

**AGREEMENT**

**Between**

**BRIDGEPORT-SPAULDING  
BOARD OF EDUCATION**

**And**

**UNITED STEELWORKERS  
AFL-CIO-CLC**

**July 1, 2006 – June 30, 2009**

**Unit A**

**Bus Mechanic  
Cafeteria Worker  
Custodian  
Skilled Maintenance  
Receiving & Delivery  
Teacher Aide  
Building Security  
Groundskeeper**

**Unit B**

**Secretary**

**Unit C**

**Bus Driver  
Dispatcher  
Driver Aide**

**Unit D**

**Paraprofessional**

**Unit F**

**Lunch Supervisor**

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06 30 2009  
AFL-CIO-CLC  
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## AGREEMENT

THIS AGREEMENT, entered into this first day of July 2006, between the Board of Education, Bridgeport, Michigan, hereinafter called the "Board" or "Employer," and the United Steelworkers, AFL-CIO-CLC, hereinafter called the "Union."

### ARTICLE 1

#### Recognition

Section 1.1: Bargaining Unit - The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for the following employees:

<u>Unit A</u>	<u>Unit B</u>	<u>Unit C</u>
Bus Mechanic	Secretary	Bus Driver
Cafeteria Workers		Dispatcher
Custodians		Driver Aide
Skilled Maintenance		
Receiving & Delivery		
Teacher Aide		
Building Security		
Groundskeeper		
<u>Unit D</u>	<u>Unit F</u>	
Paraprofessional	Lunch Supervisor	

of the Bridgeport-Spaulling Community Schools, excluding supervisory, confidential secretaries and/or administrative personnel.

The term "Employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined, and reference to male employees shall include female employees.

Section 1.2: Exclusive Agent - The Board agrees not to negotiate with any organization representing the employees covered by this Agreement, other than the Union, for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms and procedures of this Agreement.

Section 1.3: Non-Discrimination - It is the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, political activity, age or sex. The representatives of the Union and the Board in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.

## ARTICLE 2

### Union Security & Deductions

Section 2.1: Union Membership Present Members - Any employee who is a member of the Union in good standing on the effective date of this Agreement shall, as a condition of employment, maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Section 2.2: Union Membership New Employees - Any employee who, on the effective date of this Agreement, is not a member of the Union and any employee thereafter hired shall, as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of his/her employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

- (a) In the event an employee does not wish to become a member of the Union or sign a dues check off card, he/she may refuse, without being in violation of Section 2.2, and provided that on the thirtieth (30th) day after the signing of this Agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee check off authorization fee equal to the monthly Union dues on a form furnished by said Union.
- (b) In the event an employee refuses to comply with Section 2.2 or 2.2(a) he/she shall be subject to the deduction of delinquent service fee from collective bargaining unit member's salary after official notice from the international union.

Section 2.3: Check Off - The Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section 2.2 and 2.2(a), the Employer agrees to deduct the monthly service fee as designated in said authorization. Said deduction shall be made the first and second pay each month.

With respect to all the sums deducted by the Employer pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fee, the employer agrees promptly to remit to the International Treasurer of the Union, at such address as he/she designates, such sum deducted. A copy of such list shall be furnished to the Financial Secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon certified lists furnished to the Employer by the Union or on the authorization cards submitted to it by any individual employee, or for the purpose of complying with any of the provisions of Section 2.3 of this Article.

Section 2.4: Notice to Union of New Employees - The Financial Secretary of the Local Union will be



notified in writing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any. Responsibility for signing an authorization card rests with the newly hired employee and the Local Union.

Section 2.5: Miscellaneous Deductions - Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for credit union, savings bonds, Union dues or service fees, United Fund, current annuities, life insurance programs, or any other plans or programs approved by the Board, so long as appropriate capacity is available on the computer.

### ARTICLE 3

#### Rights of the Union

Section 3.1: Mediation - The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, pursuant to the provision of the Agreement.

Section 3.2: Use of Facilities - The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by Principal or Business Manager. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Union either on or off school premises. Bulletin boards, school mail and other established media of communication shall be made available to the Union and its members provided it does not interfere with the orderly conduct of the school business.

Section 3.3: Furnishing Information - Upon written request by the Union the following reports will be made available:

- (1) The Annual Financial Report for the year ending as of June 30th after completion of the audit is presented for adoption by the Board.
- (2) Copies of the budget.
- (3) List of all personnel within the bargaining unit including their salary and years of seniority in the system, and any other pertinent information reasonably available.

Section 3.4: Release of Negotiators - Provisions will be made for the release from work assignments of all members of the Union's negotiating team if negotiations are held within their normal working hours.

Section 3.5: Pay Continuation - Employees granted release for Union business, including negotiations, grievance/arbitration representation and where provided elsewhere herein, after proper written notice to the Board from the Union President, will continue to receive their regular pay for the hours of their normal work schedules that they miss due to such business. The Union will repay to the Board that amount within thirty (30) days of receipt of an itemized billing from the Board.

## **ARTICLE 4**

### **Rights of the Board of Education**

It is hereby recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE 5**

### **No Oral Agreements**

The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future, unless committed to writing and signed by the parties as supplement to this Agreement.

## **ARTICLE 6**

### **Waiver 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 area of collective bargaining, and that 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 Union and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This provision shall not bar the Union from presenting problems to the Board and proposing solutions.

## **ARTICLE 7**

### **Savings Clause**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE 8

### General Conditions

Section 8.1: Printing of Agreement - The Board agrees that it will have this Agreement printed with a suitable number of copies for distribution to all Union members.

## ARTICLE 9

### No Strike or Lockout

The Union and the Board recognize that strikes, lockouts and other forms of work stoppage by employees or the Board are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union and the Board, therefore, agree that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any of those parties take part in any strike, slowdown, or stoppage of work, boycott, lockout, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for disciplinary action.

## ARTICLE 10

### Legal Assistance

If any legal action is brought against an employee by reason of any school involvement the Board will provide such legal counsel and all necessary assistance to the employee in his/her defense as is permitted by law, if the employee was acting in accordance with school policies. Time lost by an employee in connection with any incident mentioned in this Article shall be fully compensated, if the employee was acting in accordance with Board and school policies.

## ARTICLE 11

### Discipline

Section 11.1: Notice of Discharge - In the event a member of the unit who has acquired seniority (180 calendar days) shall be discharged from his employment from and after the date hereof, such discharge shall constitute a case arising under the method of adjustment of grievances as herein provided. The Union will be immediately notified, in writing, of such discharge.

Section 11.2: Time Limit to Grieve - In all cases of discharge, a grievance on behalf of an employee who has acquired seniority, must be filed in writing within ten (10) workdays of the receipt of the notice of discharge provided in 11.1 above.

Section 11.3: Presence of Union Representative at Disciplinary Meeting - Any employee or group of

employees who are called in to any office for the purpose of discipline may request the presence of the Chairperson of the Grievance Committee or other committeeperson and such request shall not be denied by the Board. Employees shall not be disciplined or given any reprimand in the presence of students or employees (excluding Grievance Committee members).

Section 11.4: Limitation on Discipline - The parties agree that discipline and discharge under this agreement will be for just cause. Should the need for discipline arise, the Board agrees that the intent of the discipline will be to correct the employee and shall be progressive and not punitive. The Board shall not consider nor use in any future proceedings warnings or written reprimands which are over eighteen (18) months previous to the current incident. All disciplinary suspensions shall remain in the employee's personnel file and be open for consideration for a period of two (2) years after the infraction.

Cases involving child abuse/neglect and felony convictions shall remain in the employee's personnel file.

The Board reserves the right to take appropriate and necessary action up to and including termination for any serious violations.

Section 11.5: Copies of Reports - Employees shall be given a copy of any evaluation and reports of disciplinary action that are to become a permanent part of their employment file. Employees have the right to submit a written response to evaluations and reports of disciplinary actions.

Section 11.6: Review of Personal File - Employees requesting a review of their personal file may also request that their Union Steward be present.

## ARTICLE 12

### Grievance Procedure

Section 12.1: Definition - A grievance shall mean a complaint by an individual or by a party in the bargaining unit that there has been a violation, or inequitable application of a specific provision of this Agreement.

As used in this Article, the term "party" may mean an individual or a group having the same grievance, or the Union.

Section 12.2: Level I (Informal or Verbal) - Any employee or group of employees with a grievance shall within ten (10) workdays of its alleged occurrence, or the discovery thereof (if the discovery could not reasonably have been made at the time of occurrence), discuss it with the immediate supervisor. At this and subsequent steps in the grievance procedure, a Union representative may accompany the employee upon request of the employee. The immediate supervisor will render his/her decision within ten (10) workdays to the grievant and Union representative.

Section 12.3: Level II (Formal or Written) - If the discussion at the informal level above fails to resolve the grievance, within ten (10) workdays following the decision of the immediate supervisor or designee, the Union Representative shall submit the grievance in writing to the immediate supervisor who shall

render his/her decision in writing to the grievant and Union within ten (10) workdays of the submission of the written grievance.

Section 12.4: Level III (Appeal to Superintendent) - If the grievance remains unresolved within ten (10) workdays of the written decision from the immediate supervisor in Level II, the Union Representative shall submit a copy of the written grievance to the Superintendent, or his/her designee, who within ten (10) workdays of the receipt of the grievance shall attempt to schedule a meeting with the employee and Union Representative in an effort to resolve the matter. Within ten (10) workdays after the meeting or attempts to meet, the Superintendent or his/her designee shall indicate in writing his/her disposition of the grievance to the Union. The employee may be represented at this level by the international union representative.

Section 12.5: Level IV (Arbitration) - If the grievance remains unresolved following receipt of the Superintendent's decision at Level III, the Union may within ten (10) workdays notify the Superintendent's Office of the Union's intent to refer the matter for arbitration to the American Arbitration Association. The Union shall provide written notification to the American Arbitration Association within ten (10) workdays of the notice to the Superintendent's Office. The letter will request the appointment of an arbitrator to hear the grievance, who shall be selected in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusive, and binding upon the Union, its members, the employee or employees involved, and the Board. The costs of arbitration will be borne exclusively by the loser.

Section 12.6: Grievance Time Limits - The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.

In the event the Board's representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.

## ARTICLE 13

### Seniority

Section 13.1: Seniority Date - Upon completion of a probationary period, each employee shall have seniority within one or more of the occupational groups as of the date such employee commenced work within that occupational group and accumulating from that date so long as it is not lost through any other provision of this Agreement. The following non-interchangeable occupational groups are agreed to:

Bus Driver  
Cafeteria Workers  
Dispatcher  
Skilled Maintenance  
Receiving & Delivery  
Lunch Supervisor  
Bus Mechanic

Custodians  
Driver Aide  
Secretary  
Teacher Aide  
Paraprofessional  
Building Security  
Groundskeeper

Section 13.2: Probationary Period - New employees shall be on probation during the first one hundred eighty (180) calendar days (excluding the summer period for those classifications that are not scheduled to work) during which period they have no seniority and may be discharged by the Board without assigning any cause therefore. Upon completion of the probationary period, their names shall be placed on the seniority list as of the date they were employed.

Probationary employees shall be represented by the Union in matters concerning wages, hours, and working conditions.

Probationary Period for Substitutes - Substitutes, who are hired as new permanent employees, will be credited with sixty (60) calendar days of their probationary period if they have worked at least ninety (90) calendar days in a consecutive period of one hundred twenty (120) calendar days, excluding summer break for school year employees.

Section 13.3: Termination of Seniority - Any employee's seniority shall terminate upon the occurrence of any of the following:

- (a) Voluntary quitting
- (b) Discharge for cause
- (c) Retirement
- (d) Employees who accept positions outside of the bargaining unit if that position is held for six months.
- (e) Laid off for a period in excess of two (2) continuous years
- (f) Failure to report to work after recall from a layoff.

Section 13.4: Seniority List - An up-to-date seniority list of all employees who have completed their probationary period shall be provided the Union, upon written request to the Human Resources Office, within ten (10) workdays of such request, not more often than every six (6) months.

In the circumstances of more than one (1) individual beginning employment on the same date, two (2) representatives of the Union and two (2) representatives of the Board will participate in a drawing to determine position on the seniority list. Employees so affected will be notified in writing of the date, place and time of the drawing.

Section 13.5: Notice of Force Reduction - In the event of a force reduction, or a permanent reduction in an employee's hours of work, the Board will give the employees at least ten (10) workdays advance notice.

Section 13.6: Force Reductions - When it is necessary to reduce personnel, employees shall be laid off in reverse order of their seniority by non-interchangeable occupational groups provided the remaining employees can do the available work. When it is necessary to reduce personnel, employees with seniority, displaced from their jobs or not awarded a job through the posting procedure, will be offered substitute work before non-seniority personnel are utilized, provided the employee has notified the Human Resources Office in writing of their desire to do substitute work. Employees will be moved in the following order:

- (1) Be permitted to fill vacant position for which they qualify in the same classification, on the same shift, with comparable number of hours, if any exist.
- (2) Be permitted to bump the least senior employee in the same classification with comparable number of hours on the same shift.
- (3) Be permitted to bump the lowest senior person in the same classification.

Employees who are moved into new positions due to a force reduction shall be given a thirty (30) day trial period in the new position to establish that they are capable of satisfactorily performing duties essential to that position. The trial period shall include familiarization with the position and in-service in the new position if necessary.

Section 13.7: Reduction in Hours - When it is necessary to reduce the regular scheduled hours of a job in excess of forty-five (45) minutes for Teacher Aides and fifteen (15) minutes for Food Service Employees, the employee on the affected job may use his/her seniority to displace a lesser senior employee in the same classification if it results in the same or greater number of hours than the assignment which was reduced. Exception: This provision does not apply to Bus Drivers and Driver Aides.

Section 13.8: Force Increase - When forces are increased, and before new employees are hired, previously laid off employees with seniority shall be recalled in order of their seniority provided that they have the ability to do the available work.

Section 13.9: Union Security Seniority - The following employees shall carry top seniority for layoff purposes only as long as there is work they can perform and in which case, they shall be the last employee to be laid off and the first to return, unless they elect to resign prior to the layoff: One committeeperson in each occupational group. There shall be only one (1) committeeperson for all of Unit D and only one (1) committeeperson for all of Unit F.

Section 13.10: Promotions - Promotion is defined as a change to a higher rated job classification, or to more scheduled hours within the same classification. Employees desiring to be considered for a promotion shall be given the opportunity to apply for such job whenever a vacancy occurs. Upon request, qualifications for all bargaining unit positions shall be available to the Union President and shall also be available to bargaining unit members at the Human Resources Office. Employees will be allowed to review qualifications and any special emphasis with the immediate supervisor and/or the Human Resources Office. A Union representative may accompany the employee.

All positions will be filled on the basis of qualifications. Union applicants will be given a preferential interview over outside applicants. Wherever possible, qualified union applicants will be awarded the assignment. When employees have equal qualifications and abilities to perform the work, the employee with the longest continuous time in the bargaining unit shall be given the assignment.

Section 13.11: Job Postings - All job postings shall be posted on designated bulletin boards in each building for a period of at least five (5) workdays. A copy of such posting will be provided to the local union president. Employees desiring to be considered shall return to the Human Resources Office a written application for such job by the end of the fifth (5th) day. Employees who are not working during the summer may, in writing, notify the Human Resources Office of their desire to be considered for job openings. Upon such notification they will be considered as signers on such postings. Exception: To be

considered as a signer for a job posting, employees must be actively employed and not on a personal leave. Persons on personal leave may apply to be reinstated only in the same classification they are on leave from; such employees shall be reinstated only if a position is available. The parties agree that ten (10) month employees on regular summer vacations will be considered as active employees. Proof may be required for such leave.

Section 13.12: Trial Period - Employees who are promoted shall be given a sixty (60) workday trial period in the higher rated job to establish that they are capable of satisfactorily performing those job duties. This trial period shall include on-the-job training. If the employee is not capable of satisfactorily performing those job duties, they shall be returned to their previous job.

Section 13.13: Transfer to Different Groups - Employees transferred by promotion to a different non-interchangeable group shall commence accruing seniority in the new group from the date of transfer. Those employees shall also continue to accrue seniority for purposes of layoff and recall in their original non-interchangeable group.

Employees returning to their original group shall return to those hours worked when they left that classification. Employees returning to the bus driver unit (Unit C) prior to the opening of school shall be the last employee to bid a run.

All employees exercising their rights under this provision must have the basic skills and required qualifications. Said employees shall be given a sixty (60) workday trial period per Article 13 – Section 13.12.

Section 13.14: Shift Preference - Employees desiring to be transferred to a different shift and been granted such shift change may not apply for another shift transfer for a period of six (6) months. Such transfer shall be granted on the basis of seniority whenever a vacancy in his/her classification exists on the desired shift. Such transfer may be denied only if the unique abilities of the employee are necessary for efficient operation. Exception: This provision does not apply to Bus Drivers and Driver Aides.

Section 13.15: Transfers Between Buildings - Whenever a vacancy occurs and an employee from another building in the same classification desires a transfer, the employee will be granted the transfer based on seniority. The employee may request such transfer by sending a letter of intent and stating their reasons for such a request. If the employee is not granted a transfer, they will be provided a written notice by the Administration.

Section 13.16: Use of Substitutes (does not apply to Unit C Bus Drivers) - Substitutes may be used to fill temporary vacancies caused by the absence of any regular full-time employee for the duration of the full-time employee's absence. Once a job has been permanently vacated (i.e. quit, death, retirement) the job will be posted and substitutes will only be allowed to fill this vacancy for up to 45 days, or longer if mutually agreed upon, to allow completion of the posting/award process.

Section 13.17: Work Period (Teacher Aides) - Upon the recommendation by the teacher and his/her immediate supervisor, a re-evaluation of the necessary time to be used by Aides for preparation will be considered. If it is deemed that benefits can be achieved by granting additional working time to any specific Aides, this will be implemented upon the approval of the Director of Human Resources.



## ARTICLE 14

### Working Conditions

#### Section 14.1: Safety

- A. The Board shall provide a place of employment that is reasonably free from physical and health hazards.
- B. A copy of any reports on health or safety hazards shall be made available to the Union's representative whenever it is filed or resolved.
- C. The Board shall be responsible for providing transportation for employees injured and who need transportation to appropriate medical facilities.
- D. An employee injured on the job who is removed to a medical facility shall receive pay for his/her regularly scheduled hours provided he/she is unable to return to work for that day.
- E. An eight (8) member joint safety and health committee will be established. This committee shall include members of the bargaining unit and administrative personnel as appointed by the superintendent. The committee will meet at least on a quarterly basis, and its findings are to be regarded as advisory in nature.

Joint Safety and Health Committee includes the following:

#### U.S.W.

#### Administration

- |                          |                             |
|--------------------------|-----------------------------|
| 1. President             | 1. Human Resources Director |
| 2. Custodian/Maintenance | 2. Business Director        |
| 3. Committeeperson       | 3. Maintenance Supervisor   |
| 4. Grievance Chairperson | 4. Other Representative     |

Section 14.2: Workday - Employees are expected to work a normal eight (8) [seven and one-half (7-1/2)] hour shift per day scheduled Monday through Friday. The regular workweek will be forty (40) [thirty-seven and one-half (37-1/2)] hours. NOTE: The provisions of 14.2 do not constitute a guarantee of work, nor do they apply to Unit D or Unit F.

Employees assigned a regular workweek, as defined above, will be provided two (2) fifteen (15) minute paid breaks each day.

Employees who work four (4) hours but less than seven and one-half (7-1/2) hours per day will be provided one (1) fifteen (15) minute paid break each day.

Employees who work six (6) or more hours per day will be provided a one-half (1/2) hour unpaid lunch period as close to midway in each shift as practical. Each unpaid lunch period shall be continuous and uninterrupted. Employees may leave school property during their unpaid lunch period.

Employees whose services are required during their lunch period will be paid for the lunch period.

Employees not required to work during their lunch period may, at the employee's option, combine their two (2) fifteen (15) minute breaks and take a one-half (1/2) hour paid lunch period that will be continuous and uninterrupted.

Section 14.3: Shift Premium (Units A, B and C only) - No shift premium will be paid on the 1st shift. A premium of 5% of base rate shall be paid for all hours worked on the 2nd shift. A premium of 8% of base rate shall be paid for all hours worked on the 3rd shift. Any shift starting between 6:00 a.m. and 1:00 p.m. will be considered as the 1st shift; any between 1:00 p.m. and 8:00 p.m. as a 2nd shift; and any after 8:00 p.m. as 3rd shift.

Section 14.4: Call-In Pay - Employees who are called in to work shall receive a minimum of two (2) hours of pay in accordance with the overtime provisions of this Agreement. (This section does not apply to Unit F.)

Section 14.5: Work Schedule - There will be no shift rotation. This shall not prohibit the reassignment of employees where it is necessary for them to perform their assignment duties. (This section does not apply to Unit F.)

Section 14.6: Temporary Jobs (Units A, B, D and F) - Temporary jobs are defined as vacancies or openings lasting less than ninety (90) calendar days. Temporary transfers within a group may be made for up to such periods. Such temporary transfers do not have to be made on the basis of seniority.

Employees taking the place of persons on sick leave may be kept on that job until the absent employee returns from sick leave.

Section 14.7: Temporary Jobs (Unit C) - Routes of employees on sick leave (paid and unpaid) shall not be considered vacated until such employee has been on sick leave in excess of ninety (90) calendar days, but will be filled temporarily until the driver on leave returns to that route. Upon return from sick leave or over ninety (90) days that employee shall exercise seniority to replace the least senior driver. The parties may mutually agree to extend the ninety (90) day period.

Section 14.8: Temporary Assignment - When an employee is temporarily required to fill a classification paying a higher rate of pay for one full shift or more, the employee shall receive the higher rate; but if required to temporarily fill a classification paying a lower rate of pay, his/her rate shall be at the higher rate. When an employee is required because of reduction in number of people or other noted reasons, to fill a classification for more than five (5) workdays at a rate lower than his/her regular rate, such employee shall commence receiving the lower rate on the Monday following the fifth (5<sup>th</sup>) day of work due to such reduction in forces.

Employees on temporary assignment for at least thirty (30) calendar days or more per this section shall receive the holiday pay and sick pay provided their original classification or the classification to which they are temporarily assigned, whichever is greater.

Section 14.9: Overtime (Units A and B) - Time and one-half shall be paid for all overtime in excess of forty (40) hours in one week or eight (8) hours in a twenty-four (24) hour period except that cafeteria

employees shall be paid time and one-half for all hours over seven and one-half (7-1/2) in a twenty-four (24) hour period. Time and one-half shall be paid for all Saturday work. Double time shall be awarded for all hours worked on Sundays and holidays.

A fair distribution of overtime by building will be allocated to perform the work most efficiently and to afford all employees a fair portion of the overtime within classification whenever practicable. A list of overtime hours will be maintained.

Section 14.10: Overtime (Units C, D and F) - Time and one-half shall be paid for all overtime in excess of forty (40) hours in one week. Double time shall be paid for all Sundays and holidays.

Section 14.11: Filling Kitchen Vacancies - Employees scheduled less than seven and one-half (7-1/2) hours per day desiring extra work filling jobs with more hours shall file an application with the Director of Food Service on forms to be provided by the Board. Such application shall be filed within the first five (5) workdays of the school year. An employee who fails to file such application within that specified time period shall be charged (recorded) as having worked with the highest number of paid hours, which then is recorded for any employee on the Extra Work Board.

Section 14.12: Extra Work Board - The names of employees applying in writing for such extra work shall be arranged on the Extra Work Board in the order of their seniority after the application period. The initial vacancy occurring will be filled on the basis of seniority. Thereafter, efforts will be made to provide a fair distribution of extra work by allowing the employee with the least charged hours to fill the vacancy, giving consideration to overtime requirements.

All hours worked or refused shall be posted on the Extra Work Board, "R" = refused; "S" = sick; "NA" = no answer. Such posting will reflect all paid hours. The Union committee will review periodically. Employees who refuse two (2) consecutive calls without a reasonable excuse may be removed from the Extra Work Board for that year. Employees assigned under the provisions of this Section shall remain in that position until the absent employee returns.

Any employee working on a job in accordance with the above provisions who works for ten (10) consecutive days and otherwise qualifies for holiday pay provisions shall receive holiday pay at the higher rate.

Section 14.13: Mileage - Employees who are required to use their automobiles in the performance of their work duties will be reimbursed at the IRS rate per mile.

Section 14.14: Additional Work Opportunities - The parties mutually agree that opportunities exist within the District for employment of individuals in jobs not covered by the collective bargaining agreement. However, it is the intention of the employer to continue the practice of offering these jobs whenever feasible and it does not interfere with the employee's regular duties, to those employees presently working in the District.

## ARTICLE 15

### Leaves of Absence

Section 15.1: Personal Leaves (Units A, B, D and F) - Requests for leave of absence for personal reasons shall be made in writing to the Superintendent of Schools or his/her representative for approval or denial for just cause. If the employee should return within a one (1) year period, a comparable position will be offered, if available, but in any case with no loss of service credit, and the employee shall be placed on the same step of the salary schedule, which the employee previously held.

Section 15.2: Personal Leaves (Unit C) - Requests for leave of absence for personal reasons shall be made in writing to the Superintendent of Schools or his/her representative for approval or denial for just cause. The route of drivers granted a leave for over four (4) weeks or less duration shall not be considered as vacated but will be filled temporarily. The route of drivers granted a leave for over four (4) weeks shall be considered vacated and posted for bidding; and when that driver on leave returns they will serve as top sub as determined by the administration. Leaves of absence for personal reasons shall not be granted for periods in excess of one (1) year.

Section 15.3: Paid Sick Leave (Units A, B, C and D) - Each employee shall be allowed sick leave for personal illness as follows: One (1) day of paid sick leave for each month the employee received pay during the year. Unused days of sick leave shall be accumulative to one hundred fifty (150) workdays.

Accumulation of sick leave will not begin until the one hundred eighty (180) calendar day probationary period has expired.

Section 15.4: Sick Leave Merit (Units A, B, C and D) - Employees who have been employed in the District for fifteen (15) or more years shall receive twenty-five dollars (\$25) for each accumulated day in their sick bank in excess of ninety (90) when employment is mutually terminated. For the purpose of this section, all part-time employees' sick leave days shall be adjusted to a seven and one half (7½) hour day.

Section 15.5: Unpaid Sick Leave (Units A, B, C, D and F) - Any employee whose personal illness extends beyond the period which compensation is received shall be granted such additional leave of absence, without pay, as is necessary for a complete recovery from such illness. Except for work-related injury or work-related illness, no leave of absence shall exceed the seniority accumulated at the time of commencement of the leave. Upon return from leave the employee shall be assigned to a like position in their unit, if available. A person requesting such leave shall submit satisfactory evidence of illness. A Unit D employee who takes an unpaid leave of one hundred twenty (120) calendar days or less shall have the right to return to his/her former position.

Section 15.6: Emergency Leaves (Units A, B, C and D) - Sick leave days may be utilized for emergency leaves up to twelve (12) days per year and ten (10) days per year for twelve month and ten month employees, respectively, for the following reasons:

- (a) Illness in the immediate family, which shall include mother, father, husband, wife, child and others living in the employee's immediate household.
- (b) Bereavement leave to include those in the immediate family (as above), brother, sister,

- mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, and grandchildren.
- (c) Any seniored regular full-time employee subject to this Agreement who, while actively working, shall suffer death in his/her immediate family (as defined in Section 15.7(a) of this Article) shall be granted a leave of absence with basic pay at the daily straight time rate for any regularly scheduled workdays when he/she is required to be absent to discharge specific obligations placed upon him/her by reason of such death. The paid leave shall be from the day of death through the day of the funeral, but not exceeding three (3) workdays. The Board may require written application for such leave as well as proof of death and relationship to the deceased, as well as proof of the fulfillment of other rules of eligibility of this Article, before making any payment under this Article.
- (d) Additional days may be granted by the Superintendent or his/her representative in cases of emergency, accident, or other extenuating circumstances.

Section 15.7: Military Leave - Military leave shall be subject to conditions as established by Federal and State laws or the action of the Board of Education. Any regular employee who may be conscripted for service or be recalled to active duty shall be reinstated to his/her old position or to a position of equal importance with full credit for the time spent in the service. Such return shall be by written request within ninety (90) days after release and such reinstatement shall be made at the earliest possible time.

Section 15.8: Conference Leaves (Units A, B, C, D and F) - Upon advance notice to the Administration, leaves of absence without pay for a period not to exceed thirty (30) days will be granted to employees to attend Union conferences and conventions, provided such leaves do not unduly interfere with the Employer's operation.

Section 15.9: Seniority on Leaves - Time on leaves of absence shall count as time worked for purposes of seniority except in Section 15.11 below.

Section 15.10: Union Leave - The Board shall grant, without pay, a leave of absence with no accrual of seniority, for a one (1) year period upon the application of any employee who accepts a position with the Local Union, International Union, federated union bodies; upon returning to work, such employees must be able to perform the work of the job classification to which he/she is returning; or if that job classification has been eliminated, to such other job as he/she might be capable of performing and to which he/she might be entitled by reason of his/her seniority. In connection with this, the Board may require a physical examination provided they pay for same. Such leave may be renewed on a yearly basis.

Section 15.11: Unit F "No-Fault" Days - Unit F employees will be granted five (5) "no fault" days off with pay annually beginning July 1, 2006 to be used at their discretion with the approval of their supervisor. These days are not accumulative.

## ARTICLE 16

### Business Days (Units A, B, C and D)

Section 16.1: Business Day - Two (2) days per year shall be provided each member of the Union other

than a part-time employee, each year for legal, household or family matters, which require absences during the school day. Hunting, fishing, recreation, vacations, and social matters are not considered proper uses of this Article.

Section 16.2: Application for such leave shall state the reason for taking such leave. In the event that the nature of the request requires strict confidentiality, the employee may apply for the leave using as a reason "personal reasons." However, a specific purpose of the leave will normally be communicated to the employee's immediate supervisor; or by notification to the supervisor, may be taken directly to the Director of Human Resources.

Section 16.3: A business day leave may be denied the day before and/or after a school holiday.

Section 16.4: Business days may not be accumulated. Unused business days may accumulate as sick leave days at the end of each year.

Section 16.5: Business days will be granted provided satisfactory replacement can be obtained.

## ARTICLE 17

### Jury Duty

An employee with six (6) months of seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages (excluding night-shift premium) the employee otherwise would have earned by working during straight time hours for the Board on that day and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day for which he/she reports or performs jury duty and on which he/she otherwise would have been scheduled to work for the Board.

The obligation of the Board to pay the employee for jury duty is limited to a maximum of sixty (60) days of any calendar year.

In order to receive payment, the employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment.

The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

## ARTICLE 18

### Board Contributions (Units A, B, C and D)

Section 18.1: Sick Leave - The Board shall pay its share of all insurance contributions for a period of one (1) month for each ten (10) days or fraction thereof of accumulated paid sick leave in the employee's individual account the day the employee commences such sick leave, not to exceed one (1) year, nor be less than two (2) months. Such period shall begin at the termination of paid sick leave for the purpose of

this Article. All time limits shall be computed as though the employee had received pay for all sick leave accumulated from the time the employee went on sick leave.

Section 18.2: Workers' Compensation - When an employee is off the job as a result of an injury qualifying for Workers' Compensation, the Employer agrees to pay its insurance contribution not to exceed six (6) months, and the employee shall maintain his/her seniority during this period of absence.

Sick leave benefits will not be applied to absences resulting from a work related injury unless the employee requests that his/her sick leave benefits be coordinated with his/her Worker's Compensation benefits. If the employee chooses not to have his/her benefits coordinated and his/her first seven days are not covered by Worker's Compensation, he/she may later request the use of sick leave to cover the first seven days.

## ARTICLE 19

### Snow Days (Units A, B, C and D)

Section 19.1: Employees will be provided an opportunity to recover up to two (2) days of lost wages as a result of school closings caused by "Acts of God" or any other calamity beyond the control of the School District. Employees interested in making up such time must file a written request with the immediate supervisor, within two (2) workdays of the "Act of God" day. Opportunities for making up the time and procedures attendant thereto shall be determined by the Administration.

## ARTICLE 20

### Wages

Section 20.1: Wages - Effective July 1, 2006, all classifications shall be increased by 1% as displayed below. Effective July 1, 2007 all classifications shall be increased by 1% as displayed below. Wages shall be open for re-negotiations during the third year of this Agreement.

	Effective 7/1/06	Effective 7/1/07
Custodian	15.72	15.88
Custodial Chief	17.38	17.55
Receiving & Delivery	15.76	15.92
Skilled Maintenance	18.31	18.49
Bus Mechanic	18.31	18.49
Head Cook**	11.35	11.46
Groundskeeper	9.96	10.06
General Kitchen Help**	9.73	9.83
Teacher Aide (Step 1)*	11.91	12.03
Teacher Aide (Step 2)*	12.37	12.49
Teacher Aide (Step 3)*	12.93	13.06
Building Security	11.91	12.03
Secretary (Level I)*****	13.69	13.83
Secretary (Level II)*****	14.97	15.12
Secretary (Level III)*****	15.93	16.09
Payroll	15.93	16.09
Dispatcher	16.60	16.77
Bus Driver	15.82	15.98
Driver Aide	10.98	11.09
Paraprofessional (Step 1)***	11.05	11.16
Paraprofessional (Step 2)***	12.15	12.27
Paraprofessional (Step 3)***	13.33	13.46
Paraprofessional (Step 4)***	14.63	14.78
Lunch Supervisor	7.02	7.22



\* For teacher aides, the following criteria apply to step placement on the wage schedule:

- Step 1: High school diploma
- Step 2: Verification of 30 hours college credit or passing an approved assessment test
- Step 3: Associates Degree or higher degree

Teacher aides who work in programs requiring certification and who possess a CDA shall be moved to Step 2. They also must attend classes to update their CDA credentials or equivalent continuing education as approved by an accredited college or the State Board of Education.

\*\* Food Service employees working in the main kitchen shall receive a premium pay of \$0.10 per hour.

\*\*\* For paraprofessionals, the following criteria apply to step placement on the wage schedule:

- Step 1: Verification of 4,000 hours work-related experience.
- Step 2: Verification of 6,000 hours work-related experience and/or 30 hours of post high school education of work-related training.
- Step 3: Verification of 8,000 hours work-related experience and/or 60 hours of post high school education or work-related training.
- Step 4: Verification of 10,000 hours work-related experience and/or 90 hours of post high school education or work-related training.

Work-related experience will include outside and District experience.

\*\*\*\*\*There will be a three level secretarial classification. Level of pay is determined by the following classifications:

- Level I: Print secretary; teacher secretary; athletic secretary
- Level II: ESC receptionist; elementary secretary; child care secretary; B.A.S.E. secretary; middle school principal secretary; attendance/discipline secretary
- Level III: High school principal secretary; high/middle school counseling secretary; accounts payable secretary; business support services specialist

Level assignment for new secretarial classifications during the life of this Agreement shall be determined by mutual agreement of the parties.

Section 20.2: Wage Progression - Newly hired employees will be put on the following wage progression:

180 calendar day probationary period	60%
180 calendar days to 12 months	70%
12 months to 18 months	80%
18 months to 24 months	90%
24 months	100%

An employee already employed by the District who moves from one classification to another shall be paid their current wage rate or 80% of the new classification wage rate, whichever is greater, for the first 90 calendar days in the new position. After that he/she shall be paid at 100% of the appropriate rate.

Section 20.3: Longevity (Units A, B, C and D)

After 10 years of service 4% above maximum regular salary.  
After 15 years of service 6% above maximum regular salary.  
After 20 years of service 8% above maximum regular salary.  
After 25 years of service 10% above maximum regular salary.

Section 20.4: Rate Establishment and Adjustment (Units A and B) - When a wage rate for a new job or a new wage rate is adopted, the Union or any member of the Union affected may at any time within thirty (30) workdays (except where the parties otherwise mutually agree) file a grievance alleging that such new rate does not bear a fair relationship to other jobs in the system. Such grievance shall be adjusted under the grievance procedure of this Agreement. If the grievance is submitted to arbitration, the decision shall be effective as of the date when the employee was assigned to the new wage rate or new job.

Section 20.5: Work Periods (Unit C) - The initial period of work assigned to employees will be a minimum of two (2) consecutive hours. In the event the employee, after completing their initial period of work, is scheduled or required to return for one (1) or more additional periods of work, these periods shall also be for a minimum of two (2) consecutive hours each. This does not apply to field trips.

Time Segments - Wages shall be computed in segments of one (1) minute.

## ARTICLE 21

### Fringe Benefits (Units A, B, C and D)

Section 21.1: Eligibility - To be eligible for Board-paid benefits the employee must:

- (1) Be employed on a regular basis for either the school year or the full year, and
- (2) Regularly scheduled to work thirty (30) hours or more per week, except for life insurance benefits (see Section 22.7).
- (3) Have obtained seniority.

Section 21.2: Duplication of Benefits - There will not be any duplication of benefits for health insurance, dental insurance (i.e. husband and wife both working for the District).

Section 21.3: Changes in Family Status - Changes in family status shall be reported by the employee to the Human Resources Office within thirty (30) days of such change. An employee census will be taken annually. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this requirement up to the time of the next census, not to exceed one year.

Section 21.4: Policy Administration - Within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder, eligible employees, upon submission of a written application, shall be provided the fringe benefits as outlined below; however, it is understood that the provisions of the policy supersede and govern all obligations of the employer.

Section 21.5: Health Insurance

MESSA Choices II with \$5/10 drug card

\$20,000 life insurance for all employees regularly scheduled to work thirty (30) or more hours per week.

Dental and vision insurance for all employees regularly scheduled to work thirty (30) or more hours per week.

Teacher aides and security aides shall be provided single subscriber coverage only for September through June provided they meet the eligibility requirements in Section 21.1.

Employees who elect not to receive health benefits will continue to receive dental and life insurance and \$100 per month as cash option in lieu of health insurance. (Teacher aides and security aides are not eligible for the cash option in lieu of health insurance for the months of July and August.)

During the initial/open enrollment period each year, employees will have the opportunity to elect or cancel health insurance.

Any paraprofessional receiving an increased level of benefits than those described in this Article as of December 1, 1991 shall be grandfathered at that benefit level for the duration of this Agreement.

Section 21.6: Life Insurance - The Board of Education shall provide a term life insurance policy as outlined below:

All employees (30 hours per week)	\$20,000
All others (20 or more hours per week)	\$10,000

Section 21.7: Career Development - Employees shall be paid for any job-related training required by the Board.

Section 21.8: Additional Fringe Benefits for Bus Drivers and Driver Aides

- A. Chauffeur's License - Chauffeur's license for certified bus drivers will be paid by the Board of Education after the driver has been employed one (1) year or their Chauffeur's license expires, whichever occurs first.
- B. Field Trip Expenses - The Board shall assume the reasonable cost of any housing of drivers and fueling of buses on any field trips requiring an overnight stay outside the District. Mutually acceptable arrangements for payment of such costs will be made prior to the trip.

On field trips outside the District on a duration of four (4) hours or more and every four (4) hours thereafter, the Board shall provide a meal or the cost of a meal not to exceed three (3) per twenty-four (24) hour period. Receipt for meals must be provided for reimbursement and is not to exceed:

\$4.00	Breakfast
\$5.00	Lunch
\$7.00	Dinner

- C. Physical Examinations - All bus drivers, before they are hired and each year thereafter on their anniversary date, shall submit to a physical examination paid for by the Board, from a Board-appointed medical examiner or a doctor authorized by the Superintendent of Schools. Examination shall be set for a mutually acceptable time. The examination will be similar to that outlined on Form SM2935, School Bus Driver Medical Examination Record from the Michigan Department of Education. This form is intended to serve as a guide for medical examiners to meet the requirement of Act 117 of the Public Acts of 1957.

Section 21.9: Uniforms - The District will provide full-time maintenance and full-time bus mechanics with uniforms on an annual basis. Additional uniforms will be provided at the discretion of the Board of Education.

## ARTICLE 22

### Vacations

NOTE: Vacation language in this Article 22 applies to Units A, B, and Unit C Dispatcher with numerical values which apply to Unit A and B occurring in brackets [].

Section 22.1: Up to One Year of Seniority - Forty (40) [thirty-seven and one-half (37½) or thirty (30)] hours vacation with pay at each employee's rate of pay on June 30, not including any premium pay, will be granted to each employee who works a regular work week of forty (40) [thirty-seven and one-half (37½) or thirty (30)] hours in addition to being scheduled the full twelve (12) months and is covered by this Agreement, who had one (1) year of seniority as of June 30, provided he/she has worked eighteen hundred (1,800) [sixteen hundred (1,600) or fourteen hundred (1,400)] hours ending with the last complete pay period ending during the work week in which June 30 occurs.

Any employee having at least four months seniority on June 30, but not having a full year of seniority and who qualifies in accordance with Section 1 above shall receive a prorated week of pay in a proportion with the number of hours actually worked to eighteen hundred (1,800) [sixteen hundred (1,600) or fourteen hundred (1,400)] hours.

For the purpose of computing vacation time in any given year, the District shall include within the eighteen hundred (1,800) [sixteen hundred (1,600) or fourteen hundred (1,400)] computable hours all vacation, holiday, and sick leave time for which pay was received by the employee. Workers' compensation hours shall be used for a period not to exceed six (6) months.

Section 22.2: Two Through Four Years of Seniority - Subject to the above conditions, employees having two (2) or more years of seniority on June 30 shall receive eighty (80) [seventy-five (75) or sixty (60)]

hours vacation with pay in accordance with the above provisions. Those employees not having a full two (2) years of seniority shall receive a prorated vacation with pay in a proportion with the number of days employed over one (1) year.

Section 22.3: Five Through Seven Years of Seniority - Subject to the above conditions, employees having five (5) or more years of seniority on June 30 shall receive one hundred twenty (120) [one hundred twelve and one-half (112-1/2) or ninety (90)] hours vacation with pay. Those employees not having a full five (5) years of seniority shall receive a prorated vacation with pay in a proportion with the number of days employed over four (4) years.

Section 22.4: Eight Through Twenty and Above Years of Seniority - The amounts of seniority indicated below on June 30 shall receive the number of hours vacation with pay as indicated:

	<u>Unit A</u> <u>Unit C Dispatcher</u>	<u>Unit B</u>	<u>30-Hour</u> <u>Custodians</u>
8 through 10 years of seniority	128 hours	120 hours	96 hours
11 through 13 years of seniority	136 hours	127½ hours	102 hours
14 through 16 years of seniority	144 hours	135 hours	108 hours
17 through 19 years of seniority	152 hours	142½ hours	114 hours
20 through 22 years of seniority	160 hours	150 hours	120 hours
23 through 25 years of seniority	168 hours	157½ hours	126 hours
26 through 28 years of seniority	176 hours	165 hours	132 hours
29 through 31 years of seniority	184 hours	172½ hours	138 hours

Employees in Unit A and the Unit C Dispatcher will be allowed to carryover into the next year a maximum of 20 hours unused vacation. Employees in Unit B will be allowed to carryover into the next year a maximum of 18-3/4 hours.

Section 22.5: Vacation vs. Termination/Lay Off - Employees who qualify in accordance with the conditions above, except (a) who terminate their employment prior to June 30 by quitting employment in the Bridgeport-Spaulling School District and who give a two (2) week notice to the Employer, or (b) who are laid off, shall receive vacation pay in accordance with the above schedule by having such pay prorated as to the actual number of hours worked against eighteen hundred (1,800) [sixteen hundred (1,600) or fourteen (1,400)].

Employees who qualify in accordance with the conditions above, who have been laid off and are subsequently called back to work, shall receive vacation pay in accordance with the above schedule by having such pay prorated as to the actual number of hours worked against eighteen hundred (1,800) [sixteen hundred (1,600) or fourteen (1,400)] hours less any vacation pay previously received.

Section 22.6: Vacation Schedule in Excess of Eighty (80) [Seventy-Five (75) or Sixty (60)] Hours - Employees who have qualified for more than eighty (80) [seventy-five (75) or sixty (60)] hours vacation will be allowed to take it at any time when it does not interfere with the normal school business, except that it is understood that custodians [secretaries] shall not be allowed to take vacation two weeks prior to the start of school, during Christmas or spring vacation, unless mutually agreed between the parties.

Section 22.7: Vacation Computation for School Year to Full Year - Full-time (six (6) hours or more per day) school year employees who are transferred to a full year position shall be eligible to receive one (1) month credit toward computation of vacation time for each month in which the employee worked ninety (90) hours.

## ARTICLE 23

### Paid Holidays

Section 23.1: Recognized Holidays (Units A, B, C, D) - Employees who have successfully completed a probationary period in the Bridgeport-Spaulding Community School System and have worked the last scheduled day before and the first scheduled day after a holiday shall be entitled to the idle holidays with pay as listed below. These holidays will be scheduled during the regular school week, Monday through Friday, even though they fall on the weekends, provided school is not in session.

It is the intent of the parties that the holidays below will be observed on the days indicated other than has been previously noted. However, the parties may by mutual consent agree to change any holidays listed in this Section for some other day during the school year.

#### PAID HOLIDAYS (Units A, B and Unit C Dispatcher)

- |  |                               |
|--|-------------------------------|
| (a) New Years Day  | (f) Labor Day                 |
| (b) Martin Luther King Day   | (g) Thanksgiving Day          |
| (c) Good Friday  | (h) Day after Thanksgiving    |
| (d) Memorial Day   | (i) Christmas Eve Day         |
| (e) Fourth of July (does not apply to school year employees and/or Bus Drivers and Driver Aides) | (j) Christmas Day             |
|  | (k) December 31 <sup>st</sup> |

#### PAID HOLIDAYS (Units C and D)

- |                            |                               |
|----------------------------|-------------------------------|
| (a) New Years Day          | (g) Day after Thanksgiving    |
| (b) Martin Luther King Day | (h) Christmas Eve Day         |
| (c) Good Friday            | (i) Christmas Day             |
| (d) Memorial Day           | (j) December 31 <sup>st</sup> |
| (e) Labor Day              |                               |
| (f) Thanksgiving Day       |                               |

Section 23.2: Holidays During Vacation - It is mutually agreed by the parties hereto that if a holiday occurs during any period of vacation taken by an employee, then in that event the person shall be allowed an additional day's vacation or some other mutually agreeable day.

Section 23.3: Pay for Work on Holidays - An employee who works on a holiday will be entitled to two (2) times his/her regular rate of pay for all time worked, plus their holiday pay for the holiday, provided they otherwise qualify under this Section for holiday pay.

## ARTICLE 24

### Assignment and Transfer (Unit C)

Section 24.1: Determination of Routes - The Board shall determine the runs to be assigned to each route. Bids will be taken for these routes in August. Two (2) weeks prior notice of the date of bidding will be given drivers and aides. Information and details of posted routes will be made available on request. Routes will be awarded on the basis of group seniority.

The Board agrees that insofar as practical routes established will be adjusted wherever practical to result in normal workday of six (6) hours or more. It is recognized that fewer hours may be necessary as a result of unavailability of personnel, buses, equipment, scheduling, etc.

Section 24.2: Posting of Routes - After routes are bid and assigned at the beginning of the school year, they shall not be reassigned until after Fourth Friday (count day). After Fourth Friday, routes vacated or created during the remaining school year, or changed in excess of one (1) hour shall be promptly posted on the bulletin board in the bus terminal for five (5) workdays. Any employee may apply for the position in writing, and the routes will be awarded on a group seniority basis.

Section 24.3: Route Award Limits - Any employee who bids on a route must accept the route "as is." The employee who is awarded the route becomes disqualified from bidding on any other routes during the school year, unless the new route would involve additional hours.

Section 24.4: Filling Routes Left Open - If the vacant route is not bid on after being posted five (5) workdays, the Transportation Supervisor may select an applicant from outside the bargaining unit.

Section 24.5: After School Programs - When after school programs are established, the hours of said programs shall be added to regularly scheduled routes and shall be awarded by seniority. Employees accepting such routes shall not receive health insurance benefits unless otherwise entitled.

Employees accepting such routes shall receive credit for said hours in their sick leave bank, personal business days and holiday accumulations.

## ARTICLE 25

### Field Trips (Unit C)

Section 25.1: Definitions - Field trips normally are those provided certain groups for entertainment, athletic events, educational events, or extracurricular activities. The Board agrees to provide estimated driving and downtime for each field trip upon request of the driver, where practical.

Field trips with a group in excess of fifteen (15) will normally be transported by bargaining unit drivers, except for tournaments or other special events. Splitting groups and thereby avoiding this limitation will be considered a violation of the Agreement. Out-of-state field trips will not be available to bargaining unit drivers. Field trips with a group in excess of fifteen (15) traveling in excess of sixty (60) miles one way may utilize a private carrier, as long as the Transportation Department is notified.

The Transportation Department will be provided with current year rosters of all athletic teams.

Section 25.2: Application for Field Trips - Regular drivers desiring to drive field trips shall file a written application with the Director of Transportation on forms to be provided by the Board. Applications shall be made within the first five (5) workdays of the school year. An employee who fails to submit his/her application for field trips within the specified time shall be charged with the highest number of hours appearing on the board for any driver when application for field trips is made.

Section 25.3: Refusals - Drivers who refuse two (2) consecutive calls without a reasonable excuse may be removed from the field trip board for that year.

Section 25.4: Field Trip Board - A field trip board recording the number of paid hours worked or offered shall be maintained in the Drivers' Lounge that all employees may observe the postings. Postings shall be made weekly, if possible. Efforts will be made to provide a fair distribution of field trip time to the drivers posted on the field trip board giving consideration to overtime requirements. The field trip board shall be maintained by a member of the Union and Board representative.

Section 25.5: Committee Review of Field Trip Board - The committee shall review the field trip board with the Board representatives when it appears to be necessary and at a time agreed upon by both parties.

Section 25.6: Required Field Trips - The Board shall have the right to require employees to work a reasonable amount of field trips if the field trip board list has been exhausted. Seniority should be considered in such circumstances.

If a regular route is lost due to the assignment of a required field trip, no loss in pay will result. If the field trip would have been for less pay, no hours will be credited on the field trip board. Should the required field trip result in more pay than the lost regular route, only the time over and above the regular route will be credited on the field trip board.

Section 25.7: Recording Field Trips - All field trips worked or refused shall be recorded on the field trip board: Example "R" = refused; "S" = sick; "NA" = no answer. Posting of field trip hours shall reflect the actual hours paid including overtime. All field trips refused "R" (or recorded as sick "S") shall be considered as worked.

Section 25.8: Notification of Field Trips - Employees will be notified of field trips at least twenty-four (24) hours in advance, when possible.

Section 25.9: Extra Allowance - Drivers working a field trip that begins and/or ends when the bus yard is closed will be paid for an additional one-tenth (1/10th) of an hour at their regular rate each time they must enter the yard.



## ARTICLE 26

### Assignments/Schedules

#### Classifications (Unit B)

Section 26.1: Secretarial - Secretarial employees of the District shall fall into either a full year or school year category.

Full year employees are required to work the full calendar year, subject to the limitations of this Agreement.

Secretarial employees needed during the summer, which have not been designated as full year positions, shall be advertised in the manner described herein and preference shall be given to filling such positions on the basis of seniority -- provided they have the qualifications and skills necessary to perform the job.

#### Classifications (Unit C)

Section 26.2: Substitute Driver - Those drivers employed by the Board who are called in on a random basis to fill vacancies created by the absence of regular drivers or field trips. Substitutes will not be in the bargaining unit.

Section 26.3: Bus Driver Aides - Employees whose duties are to ride on the bus and assist the driver with loading, unloading and controlling the passengers.

Section 26.4: Driver Duties - Bus driver duties, in addition to driving, will include safety checks, warm up, sweeping of bus, cleaning windows and mirrors, making of maps, student lists, in-service training, and any other reasonable duties.

ARTICLE 27

Duration

The parties agree that this Agreement shall be effective July 1, 2006, and will remain in effect until June 30, 2009. For the year beginning July 1, 2008 through June 30, 2009, wages will be re-opened for negotiations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the twenty-first (21st) day of December, 2006.

**FOR THE BRIDGEPORT-SPAULDING BOARD OF EDUCATION**

**UNITED STEELWORKERS AFL-CIO-CLC**

Michelle Ziemer  
Michelle Ziemer, President  
RaeAnn Cronk  
RaeAnn Cronk, Secretary

Leo W. Gerard, International President  
James D. English, Int'l Secretary-Treasurer  
Thomas Conway, Int'l Vice President (Admin)  
Fred Redmond, Int'l Vice President (Human Affairs)  
Jon T. Geenen, District 2 Director  
Roger Collison, Staff Representative

**LOCAL UNION 8410**

Brian Massey  
Brian Massey, President  
Pam Vogel-Brill  
Pam Vogel-Brill, Vice-President  
Loretta Mikulewicz  
Loretta Mikulewicz, Kitchen Representative  
James Jackson  
James Jackson, Recording Secretary

Wendy McKnight  
Wendy McKnight, Transportation Representative  
Shirley Szczepaniak  
Shirley Szczepaniak, Teacher Aide Representative  
Lalajoyce Yaklin  
Lalajoyce Yaklin, Lunch/Supervisor Representative

## MEMORANDUM OF UNDERSTANDING

During the course of negotiations it became apparent that the union and the Board's representatives had concerns about the methods that were utilized for job postings and transfers within the bargaining unit.

It is mutually agreed that the parties shall meet in January, 2007, to define such procedures and shall add such definition to the labor agreement.

## MEMORANDUM OF UNDERSTANDING

The parties mutually agree that the position of Head Baker will be eliminated after the departure of the person currently in that position. If the position is ever reinstated, it will go back to the Head Baker classification. The classification structure in the 1995-1998 Agreement will be used to determine the salary with the appropriate increases.

## MEMORANDUM OF UNDERSTANDING

The parties mutually agree that the position of Lead Care Giver will be eliminated. If the position is ever reinstated, it will go back to the Lead Care Giver classification. The classification structure in the 1995-1998 Agreement will be used to determine the salary with the appropriate increases.

## MEMORANDUM OF UNDERSTANDING

The Bridgeport-Spaulding Community School District and the United Steelworkers, AFL-CIO-CLC, Local 8410, hereby agree to the following work schedule for secretaries effective beginning with the 2006-2007 School Year:

High School	
Counseling Secretary	215 days
Principal's Secretary	215 days*
Attendance/Discipline Secretary	190 days
Athletics/Teacher Secretary	190 days
Middle School Secretary	205 days
Elementary School Secretaries (3)	190 days
Thomas White Elementary Secretary	190 days
B.A.S.E. Secretary	190 days

\*Principal's secretary will be grandfathered to work a full year schedule for the 2006-2007 School Year only. Effective July 1, 2007, the schedule will be reduced to 215 days.

Administrators will have the authority to request additional time if deemed necessary.

### **MEMORANDUM OF UNDERSTANDING**

It is hereby agreed between the Bridgeport-Spaulding Board of Education and Local 8410 of the United Steelworkers that all references to Child Care Giver, Lead Care Giver and Hall Monitor shall be removed from the Agreement, subject to the following conditions:

1. In the event the Board reinstates positions described as Child Care Giver, Lead Care Giver and/or Hall Monitor within two (2) years from July 1, 2006 to June 30, 2008, the wages and benefits for such positions shall be re-established as if such classifications had remained in existence during the two (2) year grace period.
2. In the event the Board reinstates positions described as Child Care Giver, Lead Care Giver and/or Hall Monitor after the two (2) year grace period from July 1, 2006 to June 30, 2008, the parties shall begin negotiations to determine wages, hours and working conditions for such positions.

### **MEMORANDUM OF UNDERSTANDING**

The parties mutually agree that on days when ten (10) month employees' services are not required, the employer will make a reasonable attempt to schedule either training, professional development or assign duties related to their job. Work would be on a voluntary basis and a written request must be submitted ten (10) workdays in advance to the building administrator.