working days. An employee with five (5) years of continuous service or more shall be entitled to one (1) additional day of vacation for each additional year of service up to a maximum of seventeen (17) working days.

Vacation provisions for the twelve-month Operational Group will apply to ten-month employees who work in an operational position during the entire summer.

Hall Supervisors not working during the summer months will be paid accumulated vacation credit on the last payroll in June.

Section 16.9.

Vacation days as computed above shall be prorated for any eligible employee employed on a less-than-eight-hour-day basis.

Section 16.10

Vacation pay shall not be accumulated and will be paid as follows:

1. Five (5) days at Spring Vacation with the regular payroll check for this pay period.
2. The balance of entitled days to be paid as a separate pay period, but included with the last payroll check in June.

Section 16.11

Sections 16.7 and 16.8 of Section I apply equally to ten (10) month Hall Supervisor and part-time Bus Driver employees.

III. Cafeteria Group:

Section 16.12

For each year of the contract, in lieu of vacation, a one-time off-schedule payment shall be made to each cafeteria employee equivalent to one-percent (1.0%) of his/her wage earnings from the previous year.

ARTICLE 17 – UNIFORMS

Section 17.1 – Operational Uniform Allowance

The employer will pay an annual uniform allowance of one hundred-seventy five (\$175) dollars. Annual payment will coincide with the beginning of the school year.

Section 17.2 – Foul Weather Uniform

All operational employees who are required to work outdoors on a regular basis shall be equipped with foul weather gear as approved by their supervisor.

Section 17.3 – Cafeteria Uniform Allowance

The employer shall pay an annual uniform allowance to each employee covered by this agreement in the amount of one hundred (\$100.00) dollars.

This uniform allowance shall be paid annually at the beginning of the school year.

Section 17.4 – Hall Supervisors Uniform Allowance

All Hall Supervisors will receive an annual uniform allowance of one hundred twenty five (\$125.00) dollars.

Hall Supervisors shall dress in accordance with the guidelines which are currently in effect and established by the principal of the building within which they work. Uniform allowance shall be paid annually at the beginning of the school year.

Section 17.5 – Safety Shoe Allowance

Upon presentation of a receipt to the Custodial Supervisor of Operations, eligible employees shall receive seventy-five (\$75) dollars every two years for the purchase of safety shoes.

ARTICLE 18 – LONGEVITY

All employees shall be granted longevity pay as follows:

Completed five (5) years	\$114.00
Completed ten (10) years	\$228.00
Completed fifteen (15) years	\$342.00
Completed twenty (20) years	\$456.00

Payment for the operational group will be made with the first pay in July. Employees whose anniversary date falls after July will receive a prorated share of entitled longevity pay.

Payment for cafeteria employees and hall supervisors will be made at the beginning of the school year.

ARTICLE 19 - HOSPITALIZATION, DENTAL AND VISION INSURANCE

Section 19.1.

Effective October 1, 2000, the Board of Education will provide MESSA TriMed hospitalization program for all eligible regular employees covered by this agreement.

The District's contribution toward health insurance premiums shall be established at the MESSA Tri-Med premium amounts for single, two-person, and full family for the duration of the contract.

Effective October 1, 2000 (and subject to the approval of MESSA), the Board of Education will also offer the MESSA Super Q Program to all eligible employees covered by the agreement. All employees electing the Super Q Program will pay the difference between the monthly Super Q rate and the District funded amount. This shall occur through payroll deduction.

Employees hired after January 1, 2004 shall be eligible for District funding for health insurance premiums at the single-subscriber rate until he/she completes twenty-four (24) months of employment. The employee may purchase additional insurance up to full family coverage.

The parties recognize the importance of health insurance coverage and cost control. To facilitate agreement and protect both parties, the parties agree, barring ratification of a successor agreement by both parties, that effective June 30, 2006, each employee participating in the health insurance plan shall contribute a monthly amount of \$75.00. Said contribution will be made through payroll deduction.

Section 19.2

If an eligible employee does not elect hospital/medical coverage, the employee shall receive a cash payment through the cafeteria plan in the amount of eight hundred dollars (\$800.00). Said employee shall be paid on a pro-rata basis according to the percentage of position for which the employee is hired. Employees may apply this amount to a tax sheltered annuity account (403b) through an annual election.

Section 19.3

Employees may contract with the Board of Education to defer income for purposes of purchasing tax-deferred annuities from Board approved companies.

Section 19.4

An eligible regular employee who works four (4) hours or more per day but less than six (6) hours per day shall be entitled to payment by the Board of fifty percent (50%) of the premium for benefits as herein provided; provided the employee authorizes in writing a payroll deduction for the balance of the premium. An employee working six (6) hours or more per day shall be entitled to full benefits.

Section 19.5

Should the MPSERS delete supplemental Medicare coverage, the District agrees to reinstate the provisions regarding such health insurance coverage for employees as defined in the 1985 – 88 contractual agreement and effective on the MPSERS deletion of coverage date.

Section 19.6

Additional benefits may be purchased, such as sponsored dependent and family continuation, on an individual basis by payroll deduction; however, it is agreed that additional costs will be borne by the employee.

Section 19.7

Premiums for insurance benefits for employees on non-compensable sick leaves shall be paid by the Board for a period of ninety (90) days.

Section 19.8

The Board shall continue to provide all eligible employees with the current dental insurance coverage which consists of payment for reasonable and customary charges according to the following schedule:

100%	Oral Examination, cleaning, bitewing x-rays and topical application of fluoride solution
50%	Balance of routine treatment
50%	Major Treatment
\$1000	Maximum payment in any one calendar year for routine and major expense per covered person
\$1000	Maximum lifetime orthodontic treatment for each complete course

Section 19.9

Eligible employees will be provided with same vision plan as is currently provided the ROESA/MESPA bargaining unit:

Complete visual analysis charge 100% of reasonable and Customary charge;

Lens, each:

Regular

100% of reasonable and customary charge

Bi-Focal

100% of reasonable and customary change

Tri-Focal

100% of reasonable and customary change

*Contact \$40

Frames

100% of reasonable and customary changes

*Benefits of contact lenses will be payable at one hundred percent (100%) of the reasonable and customary change if visual acuity is not correctable to 20/70 in the

better with conventional lenses, but can be corrected to 20/70 or better by the use of contact lenses.

For each policy year, benefits are limited to one (1) complete visual analysis, two (2) lenses and (1) set of frames per insured person, i.e., an examination, frame and one (1) pair of corrective lenses (including prescription sunglasses, photogray lenses, or contact lenses) will be provided once in a twelve (12) month plan year for each eligible member of the family.

ARTICLE 20 – LIFE INSURANCE

Section 20.1 Group Benefits:

All Operational employees of the Bargaining Unit, regardless of the number of hours worked per week will be insured for a flat benefit of Group Life and Accidental Death & Dismemberment benefits in the amount of Twenty-five Thousand (\$25,000) Dollars. These coverages will be provided on a twenty-four hour basis, both on and off the job, including summer vacation.

Section 20.2

The Board shall provide Group Life and Accidental Death and Dismemberment benefits in the amount of Twelve Thousand Five Hundred (\$12,500) Dollars to all Hall Supervisors.

Section 20.3

The Board shall provide Group Life and Accidental Death & Dismemberment benefits in the amount of Twelve Thousand Five Hundred (\$12,500) Dollars to all cafeteria employees.

ARTICLE 21 – DISABILITY INSURANCE

Section 21.1

The Board shall provide long-term disability insurance coverage for all eligible regular Operational employees, Hall Supervisors and Cafeteria employees. Long-term disability insurance coverage shall mean income protection up to seventy (70%) percent of the employee's weekly wage for all eligible regular employees, in conformance with the terms of the policy, in cases of sickness or disability after an elapse of one hundred eighty (180) days from the initial date of sickness or disability.

Section 21.2

An employee who suffers an injury compensable under Michigan Workers' Compensation Act shall elect one of the following options after qualifying for each benefit and meeting with the Manager, Financial Services:

A. Return his/her workers' compensation benefits to the Board. The Board will then pay the injured employee his/her straight time daily wages, with no deduction from the employee's accumulated sick leave bank for a period equal to the number of days in the employee's accumulated sick leave bank or forty (40) days, whichever is less. After the lapse of the above-mentioned period, the employee shall retain his/her workers' compensation straight time daily wage and any payment received under the provisions of the Michigan Workers' Compensation Act which sum shall be deducted from the employee's accumulated sick leave bank on a prorated basis.

OR

B. Receive and retain the check from the Board or the third party administrator. The Board will then pay the employee the difference between his/her regular straight time bi-weekly paycheck and the Workers' Compensation benefits received with no deduction from the employee's accumulated sick leave bank for a period equal to the number of days in the employee's accumulated sick bank or forty (40) days, whichever is less.

After the lapse of the above-mentioned period, the employee shall continue to receive and retain his/her Workers' Compensation benefits as determined by the Michigan Workers' Compensation Act. However the employee's accumulated sick leave bank shall be reduced on a prorated basis based upon regular wages received. After the employee's accumulated sick leave bank is exhausted, the employee shall only receive Workers' Compensation benefits.

ARTICLE 22 – INSURANCE PROVISIONS

Section 22.1

All eligible employees will be covered by long term disability and life insurance benefits (with waiver of premium) upon the successful completion of their probationary period. If an employee is on paid or unpaid leave or disability leave, the Board will continue to pay life insurance premiums until time for application for waiver of premium, at which time the Board will provide the forms to the employee, but it shall be the employee's responsibility to complete the requirements necessary to qualify for waiver of premium.

Section 22.2

The Employer, by payment of the premiums to provide the coverage's as set forth in Articles 19, 20, 21 and 22 of this Collective Bargaining Agreement, shall be relieved from all liabilities with respect to the benefits provided in those Articles. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Employer or to the Association, nor shall such failure be considered a breach by either of them of any obligations under those Articles.

Section 22.3

The benefits provided in Articles 19, 20, 21, and 22 shall be subject to the terms and conditions specified in the Employer's insurance policies, and riders with the carrier, or the terms and provisions of any self-insured plan.

ARTICLE 23 – RETIREMENT

Section 23.1

Employees with ten (10) or more years of seniority shall be granted an added salary payment at their current rate of pay equal to one half (1/2) of the employee's unused accumulated sick leave but not to exceed a maximum of seventy-two (72) days upon the termination of employment, provided:

- A. The employee retires and participated in the Michigan Public School Employees' Retirement System; or
- B. The employee resigns for reasons of health; or
- C. The employee voluntarily terminates employment after giving sixty (60) days written notice.
- D. When an employee is eligible for retirement under the Michigan Public School Employees' Retirement System and retires but has not been continually employed in the School District for ten (10) years, he/she shall receive an added salary payment at the salary rate for the current year, equal to one tenth (1/10) on one half (1/2) of the employees unused accumulated sick leave for each full year of continuous service, but not to exceed fifty (50) days.
- E. A death benefit in the amount of one-half (1/2) of the employee's unused accumulated sick leave will be paid to the beneficiary designated, in writing by the employee.

ARTICLE 24 – DURATION

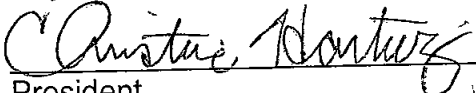
This Agreement shall be effective as of the date of the Board ratification, and shall continue in full force and effect until July 1, 2006. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no sooner than ninety (90) days nor later than sixty (60) days prior to July 1, 2006, setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely notice, the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or to modify, amend, add to, subtract from, or change this Agreement as requested. Should such notice be given in the manner set forth above, this collective bargaining agreement shall remain in full force and effect, in its entirety, on a day-to-day basis, until a successor agreement is ratified by both parties.

In the event that neither side serves up the other timely notice of desire to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until July 1, 2007 which extension shall be subject to the reopening and extension provisions set forth in this Article.


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.

IN WITNESS WHEREOF, the parties hereto have caused duplicated copies of this Agreement to be executed and have set thereto their signatures on the day and date first written.

For the Board of Education for the
School District of the City of
Royal Oak



President

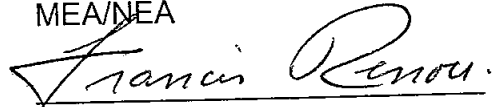


Secretary




Assistant Superintendent of Schools

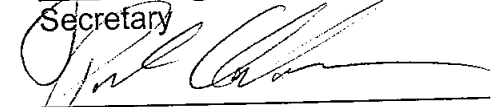
For the Royal Oak Educational
Support Personnel Association,
MEA/NEA



President



Secretary



Executive Director

Appendix A
Salary Schedule

Each employee employed at the time of ratification shall receive a retroactive, on-schedule payment for the 2002-03 school year equivalent to 2.00% of his/her wages for the 2002-03 school year if he/she was employed by the District during this period (or pro rata portion).

Increase hourly rates for the 2003-04 school year by 2.00% as contained in Appendices A1 and A2. Said payment shall be paid as follows: 1.00% first 6 months and 1.00% second six months, as contained in Appendix A1.

All retroactive salary payments for the 2002-03 and 2003-04 school years shall be paid on a separate check, and will be paid within thirty (30) days of the ratification of this agreement by both parties.

Increase hourly rates for the 2004-05 school year by 2.00% as contained in Appendices A1 and A2. If the District does not receive an increase in the foundation allowance for the 2004-05 school year, the percentage salary improvement shall be 1.75%.

Increase hourly rates for the 2005-06 school year by 2.00% as contained in Appendices A1 and A2. If the District does not receive an increase in the foundation allowance for the 2005-06 school year, the percentage salary improvement shall be 1.50%.

APPENDIX A1
Salary Schedule Operational Employees

Wage Grade	Classification		2002/03 hourly rate
AA	Journeyman	when awarded	\$18.22
A	Maintenance-Skilled**	1st 6 months	\$14.52
	Head Boiler Operators, S H	2nd 6 months	\$14.94
	Mechanics Assistant	3rd 6 months	\$15.58
		4th 6 months	\$16.21
		3rd year	\$16.93
B	Elementary Head Custodian***	1st 6 months	\$13.60
	Skilled Trade Assistant	2nd 6 months	\$14.08
	Head Groundskeeper	2nd year	\$14.52
	Senior High Afternoon Boiler Operator	3rd year	\$16.30
	Warehouse Worker		
	Bus Driver - Utility		
	Bus Driver		
	Center Head Custodian		
C	Senior High Midnight Boiler Operator	1st 6 months	\$13.17
	Assistant Head Custodian	2nd 6 months	\$13.37
	Assistant Groundskeeper	2nd year	\$13.94
	Maintenance Helper	3rd year	\$15.60
	Cafeteria Utility Worker		
	Custodian – Tuesday-Saturday		
D	Custodian - Day Shift	1st 6 months	\$13.02
	Custodian - Afternoon Shift	2nd 6 months	\$13.24
	Custodian - Midnight Shift	2nd year	\$13.60
		3rd year	\$14.87

APPENDIX A1
Salary Schedule Operational Employees

Wage Grade	Classification		2003-04 hourly rate (1 st 6 mos.)	2003-04 hourly rate (2 nd 6 mos.)
AA	Journeyman	when awarded	\$18.40	\$18.58
A	Maintenance-Skilled**	1st 6 months	\$14.68	\$14.82
	Head Boiler Operators, S H	2nd 6 months	\$15.09	\$15.24
	Mechanics Assistant	3rd 6 months	\$15.74	\$15.89
		4th 6 months	\$16.37	\$16.53
		3rd year	\$17.11	\$17.27
B	Elementary Head Custodian***	1st 6 months	\$13.73	\$13.87
	Skilled Trade Assistant	2nd 6 months	\$14.22	\$14.36
	Head Groundskeeper	2nd year	\$14.68	\$14.82
	Senior High Afternoon Boiler Operator	3rd year	\$16.46	\$16.62
	Warehouse Worker			
	Bus Driver - Utility			
	Bus Driver			
	Center Head Custodian			
C	Senior High Midnight Boiler Operator	1st 6 months	\$13.30	\$13.43
	Assistant Head Custodian	2nd 6 months	\$13.51	\$13.64
	Assistant Groundskeeper	2nd year	\$14.08	\$14.22
	Maintenance Helper	3rd year	\$15.75	\$15.90
	Cafeteria Utility Worker Custodian – Tuesday-Saturday			
D	Custodian - Day Shift	1st 6 months	\$13.15	\$13.28
	Custodian - Afternoon Shift	2nd 6 months	\$13.37	\$13.50
	Custodian - Midnight Shift	2nd year	\$13.73	\$13.87
		3rd year	\$15.03	\$15.17

APPENDIX A1
Salary Schedule Operational Employees

Wage Grade	Classification		2004/05 hourly rate
AA	Journeyman	when awarded	\$18.91
A	Maintenance-Skilled**	1st 6 months	\$15.08
	Head Boiler Operators, S H	2nd 6 months	\$15.51
	Mechanics Assistant	3rd 6 months	\$16.17
		4th 6 months	\$16.82
		3rd year	\$17.57
B	Elementary Head Custodian***	1st 6 months	\$14.11
	Skilled Trade Assistant	2nd 6 months	\$14.61
	Head Groundskeeper	2nd year	\$15.08
	Senior High Afternoon Boiler Operator	3rd year	\$16.91
	Warehouse Worker		
	Bus Driver - Utility		
	Bus Driver		
	Center Head Custodian		
C	Senior High Midnight Boiler Operator	1st 6 months	\$13.67
	Assistant Head Custodian	2nd 6 months	\$13.88
	Assistant Groundskeeper	2nd year	\$14.47
	Maintenance Helper	3rd year	\$16.18
	Cafeteria Utility Worker		
	Custodian – Tuesday-Saturday		
D	Custodian - Day Shift	1st 6 months	\$13.51
	Custodian - Afternoon Shift	2nd 6 months	\$13.74
	Custodian - Midnight Shift	2nd year	\$14.11
		3rd year	\$15.44

1. Classification Journeyman*

*The AA journeyman classification shall be limited to eight (8) positions. Only those employees holding an AA position, as of the date of this Agreement, shall continue to be assigned work within his/her specific trade (i.e., carpenter, electrician, plumber, locksmith, heating/ventilation, painter, mechanic, communication technician) a majority of the time in a school year.

2. Classification Maintenance-Skilled**

**Employees who possess a journeyman's card for a specific trade (i.e., carpenter, electrician, plumber, locksmith, heating/ventilation, painter and mechanic) shall receive additional pay at twenty-five (.25¢) cents per hour. When AA journeyman are absent for an entire day or more, skilled maintenance employees who are assigned the AA journeyman's work for an entire day or more will receive AA journeyman pay.

APPENDIX A2
Salary Schedule Cafeteria Workers

Wage Grade	Classification		2002/03 hourly rate
A	Cafeteria Supervisor, Secondary Schools	1st 6 months	\$10.03
		2nd 6 months	\$10.26
		2nd year	\$10.55
		3rd year	\$10.88
B	Senior High First Cook Baker	1st 6 months	\$9.10
		2nd 6 months	\$9.30
		2nd year	\$9.55
		3rd year	\$9.90
C	Assistant Cook Assistant Baker Salad Maker Satellite Coordinator Truck Driver	1st 6 months	\$8.03
		2nd 6 months	\$8.26
		2nd year	\$8.62
		3rd year	\$8.99
D	Cafeteria Helper Cashier Line Server Dishroom	1st 6 months	\$7.48
		2nd 6 months	\$7.70
		2nd year	\$8.06
		3rd year	\$8.54

APPENDIX A2
Salary Schedule Hall Supervisors

Classification		2002/03 hourly rate
Hall Supervisor	1st 6 months	\$12.96
	2nd 6 months	\$13.17
	2nd year	\$13.58
	3rd year	\$14.79

APPENDIX A2
Salary Schedule Cafeteria Workers

Wage Grade	Classification		2003-04 hourly rate (1 st 6 mos.)	2003-04 hourly rate (2 nd 6 mos.)
A	Cafeteria Supervisor, Secondary Schools	1st 6 months	\$10.13	\$10.23
		2nd 6 months	\$10.36	\$10.47
		2nd year	\$10.65	\$10.76
		3rd year	\$10.99	\$11.10
B	Senior High First Cook Baker	1st 6 months	\$9.19	\$9.28
		2nd 6 months	\$9.40	\$9.49
		2nd year	\$9.64	\$9.74
		3rd year	\$10.00	\$10.10
C	Assistant Cook Assistant Baker Salad Maker Satellite Coordinator Truck Driver	1st 6 months	\$8.11	\$8.19
		2nd 6 months	\$8.34	\$8.43
		2nd year	\$8.71	\$8.79
		3rd year	\$9.08	\$9.17
D	Cafeteria Helper Cashier Line Server Dishroom	1st 6 months	\$7.55	\$7.63
		2nd 6 months	\$7.78	\$7.86
		2nd year	\$8.14	\$8.22
		3rd year	\$8.62	\$8.71

APPENDIX A2
Salary Schedule Hall Supervisors

Classification		2003-04 hourly rate (1 st 6 mos.)	2003-04 hourly rate (2 nd 6 mos.)
Hall Supervisor	1st 6 months	\$13.09	\$13.22
	2nd 6 months	\$13.30	\$13.43
	2nd year	\$13.71	\$13.85
	3rd year	\$14.94	\$15.09

APPENDIX A2
Salary Schedule Cafeteria Workers

Wage Grade	Classification		2004/05 hourly rate
A	Cafeteria Supervisor, Secondary Schools	1st 6 months	\$10.40
		2nd 6 months	\$10.65
		2nd year	\$10.95
		3rd year	\$11.29
B	Senior High First Cook Baker	1st 6 months	\$9.44
		2nd 6 months	\$9.65
		2nd year	\$9.91
		3rd year	\$10.29
C	Assistant Cook Assistant Baker Salad Maker Satellite Coordinator Truck Driver	1st 6 months	\$8.33
		2nd 6 months	\$8.57
		2nd year	\$8.94
		3rd year	\$9.32
D	Cafeteria Helper Cashier Line Server Dishroom	1st 6 months	\$7.76
		2nd 6 months	\$7.99
		2nd year	\$8.36
		3rd year	\$8.86

APPENDIX A2
Salary Schedule Hall Supervisors

Classification		2004/05 hourly rate
Hall Supervisor	1st 6 months	\$13.45
	2nd 6 months	\$13.67
	2nd year	\$14.09
	3rd year	\$15.35

APPENDIX B Uniform Procedure

The Board of Education provides uniform allowances in various amounts as specified in the contract. The purpose of this benefit is to assist the employee in dressing appropriately for his/her work area, thus creating a positive image for the District. The following procedures are intended to further clarify the implementation of the uniform language in the contract.

1. The standard work uniform for all bus drivers, operational, and maintenance employees will be a dark blue shirt which will be supplied by the administration. These will be available for the employee to purchase out of their uniform allowance at 75% of the cost. There will be different styles consisting of t-shirts, short and long sleeved shirts, as well as a sweatshirt to be selected by the employee for their comfort. The above mentioned employees will be allowed to either wear dark colored slacks or may substitute blue denim slacks. Stone washed denim slacks will not be an acceptable substitute.
2. Approved work jackets may be purchased with the uniform allowance for the above-mentioned classifications. However, spending the allowance on a jacket does not exempt the employee from wearing the specified uniform at all times.
3. A plain jacket with no logo may be worn over the uniform if additional warmth is required in the workplace.
4. An employee who transfers to a new classification which requires a different uniform than already purchased, may have thirty (30) work days from the day s/he reports to the new assignment to comply with the specified uniform for the new assignment. No additional uniform allowance will be provided if an employee has already received a full uniform allowance and changes jobs. S/he is expected to conform as nearly as possible to the specified uniform during the thirty-day period.
5. There will be no proration of the uniform allowance for new employees. No employee may receive more than 100% of a uniform allowance in any work year.
6. The food service uniform consists of dark or white slacks; short sleeve cotton blouse in plain color, hard sole, closed toe shoes and hose or socks. Apron is provided by employer.
7. The hall supervisor uniform shall be in accordance with the guidelines which are currently in effect in the building in which they work.
8. Foul weather gear consisting of a weatherproof jacket and pantsuit will be provided at each building location. These are to be left in a central location and are to remain the property of the District. In addition, maintenance personnel and other positions required to spend considerable time outside will be provided foul weather gear as approved by their supervisor.

9. A safety shoe allowance will be provided by the District for approved personnel. The supervisor of custodial operations must approve the initial allowance and/or replacement after a minimum of two (2) years of use.
10. Exceptions to the above policy may be made by the Custodial Supervisor of Operations on an individual basis when the situation merits special consideration.
11. The annual uniform allowance shall be paid by individual check to each eligible employee no later than the beginning of the school year.

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