

MASTER AGREEMENT  
BETWEEN THE  
MADISON BOARD OF EDUCATION  
AND  
AFSCME LOCAL #1468  
(CUSTODIANS, BUS DRIVERS & CAFETERIA WORKERS)

OCTOBER 1, 2005- SEPTEMBER 30, 2008

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**AGREEMENT**

THIS AGREEMENT, made the thirtieth day of September, 2005, between MADISON DISTRICT PUBLIC SCHOOLS, a Michigan Municipal Corporation, hereinafter referred to as the "School District", and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AND COUNCIL 25, and chartered by the International Union of the American Federation of State, County, and Municipal employees, hereinafter referred to as the "Union", WITNESSETH:

WHEREAS, the above identified Union has secured the right to represent those employees of the School District hereinafter identified, and,

WHEREAS, the Union and the employees it represents, recognize and acknowledge the need of providing for the children of the School District as well as for all others who use school facilities, clean, safe and well ordered facilities in which to assemble, study, play, exercise, eat and otherwise spend their time as students, teachers and visitors; and,

WHEREAS, the non-teaching personnel constituting the group represented by the Union recognizes that by the nature of their duties and employment they are responsible for the proper maintenance, upkeep and operation of school facilities; and,

WHEREAS, all of the parties hereto are cognizant of the benefits to be derived, not only by the parties, but by the community as a whole, from a definitive statement of the terms and conditions under which the employees of the School district will be employed, as the same have been agreed upon through the process of collective bargaining, in which both parties hereto have participated in good faith, and,

WHEREAS, all parties recognize that the fiscal capacity of the School District is predicated solely upon taxes and other public funds.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

## ARTICLE 1

### RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School District does hereby recognize the Union as the exclusive representative of the group defined below, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and the conditions of employment for the term of this Agreement.

The group shall be defined as including all custodians (assigned inside and outside), bus drivers, hourly cafeteria workers at the High School and Middle School and satellite cook; excluding all other hourly workers, salary and supervisory personnel.

## ARTICLE 2

### BOARD RIGHTS

The Board of Education reserves all rights and powers conferred upon it by the constitution and laws of the State of Michigan and of the United States, this Agreement notwithstanding. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by

any way of limitation, the right to :

- A. Manage and control the school's business, the equipment and operations and to direct the working forces and affairs of the Employer.
- B. Continue its rights and past practice of assignment and direction of work to all of its personnel; determine the number of shifts and hours of work and starting time and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; and the right to establish, modify or change any work or business hours or days.
- C. The right to transfer and direct the working forces; including the right to hire, promote, suspend and discharge employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force, and to layoff employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
- D. Determine the services, supplies and equipment necessary to continue its operations; determine the methods, schedules and standards of operations; determine the means, methods, and processes of carrying on the work (including automation thereof or changes therein); and the institution of new and/or improved methods or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the number and location or relocation of its facilities; including the establishment or relocation of new schools, buildings, departments and divisions or subdivisions thereof, and the relocation or closing of offices, departments, and divisions or subdivisions thereof, building, or other facilities.

- H. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organizations, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
- L. The right to hire employees under a government work or work/study program to supplement the work force as long as such programs do not conflict with regular employees' normal work week.

### ARTICLE 3

#### PUBLIC ACT 379

The Union shall encourage and expect compliance from all its members to the fullest extent to the applicable section of Act No. 379 of the Public Acts of 1965 of the State of Michigan, as amended.

- A. Lockouts: No lockouts of employees shall be instituted by the employer during the term of this contract.
- B. Strikes: There shall be no strikes of any kind by the Union during the term of this contract. At no time, however, shall employees be required to act as strike breakers or to go through a picket line.
- C. Definition: As used in this Act the work "STRIKE" shall mean the concerted failure to report for duty; the willful absence from one's position; and the stoppage of work, or the abstinence in whole or part from the faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Nothing contained in this Act shall be construed to limit, impair, or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the condition or compensation of public employment or their betterment; so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

### ARTICLE 4

#### UNION SECURITY

To the extent that the laws of the State of Michigan permit, if any article or section of this contract or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained; the Union shall hold the Board harmless against any claims, demands, suits and other forms of liability resulting from such action, it is agreed that:

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union, or pay a service fee in the amount equal to the regular monthly dues for the duration of this Agreement, on or before the tenth day after, the thirtieth day following the beginning of their employment in the unit.
- C. Employees shall be deemed to be a member of the Union within the meaning of this section if they are not more than sixty days in arrears in payment of membership dues.
- D. The Board shall be notified in writing by the Union of any member who is sixty days in arrears in payment of membership dues.

## ARTICLE 5

### WITHHOLDING OF UNION DUES

The School District will, upon written authority from its employees included in the above identified group, withhold from such employee's pay the initiation fee, or the monthly membership dues owed by said employees to the Union. No employee shall be obligated to provide such written authority to the School District, and in such event, the School District shall not withhold any funds for the above mentioned purpose from such employee's pay. As often as may be agreeable to the parties hereto, but not more often than once each calendar month, the School District shall remit all funds thus withheld to the Union. The authority to withhold such funds, when once granted by the employee, shall continue until the same employee in writing shall cancel the authority to withhold such funds from his/her pay. The School District shall not be liable to the Union in any manner whatsoever for its inadvertent failure to withhold any funds due to the Union.

## ARTICLE 6

### STEWARDS AND ALTERNATE STEWARDS

The employees making up the aforementioned group to be represented by the Union may select one steward for the whole of the School District. Such selection shall, however, be subject to the following conditions

- A. The steward or local union officer shall be a regular employee working in and for the School District.
- B. Subject to all the provisions of this Article and the subparagraphs hereof, the steward may during his/her working hours without loss of time or pay, investigate or present any grievance to the School District. No steward shall leave his/her place of employment without having first advised the principal of the school within which he/she is working or the Superintendent of Schools as to his/her intention to leave his/her place of employment.
- C. No steward shall be absent from his/her place of employment for more than one (1) hour at any one time without specific permission of the Superintendent of Schools, or his designee.
- D. In every case requiring the absence of the steward from his/her place of employment during regular working hours he/she may be asked before the end of the next succeeding working day to make a report in

writing to the principal or superintendent; which shall show, among other pertinent facts, what alleged grievance he/she investigated; what persons were involved; where he/she went, the hour during which he/she was absent from his/her regular place of employment; and what action, if any, was taken.

- E. Notwithstanding any other terms of this Article or the subparagraphs hereof, the steward whenever possible shall have the responsibility of performing the whole of his/her regularly assigned work within the time limits during which such work should be performed or completed.
- F. The privilege hereby granted to the steward or a local officer to leave he/her place of work during working hours is conditioned always upon the understanding that the time will be devoted solely to the proper investigation and presentation of genuine bona fide grievances. Any abuse of this privilege granted hereby shall be sufficient cause for the School District to cancel all rights of any steward to leave his/her work during normal work hours.

## ARTICLE 7

### SPECIAL CONFERENCES

A special conference may be requested by either the Local Union or the District for the purpose of maintaining communication in order to cooperatively discuss and verbalize problems of mutual concern to both parties. Such conference shall be arranged between the President of the Local Union and the Superintendent, or his/her designated representative. An agenda, which will include a proposed time frame, will be submitted for such meetings in advance of the scheduled meeting unless otherwise mutually agreed. Both parties agree to make every attempt to resolve the issues during the proposed time frame, in the event that that is not possible both parties will mutually agree to extend the time or schedule another meeting. Union representatives are eligible to attend special conference meeting without loss of pay when such meetings are held during working hours. Appropriate subjects for the agenda are:

- A. Administration of collective bargaining agreement.
- B. General information of interest to the parties.
- C. Expression of the employee's view or suggestions on subjects of interest to the parties.
- D. Recommendations on health and safety issues.
- E. The participation of union representatives on district committees where union input would be beneficial to the parties.
- F. Each party will be limited to two representatives and one representative from Council 25, if requested by local, at each meeting, unless otherwise mutually agreed upon.

## ARTICLE 8

### PRESENTATION OF GRIEVANCE

In the event any employee or the local union is of the opinion that the employee has a grievance arising out of an alleged violation of this contract, the following procedures shall be used:

The employee may discuss the alleged grievance with his/her Union representative. Such discussions shall take place within the first fifteen (15) minutes at the beginning of said employee's regular working period, or during the last fifteen (15) minutes thereof, or, if the employee so elects, the employee may discuss the matter with his/her steward at any time outside the employee's regular working hours. The steward or local union officers shall carefully consider



whether or not the employee's statement of facts portrays the existence of an actual grievance. If the steward or local union officer is of the opinion that a genuine grievance exists, he/she shall be obligated to follow the steps of the grievance procedure.

Step 1.

Step 1 of the grievance procedure shall be an informal meeting between the building principal or the immediate supervisor and the person with the alleged grievance and the union steward, if requested by the employee. This first step of the grievance procedure shall take place within fifteen (15) workdays of the occurrence or first knowledge of the incident leading to the grievance. The supervisor shall have ten (10) work days to respond if not able to resolve the issue during the informal meeting.

Step 2.

The grievance, if not resolved at Step 1, will be submitted to the department supervisor in writing, who will have five work days in which to answer the grievance. Copies of the supervisor's answer to the grievance will be placed in writing and a copy sent to the employee with the alleged grievance and the union steward.

Step 3.

If the grievance is not resolved to the satisfaction of the union or employee, a copy of the written grievance shall be sent to the Human Resource Director or Superintendent designee within five (5) working days of the answer at Step 2. The written grievance shall include:

1. The date of the alleged violation.
2. The specific article(s) and wording of the agreement that has allegedly been violated, and the solution requested.

Failure to meet the time requirements as detailed under each section of the Grievance procedure automatically waives the right to continue the grievance. Failure to provide an answer as called for in each section shall automatically cause the grievance to be moved to the next proceeding section in the Grievance Procedure.

The School District shall have the obligation of preparing within ten (10) working days a written answer to any written allegation of grievance presented pursuant to the terms hereof, and shall serve a copy of its written answer upon the Union by delivering or mailing the same to the Union representative or to such office, or agency as is designated in the written grievance.

Step 4.

The affected employee or the Union representing such employee shall have a right within the next ten (10) working days to file a written response to the answer at Step 3. Such reply, if filed, shall be served on the School District through the office of the Superintendent of Schools.

Within ten (10) working days after the filing of the Superintendent and the representative of the Union shall agree upon a time and place for the holding of a hearing with respect to the alleged grievance. Such hearings shall be held within the School District, and the School District shall be obligated to provide suitable space for holding of such a hearing. In no event shall the hearing be held in a place or at a time which will have any adverse affect upon any of the children or students attending the regular classes or any other regular sponsored activities.

At such hearing either party may present such documents or witnesses as may be desired. The Union shall have in attendance one responsible representative who shall not be a member of the Local Union or an employee of the School District and the School District shall have present the Superintendent of Schools.

The purpose of the hearing shall be deemed to be a continuation of the collective bargaining process. A good faith attempt shall be made by all of the parties to learn the truth and to determine what action, if any, is necessary on the part of the employee, the Union, or the School District to correct the condition causing the alleged grievance.

The superintendent shall provide a written response within ten (10) working days after the hearing.

Step 5

In the event the grievance is not settled in Step 4 either the School District or the Union shall have the right to appeal the dispute to Arbitration by giving the other party a written notice of intent and filing a demand for arbitration with the American Arbitration Association within thirty (30) calendar days from receipt of the answer in Step 4.

**ARTICLE 9**

**ARBITRATION**

If a satisfactory disposition of the grievance is not made as a result of the meeting and findings of the prior Grievance Procedure of the Labor Mediation Board, either the Board or the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such an appeal must be taken within fifteen (15) days from the date of a mediation finding, unless mutually agreed to extend the time lines.

- A. Any grievance not advanced to the last step within the time limit of fifteen (15) days shall be deemed abandoned. Time limits may be mutually extended in writing. In such cases, the new date shall prevail.
- B. Powers of the Arbitrator: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this Agreement:
  1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  2. The arbitrator shall have no power to establish new wage scales, or change any wage scale or salary supplement.
  3. The arbitrator shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board and the Administration as to the reasonableness of any such practice, policy, rule, or any action taken by the Board and the Administration. The arbitrator's powers shall be limited to deciding whether the Board and the Administration have violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Board and the Administration from this Agreement; it being understood that any matter not specifically set forth herein remains with the reserved rights of the Board.
  4. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of Administration and Management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  5. If either party, disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to an arbitrator on which he/she has no power to rule it shall be referred back to the parties without decision or recommendation on its merits.
  6. There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved and the Board of Education. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator.

7. The fees, including transcripts, etc., and the expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
8. Claims for Back Pay: All grievances must be filed in writing within five (5) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than five (5) days prior to the date a written grievance is filed.
  - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment.
  - b. No decision in any one case shall require any retroactive wage adjustment.
9. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
10. The School District shall provide for the representative, or representatives of the Union and for any witnesses required by the Union, a suitable meeting and conference place for a least one (1) hour preceding any hearing anticipated within the scope of this Article or any of the subparagraphs hereof.

## ARTICLE 10

### COMPUTATION BACK WAGES

No claim on behalf of any employee for back wages shall exceed the amount of wages the employee would have otherwise earned at his/her regular rate on their regular job.

## ARTICLE 11

### DISCHARGE AND DISCIPLINE

The discharge and disciplining of employees shall be subject to the following limitations:

- A. Suspensions and discharge shall be for just cause.
- B. The School District agrees that it will promptly notify the President of the Local Union of any discharge or disciplinary action taken with respect to any employee, and that such notice will be in writing.
- C. The discharged or disciplined employee will be allowed to discuss the action taken by the School District with the steward at the time or immediately after such action is taken; and, subject to the provisions here, such conference may take place on School District property. Nothing herein contained, however, shall prevent the School District from requiring the summary removal of the offending employee if it appears that the safety of any person or property or the maintenance of proper decorum requires such summary removal. Should the discharged or disciplined employee, steward, or the Union consider the action of the School District to be improper, the procedure described in Article 8, above, dealing with grievances shall be followed in presenting the matter to the School District.
- D. In imposing any discipline with respect to a current offense of an employee, the School District may take into account any prior infractions or violations of rules or common standards of propriety committed by the employee. It shall be improper, however, for the School District to impose at the time of any current impropriety, and additional penalty for any wrongful act committed by the

offending employee at a time more remote than one (1) year, whether or not the employee was disciplined for the prior wrongdoing at the time it occurred.

- E. Grievances pertaining to a discharged employee shall be processed directly to the Superintendent of Schools, or his designee, within five (5) working days of the discharge, with all documentation for the above items in this Article.
- F. Any employee docked due to disciplinary reasons in excess of five (5) days, from July 1 through June 30, shall have their seniority date adjusted, moved up, to equal the number of days docked.

## ARTICLE 12

### SENIORITY

The provisions of this Article shall apply with respect to the establishment of a status of seniority among employees and shall control the rights of the School District and the bargaining unit with respect to employees before they attain the status of seniority.

- A. The School District shall have the right at any time to employ any one or more persons who, by work assignment, would belong to the unit represented by the above named Union, and the School District shall have the unqualified right to assign each such newly hired personnel to any task or tasks which it, in its sole discretion, may desire or determine.
- B. Any such new employees shall be considered probationary employees for the first ninety-five (95) calendar days of their employment, not including days worked as a substitute; for part-time employees less than 52 (fifty-two) weeks. The summer vacation recess days will not be counted as calendar days for the purpose of this Article. In this case, their probation period may cover parts of two (2) school years.
- C. Probationary employees hired by the School District pursuant to the preceding subparagraphs may be discharged at the discretion of the School District at any time prior to the expiration of the aforesaid ninety-five (95) day period.
- D. For the purpose of seniority rank, each employee shall compute his/her seniority for his/her date of hire of employment. In the circumstance of more than one (1) employee having the same effective date of employment, social security numbers shall be used to determine placement on the seniority list. Employees shall be placed in order; the employee with the lowest social security number is listed first. The employee with the lowest social security number shall have the higher seniority.
- E. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment; but shall have no right to speak on behalf of the employee with respect to the discharging or disciplining of any such probationary employee; provided, however, that no probationary employee shall be disciplined or discharged solely because of his/her Union activities if he/she fully and adequately performs the duties assigned to him/her by the School District.
- F. There will be three (3) seniority lists, each kept on a School District basis, for all employees of the School District. Seniority classification lists are:
  - 1. Custodians (outside, inside)
  - 2. Cafeteria Workers
  - 3. Bus Drivers

G. In the event any employee of the School District already on seniority is promoted to a job or an assignment of higher classification, he/she shall be deemed to be on probation in the higher classification for a period of twenty-five (25) calendar days. At the option of the School District, said employee may be removed from the higher classification to which he/she shall be returned to the classification and job from which he/she was promoted and his/her salary shall be that which he/she received at the time of the promotion. Such employee's seniority in the job from which he/she was promoted shall continue as if his/her employment had not been interrupted by promotion to a higher classification.

H. In the event that an employee of this bargaining unit is absent due to a job-related injury or an illness for a period of one hundred (100) or more work days, after exhausting his/her sick bank, said employee shall cease to accrue seniority for the remainder of his/her absence.

If said employee returns within the one hundred (100) work day time frame, he/she will return to their original position. If said employee returns after the hundred (100) work day time frame, he/she must bump the least seniority person in their classification.

I. The District shall supply the union with a current seniority list by November 1<sup>st</sup> of the calendar year.

J. Local President and Steward(s) shall be rated at top seniority for purpose of layoff and recall within proper classification.

K. For the purposes of advancement on the salary schedule, eligible employees shall receive credit on July 1 of each year according to the following schedule:

1. Persons hired between January 1 and June 30 shall have an anniversary date of July 1 following the first full year of employment after their date of hire.
2. Persons hired between July 1 and December 31 shall have an anniversary date of July 1 preceding their date of hire.

The parties agree that all current bargaining unit members, as of the date of ratification of this agreement by the Board and the Union, shall have their anniversary date adjusted to reflect the July 1 anniversary date preceding their date of hire.

### ARTICLE 13

#### LOSS OF SENIORITY

An employee shall lose his/her seniority and shall be subject to discharge by the School District for any one of the following reasons?

- A. The employee voluntarily leaves the employment of the School District.
- B. The employee is discharged by the School District and the discharge is not reversed through Grievance Procedures.
- C. He/she is absent for five (5) consecutive working days without notifying the employer; provided, however, that if the illness or accident causing the absence from work is such that the employee or

employee's immediate family is unable, through the use of reasonable means, to notify the School District of the absence. Such failure to notify the School District shall not be deemed to be cause for dismissal.

- D. The employee falsely advises the School District that because of illness or accident he/she is unable to attend and be present at his/her place of normal employment.
- E. The employee does not return at the end of a granted sick leave.
- F. The employee is convicted of any felony, or convicted of any misdemeanor involving moral turpitude.

#### ARTICLE 14

#### LAYOFF PROCEDURES

Nothing in this contract shall prevent the School District from reducing its work force when conditions of workload, school attendance, physical condition of premises, energy crisis, or economics of the School District shall so dictate. The School District alone shall have the right to determine when and if any of its employees are to be subject of any layoff, and shall be the sole judge of how long such conditions shall continue. In the handling of any such reduction of work force, the following conditions shall prevail:

- A. As used in this Article, the term "layoff" shall mean a reduction in the working force of the School District due to any one of the causes mentioned above, or any other comparable cause which would dictate, in the course of sound business management, a reduction in the working staff.
- B. If it becomes necessary to reduce the working staff by means of a "layoff", the temporary employees and probationary employees shall be laid off first before any employees, with seniority, are affected. Employees shall not gain additional hours due to a lay-off.
- C. The following procedure shall be used to accomplish the above: Employees who are displaced by Elimination of their job, or another employee bumps them, shall displace an employee with the least seniority in their classification. The employee who cannot displace an employee within their class shall displace the least seniority employee in a lower classification within their seniority department.

The following are seniority departments for purposes of layoff and bumping:

- 1. Custodians
- 2. Cafeteria
- 3. Bus Drivers

The above departments have the following classifications and are listed in order of bumping downward:

##### Custodian Department

- 1. Head Custodian, High School
- 2. Head Custodian, Middle School
- 3. Head Custodian, Elementary School
- 4. Inside/Outside Maintenance
- 5. Custodian

##### Bus Driver Department

- 1. Bus Driver

- Cafeteria Department
1. Head Cook
  2. Cafeteria Worker

Shift premiums shall not be used to determine the order of bumping. It is expressly understood that an employee in one seniority department has no seniority rights to bump to another seniority department unless the employee had previously worked in that other seniority department. An employee can only exercise seniority bumping to another department if the employee is bumped out of their department and has enough frozen seniority to displace an employee in his/her original seniority department.

- D. In the event that the District anticipates the layoff of any one or more employees, the District shall ask for volunteers, within the classification, to be laid off. The length of any voluntary layoff period shall be for a period of thirty (30) working days, or the length of the layoff, whichever is shorter. At the end of a thirty (30) day voluntary layoff, the employee shall be recalled or offered the option of remaining on layoff.

Should the number of volunteers exceed the number of employees to be laid off, layoff shall be by seniority with the highest seniority volunteer being laid off first.

Any employee to be involuntarily laid off shall receive at least seven (7) calendar days notice of such layoff. The District shall furnish the Union steward notice of such layoff at the same time notice is given to the affected employee or employees.

- E. Laid off employees shall be offered substitute or temporary work prior to the District utilizing regular subs.

## ARTICLE 15

### RECALL

When the working force is increased after a layoff, employees shall be recalled according to seniority. Notice of recall shall be sent to the employee at this/her last known address by registered or certified mail. If such employee fails to report for work within ten (10) days from the date of mailing of such notices, he/she shall be considered to have voluntarily quit his/her employment provided; however, that the School District in its sole discretion, may grant an extension of the aforesaid ten (10) day period for such additional period of time as it deems justified.

## ARTICLE 16

### TRANSFERS

In the event the School District desires to transfer any employee from the group covered by this contract to another type of employment the following provisions shall control the rights of the parties:

- A. When the District wishes to transfer an employee to a newly created position not covered by this agreement, the parties shall meet to negotiate wages, hours, and working conditions.

The transfer of any employee to a position not covered by this agreement shall be made only with the consent of the employee.

- B. If an employee is transferred to a position under the employer not included in the bargaining unit, the employee's seniority will stop the day the employee accepts the position out of the bargaining unit. If that employee is transferred into a similar position in the bargaining unit, that employee shall retain the seniority acquired before leaving the bargaining unit.

- C. Nothing contained in this Article or the subparagraphs hereof shall be deemed to prevent the School District from transferring any employee covered by this contract from one location or one school within the School District, or from transferring any such employee from one day to another day, provided that such transfer does not result in a demotion or a reduction of pay. Prior to an involuntary transfer of any member of this bargaining unit, the District shall meet with the employee and Union representative(s) to provide rationale for the transfer.

## ARTICLE 17

### PROMOTIONS

Any promotions of persons within the unit covered by this contract shall be subject to the following provisions:

- A. Promotions within the bargaining unit shall be made on the basis of qualification and seniority.
- B. The term "Promotion" shall refer to a change of work assignment which carries with it either an increase in authority or an increase in pay, or both
  - (1) When promotional vacancies occur within the bargaining unit, employees in the affected building within the same classification as the posted promotional position, shall be allowed to change work areas in the building based on building seniority on a transfer basis during the posting period.
- C. The School District shall have the obligation of posting on the bulletin board in each school building, a notice of any job vacancy, within five (5) working days after the Board has determined such vacancy exists or will inform the union of their intention. The length of said posting shall be for a period of ten (10) working days. The district will notify the union within ten (10) working days following the posting period on the status of filling vacant positions(s).

For July and August, the District shall send through the United States mail, a copy of said posting to the Union President and Union Steward.

- D. Any employee interested in being employed in the available position shall apply within the ten (10) day period.
- E. When interviewing candidates for a position, the District shall utilize a standard list of questions, and each applicant shall be notified, in writing, as to the results of the selection process. Such written notice shall state the reason(s) for the selection.

The District and the Union shall, for new hires and newly created positions, form a panel. The purpose of said panel will be sharing input for establishing criteria to be used in developing a written/hands-on test to be used for the candidates.

The Union members to serve on the panel shall be the two (2) most senior people, if available, who are willing to participate, and who are in the appropriate classification in which the testing is being administered.

The District shall have the right to select from the applicants the person with the highest qualifications, most seniority, and ability to promote to a higher classification.

- F. The person selected to fill any available position (promotion, lateral movement, or requested reduction in wages) shall be deemed to be on probation in the new position for a period of twenty-five (25)



working days. In the event such person is not satisfactory to the School District within that period of time, said employee shall revert back to his/her former classification and former position, and shall have the same status as if he/she had continued to work in his/her former position without interruption.

- G. During any such trial period, the employee occupying the higher position shall receive the pay applicable to the job being performed. Any employee transferred to a higher position shall be placed on the step of the salary schedule that provides the employee with a rate of pay equal or greater than the rate of pay they are currently at.
- H. The School District shall have the right to assign, temporarily, any employee to perform a duty of either a higher or lower classification than that to which he/she is normally and regularly assigned. Such action shall be taken on a temporary basis only, and such actions shall not be deemed to be either a promotion or a demotion. In any event, any employee shall be assigned to work in a position requiring a higher rate of pay, said employee shall be paid at the rate applicable to the job which he/she is occupying during his/her temporary assignment, and the pay at said rate shall commence from the time of his/her first assignment to his/her new task. Temporary assignments shall continue for a period of no more than two (2) consecutive months, except in cases of illness or injury.
- I. Prior to utilizing a substitute, the District shall attempt to have regular employees work for absent head Custodians.

#### ARTICLE 18

##### VETERANS RIGHTS/MILITARY DUTY

The Madison District Schools and Local Union 1468 agree to comply with all State and Federal mandates.

#### ARTICLE 19

##### JURY DUTY

A leave of absence will be granted an employee called for jury service. The Board shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses) during which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

#### ARTICLE 20

##### LEAVE OF ABSENCE

Any employee may apply for a leave of absence. The Board of Education, at the request of the administration and after consulting with the Union President, may grant leaves of absence without pay or fringe benefits for up to one year for good cause. Seniority does not accumulate during a leave of absence under this Article.

- A. The Board shall grant a leave of absence without pay and fringe benefits and without loss of seniority for a period not to exceed two years or the term of office, whichever may be less, to any member of the Union who is elected to a full-time Union office. Such leaves may be extended for an additional period of one year, at the discretion of the Board.
- B. Leave with pay for one elected delegate will be granted for a maximum of four (4) days upon a two (2) week written notice to the Superintendent for his approval or disapproval for the purpose of attending Union conventions.

- C. Valid violation of the intent for leave of absence shall be considered grounds for immediate dismissal of employee.

## ARTICLE 21

### BULLETIN BOARDS

The School District shall provide within each school building a bulletin board upon which the Union may post any notice which is pertinent to its membership, and upon which the School District may post any notice which is applicable to the Union or any of the employees of the School District. Neither party shall remove from the bulletin board any notice which is placed thereon by the opposite party until the same has been posted for thirty (30) days unless permission to remove such item is granted by the party posting the notice.

## ARTICLE 22

### NORMAL WORK WEEK

The maximum normal work week for all covered employees shall be deemed to be five (5) days of eight (8) full hours of employment within any calendar week. Employment of Saturdays, Sundays, and/or holidays as herein defined, shall be at time and one half their regular wage.

- A. Any personnel who reports for work on a day the children and teachers are not required to be Present because of the cancellation of school by the Superintendent or his designate, as a result of an Act of God, shall be paid for his/her complete shift. Any employee reporting under such conditions will be given a compensatory day off at the earliest possible date, as determined by the building principal where he/she works. Any employee sent home for a partial day under such conditions will be paid a full day's wages without a loss of sick leave days.
- B. Weekend and holiday building check shall be paid at time and one half of employee's regular pay, and rotated.

## ARTICLE 23

### WORK RULES

The District will post current, regular, and temporary work assignments in each building.

- A. The Union will be provided with copies of the regular work schedule of every employee, and will be notified of work schedule changes by the Superintendent or his/her designee. If possible, notice shall be in writing no less than one (1) week prior to any changes.
- B. Since it is the responsibility of all custodial personnel to see that the buildings are as clean and attractive as possible, normal work assignments may be deviated from, on a temporary basis, at the direction of the building principal so as to correct an emergency need or an obvious unclean and unsanitary situation.

If a building is open for any activity (concerts, dances, athletic activities, volunteer clean-ups, craft shows, student activities, carnivals, academic games, and/or the presence of contractors) a custodian will be present.

- C. The Union shall be notified of any change of policy, and/or practice. Notice shall be in writing no less than one week prior to any change.

## ARTICLE 24

### TEMPORARY EMPLOYEES

Temporary employees wishing to work for the School District at odd jobs, without taking or subtracting from regular employees during the spring, summer and Christmas, may be hired for this time under the classification of temporary employee. (Students are not responsible for payment of the union service fee.) Any student who receives a degree or journeyman's card must pay the union service fee in accordance to Section A of this section.

- A. Any person hired as a substitute who works eight (8) days per month must pay the monthly union service fee, excluding time substituting for scheduled vacations during September through July.
- B. New employees are to be reported to the Union on their first day of employment by the Superintendent or his/her designee.
- C. Forty-four (44) week employees may be offered temporary, summer employment prior to the hiring of substitutes under the following terms:
  1. Job duties, hours, and length of summer employment are to be determined by the Superintendent or his/her designee.
  2. Summer employment does not impact the employee's sick leave time or vacation time.
  3. Members of the bargaining unit hired to work as temporary summer employees will be placed at the step that gives the employee the rate of pay that is equal to or greater than the rate of pay they are currently at.
  4. If any employee applies for, and receives unemployment compensation because of temporary summer employment, Article 24-C shall no longer be valid.

## ARTICLE 25

### OVERTIME PAY

All employees, who shall perform services in excess of, or outside of the maximum normal work week as defined, shall be compensated for all extra hours worked at time and one half of their regular wages; this will include combination jobs.

- A. If at all possible, all employees within the same classification, when eligible, shall be accorded the opportunity to work the same number of overtime hours on a rotation basis within the same unit or building, providing the employee is capable of doing the job. Any member refusing offered overtime two consecutive times during a contract year, shall be dropped from the rotation list for the remainder of that contract year. Said member shall be returned to the rotation list, however, upon the submission of a written request to the Superintendent or his/her designee.
- B. In the event of overtime work which was not anticipated or which was caused by an emergency, the school administration shall request any available employee to perform the required service. There will be an attempt to rotate this as evenly as possible.
- C. Any activities on the school premises on Saturday or Sunday will be paid the rate of time and a half either by the school or the organization using the building.
- D. All overtime will be specifically assigned at the discretion of the Superintendent of Schools or his/her designee. Employees who are called in for overtime will be guaranteed a minimum of

two and one-half hours. Normally, no employee will be asked to work more than 12 hours per day.

The District shall not temporarily change an employee's regular work schedule (e.g., hours, shift, or work area) to intentionally eliminate overtime, unless mutually agreed to by both the employee and the District.

- E. The District will maintain a seniority list for District-wide overtime.
- F. An employee assigned a project during his/her normal work hours will be offered any overtime necessary to complete said project.

## ARTICLE 26

### SHIFT CHANGES

During situations where there are three (3) or more days when the school building is not in regular school day session, the building principal, in cooperation with the head custodian, will shift afternoon personnel to day shifts except for those custodians necessary to be retained on their regular shifts to accommodate any programs or community activities. In such cases, a revised duty roster will be posted at least three (3) days in advance for those employees who will be needed during these hours. All employees working during a day time shift will be paid day time rates of pay. This decision will normally be channeled through and implemented by the head custodian of each building.

Any changes in shift, (e.g., 3-11 p.m. to 4-11 p.m.), will affect the lowest senior person in that classification in the affected building or work area, unless a volunteer with more seniority is willing to change.

## ARTICLE 27

### BUS DRIVERS

- A. The chain of command for bus drivers shall be:
  - 1. Transportation Coordinator
  - 2. Superintendent of Schools
- B. All drivers working six (6) hours or more per day are defined as full-time drivers. All drivers working less than six (6) hours per day are defined as part-time drivers.
- C. Drivers shall bid on routes the first week of October. Routes shall be posted one (1) week prior to bid day, and shall be awarded by seniority. Drivers on an approved leave may bid on routes by proxy. All proxies are to be submitted in writing to the Transportation Coordinator by bid day.

Should a regular route change (i.e., hours, number of runs, assigned bus) the route may be rebid and assigned on a seniority basis. Each driver may request to rebid three (3) times during a school year.

When by Friday of any work week, a driver has been absent for five (5) consecutive days, another driver may take the route for the duration of the absence. Drivers shall notify the Transportation Coordinator of their interest at their regular Friday meeting. Assignment shall be made by seniority.

- D. All overtime and extra trips shall be assigned on a rotation basis, by seniority, with the most senior driver assigned

first. Drivers must be present to choose a run unless:

1. The driver is still working
2. The driver is ill or has a medical emergency in their immediate family

Extra trips will be posted and assigned by the Friday before the trip date. Trips not posted by such date shall be defined as "last minute" trips, and drivers shall not be charged on the overtime rotation for refusing such trips.

Rules and regulations for bidding on sports trips, field trips, last minute and weekend trips will be recorded and maintained in the bus drivers' procedure manual.

- E. In October, all routes will be bid on as ten (10) month runs. Any run that carries over during the summer shall be rebid on as a summer run. Summer runs will start the Monday following the end of the Madison District's school year. Said summer runs will be bid on by the basis of seniority and availability. If a special run becomes a regular run, there will be rebidding.

When special runs become available during the summer, other than the regular summer runs, they will be offered first to those drivers not driving a regular summer run, on the basis of seniority.

- F. Saturday and Sunday overtime shall be maintained on a separate list and assigned in rotation by seniority.
- G. Bus drivers who have an evening trip shall receive reimbursement for dinner. Said reimbursement shall not exceed eight dollars (\$8.00). Proper documentation shall be submitted to the office of the Director of Administrative Services.

## ARTICLE 28

### CAFETERIA EMPLOYEES

- A. The chain of command for cafeteria employees is as follows:

Head Cook  
Building Administrator  
Superintendent of Schools

- B. Cafeteria employees shall be entitled to one, ten (10) minute break, for each shift of three (3) hours or more. The time of the break shall be designated by the Building Administrator, and the break shall not extend the work day.
- C. Employees working six (6) or more hours may be scheduled for a thirty (30) minute unpaid lunch period if they request such and if their work schedule can be arranged to accommodate such.

(e.g. an employee currently working from 8:00 a.m.-2:00 p.m. requests a thirty (30) minute unpaid lunch break and their work responsibilities will allow for said break, the employee will be allowed to take the lunch break and their shift will be extended thirty (30) minutes to 2:30 p.m.)

- D. Overtime, or extra hours for cafeteria employees, shall be rotated among cafeteria employees, within the building, by seniority, as long as the additional hours do not conflict with the employee's regular shift.
- E. Cafeteria employees may elect an alternate cafeteria steward to handle any grievances the regular steward feels would be better handled by a cafeteria employee.
- F. At no time can a cafeteria employee be bumped out of their regular shift by another employee due to changes in scheduling.

**ARTICLE 29**

**CUSTODIANS**

- A. The chain of command for custodial employees is as follows:

Head Custodians  
Building Administrators  
Superintendent of Schools

Custodians are classified as follows:

Custodians  
Maintenance (Inside/Outside)

- B. All custodians shall have a paid thirty (30) minute, uninterrupted lunch period, except in cases of emergency, per shift, and all custodians are to remain at the assigned work site during such break. Afternoon shift custodians may select one (1) employee from the work site to leave the premises to purchase meals, and immediately return.

Inside/Outside maintenance employees shall have up to one (1) hour for lunch, thirty (30) minutes paid.

- C. Weekend and holiday building check shall be paid at time and one-half of the employees regular pay, and rotated by seniority.
- D. Custodians shall provide assistance to the police and fire departments if they are searching for explosive devices. For purposes of this section, assistance is defined as giving directions and providing keys for unlocking doors. At no time are employees to remain in an area when there is an expectation of immediate danger.
- E. In addition to their normal duties, custodians may serve as "trainers" for substitute custodians. It shall be the responsibility of the "trainer" to provide perspective substitute custodians instruction on proper methods and procedures, approved by the District, for routine cleaning and for completing the normal work assignment of the custodians. Said training shall be provided to perspective substitutes in two, four hour sessions. Training sessions shall run concurrent with the trainer's regular schedule.

Trainers shall be compensated at a rate of \$1.50/hr., plus their normal hourly rate, for all training sessions.

**ARTICLE 30**

**CONFERENCES**

In the event the School Board or the Central Administration schedules mass meetings for employees for which they are not paid for attendance, their presence will not be mandatory. This is because, in almost every case, the purpose of such meeting is strictly to provide information of benefit to the employee. The School Board may authorize the attendance of members of this unit to annual state sponsored institutes and shall defray, with previous approval, basic expenses for attendance; and will pay for regular time lost from scheduled work, if any.

## ARTICLE 31

### HOLIDAYS

A. The following are recognized as holidays for members of this bargaining unit:

- 1) Day before January 1
- 2) New Year's Day\*\*
- 3) Martin Luther King's Birthday (If school is not scheduled for students and/or staff)
- 4) Good Friday
- 5) Monday following Easter Sunday
- 6) Memorial Day
- 7) Independence Day
- 8) Friday before Labor Day
- 9) Labor Day
- 10) Wednesday preceding Thanksgiving Day ( If school is not scheduled for students and/or staff)
- 11) Thanksgiving Day
- 12) Friday after Thanksgiving
- 13) Christmas Eve
- 14) Christmas Day\*\*

\*\*When Christmas Day and New Year's Day fall on a Wednesday, the employees shall have the Monday off preceding both Christmas Day and New Year's Day as two additional paid holidays. When Christmas Day and New Year's Day fall on a Thursday, the employees shall have the Friday off following both Christmas Day and New Year's Day as two additional paid holidays.

1. The low seniority person in each building by District seniority list, or a volunteer, must work, to assure that each building is open, if needed, on the additional paid holiday. Employees working said day shall receive a compensatory day off at a later date.
2. Employees scheduled to work less than fifty-two (52) weeks will be paid for Independence Day if they are scheduled to work that week.
3. For the purpose of this Agreement, each said holiday shall be deemed to commence at 11:00 p.m. on the calendar day preceding the stated holiday, and to end at 11:00 p.m. on the day of said holiday.

## ARTICLE 32

### PAY FOR HOLIDAYS

Subject to the provisions of this Agreement each employee shall be paid for each of the holidays enumerated in Article 31, at his/her regular rate if he/she does not, in fact work on such holiday; he/she shall be paid in accordance with Article 31 above plus straight time pay for the day. In order to be eligible to be paid for such holiday, the employee shall have been present, and shall have performed his/her duties during the whole of his/her proper shift both those working days immediately preceding and immediately following the holiday (unless on vacation). If the employee has not been so present, he/she shall receive no pay for said holiday unless acceptable proof for the absence is presented to the Superintendent.

## ARTICLE 33

### HOLIDAY ON SATURDAYS OR SUNDAYS

For the purpose of this Article, it is agreed that when any of said named holidays fall on a Saturday, the preceding Friday will be deemed to be the "day off" for which holiday compensation is paid; provided, however, that the school classes are not in session on that Friday. In like manner, when any said holidays fall on Sunday, the next succeeding Monday shall be the "day off", provided that school classes are not in session. In the event that the mentioned "day off" is not available because of classes being in session, the employee affected will be given equal time off at the convenience of the School District, but within thirty (30) days of the above prescribed "day off".

## ARTICLE 34

### HOLIDAYS WITHIN VACATION

When any holiday is observed within an employee's regular vacation, the employee's vacation bank shall not be charged for the day.

## ARTICLE 35

### INSTRUCTIONAL CLASSES

The School District may from time to time provide periods of instruction for persons covered by this contract. If such instruction is presented outside the regular work shift of any employee, and if the employee is required by direction of the School Administration to attend, such employee shall be paid for the time actually devoted to such instruction at his/her regular hourly rate. If attendance at such instructional period is optional on the part of the employee, no compensation shall be paid.

## ARTICLE 36

### PAID VACATION

A. Full-time, 52 week employee vacations shall be as follows:

1. Employed less than one (1) year – a pro-rated number of days based upon length of service
2. Employed one (1) year through four (4) years – two (2) weeks
3. Employed five (5) years through eight (8) years – three (3) weeks
4. Employed nine (9) years through fourteen (14) years – four (4) weeks
5. Employed fifteen (15) years or more – five (5) weeks

Fifty-two (52) week employees, employed fifteen (15) or more years, must take at least five (5) vacation days during either Christmas break, winter break, spring break, or with the approval of the Superintendent or his/her designee.

Specified vacation dates for the period of July 1<sup>st</sup> through June 30<sup>th</sup> shall be submitted in writing from the employee by the preceding May 1<sup>st</sup>. All vacation days are subject to the approval of the Superintendent or his/her designee



and must be completed by June 30<sup>th</sup> of the specified year. Failure to submit, in writing, requested vacation days by May 1<sup>st</sup> shall result in vacation days being assigned at the discretion of the District.

Vacation requests, which included any portion of the last two (2) weeks of August shall not be unreasonably withheld and at least one (1) employee per building shall be approved by seniority.

B. 40-44 week employees vacations shall be as follows:

1. One-two years, both inclusive of experience	5 days
2. Three-five years, both inclusive of experience	7 days
3. Six-seven years, both inclusive of experience	9 days
4. Eight-eleven years, both inclusive of experience	12 days
5. Twelve-fourteen years, both inclusive of experience	14 days
6. Fifteen or more years, inclusive of experience	16 days

Less than 52 week employees shall receive their vacation during the fiscal year in which the time was accrued.

Unless requested by the employee all vacation time will be paid at Easter.

- C. Employee's vacation time shall be pro-rated based upon the service credit and hire date as of the upcoming July 1<sup>st</sup>. Any time over ½ day will be rounded to a full day (e.g., a 52 week employee with 6 ¾ years of service to the District as of the upcoming July 1<sup>st</sup>, would receive 14 days of vacation time.)
- D. Vacation days can be added to sick bank upon the request of the employee, allowing use of said days to cover a hospital stay and/or a home recovery period.
- E. Fifty-two (52) week employees shall lose one (1) vacation day for each twenty (20) days docked, from July 1 through June 30, and forty-four (44) week employees shall lose one (1) vacation day for each thirty (30) days docked, from July 1 through June 30.

## ARTICLE 37

### SICK LEAVE

Full-time employees shall be granted sick leave time at the rate of half a day; per payday on the first two pays of each month that the employee works. The number of hours granted shall be the same as the number of hours worked during the normal work day at the employee's pay rate.

- A. Paid sick leave will not be granted during the first three (3) months of employment.
- B. At the completion of three (3) months of continual employment, an employee will have three (3) sick days granted to his/her paid sick leave time bank. Unused sick leave shall be accumulated and shall be credited to the employee's sick leave time bank.
- C. Full-time employees shall be granted two (2) personal leave days per year. Fifty-two week employees, one (1) day in July and one (1) day in January. Forty to forty-four week employees, one (1) in September and one (1) in February; new employees will not be granted a personal leave day until completion of three (3) months of continuous employment. Personal days are for absences that require the employee's presence during their work day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. The employee shall give the Superintendent or his/her designee advance notice of such absence.

1. Except in cases of utmost emergency, the employee shall give the Superintendent or his/her designee advance one week notice of such absence by completing and submitting the Personal Leave Day Form (Appendix C). Personal days shall not be used either on the day preceding or following a school holiday except with approval of the Superintendent or his designee. Unused personal days are accumulative as sick days. Employee will receive written approval within 3 days. If emergency personal day is needed employee shall be granted approval from superintendent or his/her designee.
  2. The unused sick day allowances shall be accumulative to a maximum of one hundred eighty (180) days. Sick leave days may be transferred to personal leave days with the approval of the Superintendent or his/her designee.
- D. In the event of injury on the job all full-time employees are eligible for three (3) additional days (non-deductible from sick leave).
- E. In the event that an employee is injured on the job and absence is necessary, the employee may request and will receive from the Board of education, the difference between the amount paid by the Workmen's Compensation after the seventh working day of disability and the regular salary, and will charge the employee's sick leave bank until it is depleted proportionately for a period equivalent to the nearest half day) to the supplementary payment.
- F. An employee on a personal leave as defined in this Agreement does not gain or lose time accumulation during the leave.
- G. After the depletion of their sick bank:
1. Employees absent one (1) year (365 days) or more, consecutive calendar days, because of an injury on the job will be responsible for their own insurance.
  2. Employees absent for sixty (60) consecutive calendar days or more are responsible for their own insurance.
  3. In order for benefits to be reinstated, said employee must return to work for twenty (20) consecutive workdays.
- H. With the approval of the Superintendent, or his designee, employees may use up to three (3) days (five (5) days if out of state) to attend a funeral of a member of their immediate family (mother, father, brother, sister, spouse, child, grandchild, grandparents, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law) nondeductible from their sick bank, any additional days granted shall be deducted from their individual sick bank.
- I. Sick leave time shall not be granted for any pay period during which the employee was docked (6) or more days' pay.
- J. Effective November 1, 2005, sick banks shall be frozen at a maximum of 90 days or at their current level which ever is greater. Sick days earned and unused each year in excess of ninety (90) cumulative days will be paid each September at one-half the daily rate for each day.

## ARTICLE 38

### ILLNESS AND DISABILITY LEAVES

- A. In the event that an employee is absent from work for fifteen (15) or more days due to a medical reason, the District may request medical documentation.
- B. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid the employee if he/she would have been otherwise scheduled to work, but for the illness or disability.
- C. Any employee who qualifies and collects LTD insurance shall be responsible for payment of their insurance premiums for which they qualify, with the exception as stated in Article 37, Section G-1.

## ARTICLE 39

### CHILD CARE LEAVE

Child care leave will be granted in compliance with FMLA.

Upon expiration of child care leave, the employee will be returned to the same work classification at the hourly wage rate for which he/she was eligible when beginning the leave.

## ARTICLE 40

### FRINGE BENEFITS

Employees who work six (6) hours or more per day will receive full fringe benefits.

- A. Part-time employees will receive the same rate of pay for holidays which fall during their time of employment.
- B. Employees working less than six (6) hours per day will receive prorated hospitalization and sick leave according to hours, days and weeks actually worked when compared to fifty-two (52) week full-time employees.

## ARTICLE 41

### INSURANCES

Notwithstanding the provisions of the insurance category, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and other related matters. The Board, by payment of the premium payments required to provide the coverage set forth shall be relieved of all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Union, nor shall such failure be considered a breach by either of them of any obligations.

A. HOSPITALIZATION

1. As an additional element of compensation for full-time employees and their families, the School District shall pay the cost of M-CARE. Employees have the option to select SET-SEG and shall be responsible for the difference in premium between the cost of M-CARE and SET-SEG. Employees have the option to select SET-SEG and shall be responsible for the difference in premium between the cost of M-CARE and SET-SEG. New employees shall be eligible for M-CARE only.

Effective October 1, 2006, the District cost for health care premiums shall be capped at \$1,100 per month. Effective October 1, 2007, the district cost for health care premiums shall be capped at \$1,200 per month.

2. There shall be no duplication of hospitalization insurance. The employee must notify the personnel office of any duplicate coverage, and the Board's obligation under this provision shall be waived.
3. Full-time employees who are eligible for health care benefits, but choose not to participate in the health care program, shall receive one hundred dollars (\$100) per month as additional compensation.

B. LONG TERM DISABILITY (LTD)

1. The board shall provide all full-time employed union member (6 hours or more per day), an Income Protection Insurance. The employee shall be entitled to 66 2/3% of his/her income after 90 consecutive days of illness, in accordance with the time, conditions, and limitations of the Board's contract with the carrier, with a maximum benefit of \$2,500 per month.
2. Employees who draw LTD benefits shall be responsible for their own hospitalization and dental insurance premiums.

C. LIFE INSURANCE

1. 52 week employees (6 hours per day or more) - \$18,000
2. Less than 52 week employees (6 hours per day or more) - \$14,000

D. DENTAL

Coverage: 100% class I (preventative), 80% class II (maintenance), and 60% class III (postodontics). Predetermination of all work over \$200, internal/external coordination of benefits, exams and cleaning only every 6 months, \$1,000 maximum per calendar year. 50-50-50 coordination of benefits.

E. OPTICAL

Coverage: Once every twenty-four months – Benefit year – July 1 to June 30

Vision examination – Maximum	\$30.00
Single Vision Prescription Lenses – Maximum	\$36.00
Bifocal Prescription Lenses – Maximum	\$54.00
Trifocal Prescription Lenses – Maximum	\$72.00
Lenticular Prescription Lenses – Maximum	\$72.00
Contact Lens Prescription – Maximum per pair	\$175.00
Standard-type Frames – Maximum	\$28.00

F. GENERAL INSURANCE PROVISIONS

1. Employee insurance shall become effective when the carrier's requirements are met.
2. Employees who have Board provided term life insurance, as provided through the insurance plan, have a thirty-one (31) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty-one (31) days of their last day of employment.
3. An employee eligible for Medicare shall enroll for Medicare benefits (parts A & B) within thirty (30) days of his/her first eligibility date.
  - a. Employees and spouses eligible for Medicare benefits must notify the Board of Education, in writing, of their primary program election. Employees and their eligible covered spouses can either elect Medicare or the school provided plan as their primary program (as required by Tax Equity and Fiscal Responsibility Act and the Deficit Reduction Act).

G. The on-going review of the containment of costs regarding benefits may result in a recommendation for comparable coverage.

ARTICLE 42

LONGEVITY

All employees working six (6) hours or more per day shall receive longevity compensation payable the first pay in July as follows:

- A. Five (5) years through nine (9) years of continuous service - \$100.00
- B. Ten (10) years through Fourteen (14) years of continuous service - \$200.00
- C. Fifteen (15) years or more of continuous service - \$500.00

Calculations will be based on length of employment as of the previous July 1 of each year.

ARTICLE 43

UNIFORMS

The Board of Education will provide a standard uniform for each employee classification per the following items:

1. While on duty, all employees shall wear a district uniform as currently defined by the district.
2. Laundering and maintenance of uniforms shall be the responsibility of the employee.
3. All clothing purchased through district reimbursement must comply with the uniform as defined by the district.

Uniforms to be purchased annually, in September, unless otherwise noted, shall be as follows:

Custodians – full-time, fifty-two week employees

1. Three (3) shirt and pant uniforms
2. Two (2) t-shirts (employees may make shorts from uniform pants) or a combination of #1 and #2 with a maximum of three (3) pants.
3. Daytime custodians will receive one (1) pair of insulated coveralls to be purchased every four (4) years, and one (1) insulated jacket to be purchased every three (3) years.
4. Custodians choosing not to receive a new uniform (items #1 and #2 above) shall receive reimbursement of an amount up to eighty dollars (\$80) for work clothing purchases upon presentation of receipts.

Inside/Outside Maintenance

1. Three (3) shirt and pant uniforms
2. Two (2) t-shirts (employees may make shorts from uniform pants) or a combination of #1 and #2 with a maximum of three (3) pants.
3. One (1) pair of insulated coveralls to be purchased every four (4) years, and one (1) insulated jacket to be purchased every three (3) years.
4. Inside/Outside Maintenance employees choosing not to receive a new uniform (items #1 and #2 above) shall receive reimbursement of an amount up to eighty dollars (\$80) for work clothing purchases upon presentation of receipts.

Cafeteria Employees

1. Three (3) multi-striped smocks
2. Three (3) pair white slacks or a combination of #1 and #2 with a maximum of three (3) pants.

Bus Drivers

1. One hundred dollars (\$100) each year. Drivers will vote on uniform items to be purchased each year; the final choice is made by the Transportation Supervisor. Employees will be reimbursed for uniform items upon presentation of receipts.

## ARTICLE 44

### RETIREMENT

- A. An employee who has at least ten (10) consecutive years of service with the Madison District Schools, terminates their employment with the Board and accepts and qualifies for retirement from the State Retirement program shall be compensated: fifty dollars (\$50.00) for each year of continuous service with the Madison District, or half the number of his/her accumulated sick days multiplied by the employees' basic daily rate of pay and all accumulated vacation days at the current rate of pay; whichever is to the employee's benefit.
- B. An employee who dies while an active employee, that person's beneficiary shall receive the compensation for all unused sick leave days, longevity, and unused vacation days, as well as a pro-ration of vacation time accumulated for the current year.
- C. Any compensation due an employee, from this Article, who is retiring, shall be payable 60 days following retirement.

## ARTICLE 45

### ZIPPER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

## ARTICLE 46

### CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Union, and employees in the bargaining unit, and in the event that any provisions of this h shall be continued in full force.

## ARTICLE 47

### CDL

- A. The District will reimburse anyone required to have a C.D.L. the difference in cost between a regular driver's license and the cost of a C.D.L. once in a four year period.

Drivers should submit all receipts to the Director of Administrative Services to receive reimbursement.

- B. Drivers will be sent for random drug and alcohol testing during their normal work hours.
- C. The District will reimburse an employee the expense of a second drug test, if the result of the second test is negative.

TERMS

This agreement will be in effect from October 1, 2005 and remain in full force until 11:59 P.M. on September 30, 2008 under the terms and conditions of this Article.

- A. If either party desires to terminate this contract upon its termination date, it will give written notice of this desire, not less than ninety (90) days prior to the termination date above. If proper notice has been given, negotiations will commence not less than sixty (60) days prior to the termination date.
- B. If either party desire to modify, revise, add to, or amend this contract, it will give written notice of this desire not less than ninety (90) days prior to the termination date. If proper notice of amendment has been given, negotiations will commence not less than sixty (60) days prior to the termination date.
- C. Notice of termination or modification will be in writing and sufficient, if delivered personally or mailed by certified or registered mail to the Union, its President at his/her residence address, and to the Board of Education or to any such address as the Union or Board may direct to the other.

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IN WITNESS WHEREOF the parties have caused this instrument to be executed on the day and year first above written.

UNION

Donna Baell  
President

Lynda M. Bryant  
Secretary

Nora L. Gianbani  
for Council 25  
Staff Representative

SCHOOL BOARD

Keith J. Boguch  
President

Cindy M. Hildebrand  
Secretary

William H. Hauer  
Superintendent



## Appendix A

### 2004-2005 Salary Schedule

	<u>P</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Head Custodian High School	11.20	12.14	13.98	15.92	17.40	17.98
Head Custodian Middle School	11.08	11.98	13.81	15.74	17.21	17.80
Head Custodian Elementary Schools	10.96	11.90	13.76	15.66	17.15	17.73
Custodian	10.54	11.48	13.35	15.25	16.73	17.32
Inside/Outside General Maint.	10.85	11.79	13.62	15.56	17.03	17.62
Bus Driver	10.64	11.52	13.35	14.18	14.64	15.35
Cafeteria Worker (note)	9.25	10.19	11.51	12.45	13.27	13.47
Head Cook (note)	9.65	10.59	11.91	12.85	13.67	14.63

Note: The 2004-05 salary schedules for Cafeteria Workers and Head Cooks were modified during negotiations strictly to create a new starting point for the 2005-06 salary changes. A Step 5 was added and the pay differential between Cafeteria Workers and Head Cooks was increased. This does not have any impact on paid 2004-05 wages and actual 2004-05 wages are per the contract ended 9/30/05.

1. Second shift shall receive an additional \$ .17 per hr., and third shift shall receive an additional \$ .22 per hr. Shift premium is guaranteed to those who work an eight hour day.
2. Afternoon shift employees' paychecks will be available on Thursday of the pay week. Employees can pick up checks at the Board Office after 12:00 noon or will receive checks at their respective buildings on Friday.
3. During the summer months, custodians on the second and third shift may request to work a day shift without shift premium pay. If directed by the administration during the summer months to work the day shift, and if they remain on this shift for at least three (3) weeks, they will continue to receive their premium pay. During non-summer months, all custodians will be paid only at the rate of the shift worked. Shift premium will be paid on vacation, if the employee's assignment is working second or third shift during school session days.

4. Employees requested, by the District, to take classes or training will be reimbursed all charges for tuition and books.
5. Members of this bargaining unit successfully having completed training/certification in the areas of electrical, plumbing, HVAC, and/or boilers shall receive an annual stipend per the following terms:
  - a. All course work/certification must have prior approval by the Superintendent or his/her designee.
  - b. Proof of successful completion must be submitted to the personnel office before payment can be made.
  - c. Stipend shall be paid in September of the contract year.
  - d. Employees receiving training/certification during the contract year shall have the stipend prorated, based upon the number of months remaining in the contract year.
  - e. The amount of the stipend shall be based upon the total number of hours of training and the annual salary of the employee, per the following scale:

<u>Hours of Training</u>	<u>% of Annual Income for the Contract Year</u>
30-90	.5%
51-100	1.0%
101-200	1.5%
201-300	2.0%
301-400	2.5%
over 400	3.0%

## Appendix B

### 2005-2006 Salary Schedule

	<u>P</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Head Custodian High School	11.31	12.26	14.12	16.08	17.57	18.16
Head Custodian Middle School	11.19	12.10	13.95	15.90	17.38	17.98
Head Custodian Elementary Schools	11.07	12.02	13.90	15.82	17.32	17.91
Custodian	10.65	11.59	13.48	15.40	16.90	17.49
Inside/Outside General Maint.	10.96	11.91	13.76	15.72	17.20	17.80
Bus Driver	10.75	11.64	13.48	14.32	14.79	15.50
Cafeteria Worker (note)	9.34	10.29	11.63	12.57	13.40	13.60
Head Cook (note)	9.75	10.70	12.03	12.98	13.81	14.78

2006-2007 Salary Schedule

	<u>P</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Head Custodian High School	11.43	12.38	14.26	16.24	17.75	18.34
Head Custodian Middle School	11.30	12.22	14.09	16.06	17.56	18.16
Head Custodian Elementary Schools	11.18	12.14	14.04	15.97	17.49	18.09
Custodian	10.75	11.71	13.62	15.56	17.07	17.67
Inside/Outside General Maint.	11.07	12.03	13.89	15.87	17.37	17.97
Bus Driver	10.85	11.75	13.62	14.47	14.93	15.66
Cafeteria Worker (note)	9.44	10.39	11.74	12.70	13.54	13.74
Head Cook (note)	9.84	10.80	12.15	13.11	13.94	14.92

2007-2008 Salary Schedule

	<u>P</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Head Custodian High School	11.54	12.51	14.40	16.40	17.93	18.52
Head Custodian Middle School	11.42	12.34	14.23	16.22	17.73	18.34
Head Custodian Elementary Schools	11.29	12.26	14.18	16.13	17.67	18.27
Custodian	10.86	11.83	13.75	15.71	17.24	17.84
Inside/Outside General Maint.	11.18	12.15	14.03	16.03	17.55	18.15
Bus Driver	10.96	11.87	13.75	14.61	15.08	15.82
Cafeteria Worker (note)	9.53	10.50	11.86	12.83	13.67	13.88
Head Cook (note)	9.94	10.91	12.27	13.24	14.08	15.07

1. Second shift shall receive an additional \$ .17 per hr., and third shift shall receive an additional \$ .22 per hr. Shift premium is guaranteed to those who work an eight hour day.
2. Afternoon shift employees' paychecks will be available on Thursday of the pay week. Employees can pick up checks at the Board Office after 12:00 noon or will receive checks at their respective buildings on Friday.
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4. Employees requested by the District, to take classes or training will be reimbursed all charges for tuition and books.
5. Members of this bargaining unit successfully having completed training/certification in the areas of electrical, plumbing, HVAC, and/or boilers shall receive an annual stipend per the following terms:
  - a. All course work/certification must have prior approval by the Superintendent or his/her designee.
  - b. Proof of successful completion must be submitted to the personnel office before payment can be made.
  - c. Stipend shall be paid in September of the contract year.
  - d. Employees receiving training/certification during the contract year shall have the stipend prorated, based upon the number of months remaining in the contract year.
  - f. The amount of the stipend shall be based upon the total number of hours of training and the annual salary of the employee, per the following scale:

<u>Hours of Training</u>	<u>% of Annual Income for the Contract Year</u>
30-91	.5%
51-101	1.0%
101-201	1.5%
201-301	2.0%
301-401	2.5%
over 400	3.0%

Appendix C  
MADISON DISTRICT PUBLIC SCHOOLS  
AFSCME Request for Leave

**Directions:**

1. The employee will complete the form and submit it to his/her supervisor.
2. The employee will be notified of approval or denial within 3 days.
3. If the employee has not received notification as stated in #2, contact the HR/Personnel Office.

Employee Name \_\_\_\_\_ Building \_\_\_\_\_

Job Title \_\_\_\_\_

Date(s) Leave is requested \_\_\_\_\_

Leave is requested for the reason checked below.

\_\_\_\_\_ ARTICLE 18 – Veterans rights/Military Duty

\_\_\_\_\_ ARTICLE 19 – Jury Duty

\_\_\_\_\_ ARTICLE 20 – Leave of Absence

\_\_\_\_\_ ARTICLE 36 – Paid Vacation

\_\_\_\_\_ ARTICLE 37 – Sick Leave

\_\_\_\_\_ A. Personal Leave Day

\_\_\_\_\_ B. Funeral Leave (3 day limit; 5 days if out of state)

Received  
by \_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Your request for leave for \_\_\_\_\_ has been **GRANTED** **DENIED**

Reason for denial \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Pc: payroll, principal, employee, file