

AGREEMENT

THIS AGREEMENT, effective the 1st day of July, 2008, between RIVERVIEW COMMUNITY SCHOOL DISTRICT, WAYNE COUNTY, MICHIGAN, hereinafter referred to as the "EMPLOYER", and THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL #25 and ITS AFFILIATE LOCAL #1590, hereinafter referred to as the "UNION".

In this Agreement, the terms Board, Administrator, Administration, etc., shall refer to the Employer or his representatives and the terms Employees, Maintenance, Custodian, Matrons, etc., shall refer to the Union. References to males shall include females and visa versa.

ARTICLE 1 **PURPOSE AND INTENT**

A. It is the general purpose of this Agreement to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the Employees, the Union and the Community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. All parties to this Agreement recognize and subscribe to the principle that the interests of the students and the citizens of the School District are significant, and neither the Employer nor the Employees can maintain community respect in the absence of excellent and dependable service.

B. It is mutually agreed and understood that this Agreement shall require the signed approval of Local 1590, Metropolitan Council No. 25 of the American Federation of State, County and Municipal Employees and the Board of Education of the Riverview Community School District, Wayne County, Michigan, parties to this Agreement, in order to be binding upon the members of the Union and the School District.

ARTICLE 2 **RECOGNITION**

A. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, and as hereafter amended, the Employer does hereby recognize the Union as the exclusive representative of Maintenance Employees, including Custodians and Maintenance but excluding Secretaries, Clerks, Crossing Guards, Aides, Casual and Seasonal Help, Youth Workers, Bus Drivers, Mail Run, Lunchroom Supervisors, Supervisory, Administrative, Professional and Federal Government Funded Personnel, and any other personnel/positions covered by previous Local 1590 contracts which are not included in this recognition clause, for the purpose of collective bargaining in respect to pay, wages, hours of employment and other conditions of employment for the term of this Agreement.

B. All provisions of this Agreement shall be applied impartially and/or fairly to all members within the bargaining unit.

ARTICLE 3
UNION SECURITY

A. During the term of this Agreement, any employee who is a member or becomes a member of the Union after his probationary period shall maintain his membership as a condition of continued employment.

B. All present employees who are not members of the Union shall, within sixty (60) calendar days of the execution date of this Agreement, and all future employees who do not join the Union shall, at the expiration of their probationary period, pay a service fee to the Union as a condition of continued employment for the term of this Agreement, through the check-off provisions as set forth in Article 5.

C. The Union shall indemnify and save the Employer harmless against any claims, demands, suits, and other forms of liability, that may arise by reason of the Employer's complying with the provisions of Articles 3 and 5.

ARTICLE 4
AID TO OTHER UNIONS

A. The Employer and the Union will not aid, promote, or finance any labor group or organization purporting to represent employees in the unit set forth in Article 2, which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union or Employer.

B. Local 1590 employees will not withhold services due to the picket lines of any other bargaining unit of the school district.

ARTICLE 5
UNION DUES AND INITIATION FEES

A. As a condition of continued employment, within five (5) days of successful completion or probation, the employee will file with the Employer a written request authorizing payroll deductions, substantially in accordance with the form set forth in Appendix A, signed by the individual employee. The Employer will, pursuant to its terms, during the term of this Agreement, deduct Union dues levied in accordance with the authorized payroll deduction from the pay of such employee. Check-off deductions shall be deducted from the last pay of the employee in the month immediately following execution and filing of the authorization for payroll deduction, and from the last pay of each month thereafter. Deductions for any calendar month shall be remitted to the Union Financial Officer whose written designation has been filed in the Employer's office, as soon as possible after the 10th day of the succeeding month. An employee shall cease to be subject to check-off deductions beginning the month immediately following the month

in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

B. When an increase is voted by the members of Local 1590, the Treasurer will send to the payroll office the amount of dues to be deducted from each individual's pay and the effective date of the new deduction. The effective day may not be the next payday.

ARTICLE 6 **STEWARDS AND REPRESENTATION**

A. Local 1590 employees shall be represented by their President and/or Chief Steward on all shifts.

An alternate steward may be appointed by the President of the Union or his designated representative to replace the regular steward in the event of extended illness or absence.

B. The Union shall notify the Employer, in writing, as to whom the designated stewards are as soon as practicable after their election, selection or appointment.

C. Any additional representation shall be subject to the mutual agreement of the parties.

ARTICLE 7 **SPECIAL CONFERENCES**

Special conferences for important matters may be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a time that is mutually agreeable. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

ARTICLE 8
GRIEVANCE AND ARBITRATION

A. A grievance is defined as a complaint by any member or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The grievance and arbitration procedure shall not be applicable where the District is without authority to take the action sought or required to remedy a complaint where the matter complained of is not covered by this Agreement excluding past practices under this Agreement.

B. Nothing contained herein will be construed as limiting the right of any employee having a problem, to discuss the matter informally with his immediate supervisor and having the problem adjusted; provided, however, that any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of this Agreement so long as the bargaining representative has been given an opportunity to be present at such adjustment.

C. The time limits in this Article shall be strictly observed and may be extended only by written agreement of the parties. In the event the District fails to answer within the time limits provided in any step of the grievance procedure, the grievance will automatically be filed to Step 4 within the time limits set forth therein. In the event the Union or grievant shall fail to timely file a grievance or follow the time limits set forth in this Article, the grievance will be considered dropped.

Working days are defined as all Mondays through Fridays except those days which are official holidays for all Local 1590 employees, and in which all Local 1590 individuals are off work at the same time.

D. All grievances shall set forth specifically the act or condition or conditions and the grounds on which the grievance is based. The grievance shall start at level of occurrence. A grievance cannot be altered after it has been filed but may be amended if there is a material change in circumstances after it has been filed.

STEP 1. An employee with a grievance will first discuss it with his immediate supervisor or principal with the objective of resolving the matter informally. The employee may involve a Union representative at this and all subsequent steps and must invoke Step One within ten (10) working days of the alleged action or first knowledge of a violation. The conference, if requested, must be scheduled within five (5) working days from the date of the request. The immediate supervisor or principal is not required to respond in writing at this level of a formal grievance form but may by letter or memo respond in writing if he so desires. Any response by the immediate supervisor or building principal must be within five (5) working days following the conference day with a copy to the grievant and the President.

STEP 2. In the event the aggrieved employee is not satisfied with the disposition of his grievance at Step One, he shall, within ten (10) working days after the response is received or due, file the grievance in writing with his immediate supervisor or building principal using the form set forth in Appendix B. In the event that an employee has more than one immediate supervisor, a grievance may be filed with one of the supervisors where the alleged grievable action has taken place. He will not be required to file other grievances on the same situation with other supervisors.

Within five (5) working days of the receipt of the grievance, the immediate supervisor or building principal shall hold a conference with the individual signing the grievance. This conference, is in addition to the original conference held under Step One. A copy of the written response shall go to the grievant and to the President within five (5) working days following the conference.

STEP 3. In the event the aggrieved employee is not satisfied with the disposition of the grievance at Step Two or at the end of the time to answer (whichever is applicable) he shall submit, within five (5) working days, the grievance to the Superintendent or his designee.

Within five (5) working days after receipt of the grievance, the Superintendent or his designee shall hold a conference with the grievant and/or his representative, if such conference is requested by either party. The Superintendent or his designee shall render a decision in writing within five (5) working days following the conference and shall furnish a copy to the grievant and President.

STEP 4. In the event the aggrieved employee is not satisfied with the action of the Superintendent, the President/Chief Steward shall within ten (10) working days, submit a letter to the Superintendent informing him of the Union's intent to go to arbitration. The union shall, within thirty (30) calendar days of notification to the Superintendent, submit the matter to the American Arbitration Association in accordance with its rules, which shall govern the arbitration proceedings. In no event shall an arbitrator be empowered to modify, detract from or alter the provisions of this Agreement, or to arbitrate policies or practices of the Board excluding past practices under the contract not covered by this Agreement. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute.

The Board and the Union shall not be permitted to assert in the arbitration proceedings any claim, or to rely on any evidence, not previously disclosed to the other party if it has been requested.

The arbitrator so selected shall hear the matter promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing or, if applicable, from the date the final briefs, statements or proofs are submitted to him. The arbitrator's decision on grievances shall be binding on all parties and in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted.

The cost for the services of the arbitrator and the American Arbitration Association shall be borne equally by the Board and the Union.

E. Before commencing the investigation of any grievance, the Steward or President shall get permission of his supervisor. Such permission shall not be unreasonably withheld. It is understood by the parties, however, that the investigation, presentation or consultation on grievances should be carried on outside of working hours whenever possible. In the event the Steward must use working time to investigate a grievance, he shall do it as expeditiously and with as little interruption of work as possible and he shall notify his supervisor at the time of his return to work.

F. The parties agree that all meetings held between the Local Union and the Board or its designated representative shall be open to a representative of the Council and/or International Union.

ARTICLE 9 **STRIKES AND LOCKOUTS**

A. During the term of this Agreement, the Union agrees that it or the employees shall not authorize, sanction, condone, or acquiesce in any strike as defined in the Michigan Public Act, No. 336, as amended by Public Act No. 379. Strikes shall also be defined to include slowdowns, stoppages, sit-ins, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Riverview Community School District.

B. In the event of such violation of this Article, the Union shall endeavor to return the employees to work as expeditiously and quickly as possible by:

1. Delivering immediately to the Employer a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and
2. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
3. If an employee or employees do not heed such notice to cease and desist and fail to return to work within a 36 hour period of such notice, they may be subject to disciplinary action up to and inclusive of discharge.

ARTICLE 10
DISCIPLINE

A. The employer shall not discipline an employee without just cause. Normal disciplinary action shall include the following progressive action plan:

STEP 1. When initially disciplining an employee, an oral warning must be given to the employee within five (5) days of occurrence, with Union representation present upon the request of the disciplined employee. An oral warning, designed as such, may be affirmed by written confirmation in the employee's personnel file, with a copy to the employee and the Union.

STEP 2. When the same type of complaint or infraction occurs for a second time, an employee then will receive a written complaint of discipline.

STEP 3. With the third instance of the same type, an employee will be given a three (3) day suspension without pay with a written complaint provided in his file.

STEP 4. When an employee who receives an oral and two written notices on the same complaint or infraction is involved in a fourth complaint of the same nature, he may be subject to disciplinary action up to and inclusive of discharge under Article 11, Discharge or Suspension, items A, B, C, and D.

B. Should it be necessary to reprimand any employee, the reprimand shall be given so it will not cause any embarrassment to the employee before other employees or the public.

C. In the case of a serious complaint (such as insubordination, theft, use of alcohol or unlawful drugs on the job, conviction of a major crime, fighting, immoral behavior, gambling or harmful conduct), the above steps may be waived at the sole discretion of the District and the employee may be given a longer suspension without pay or be subject to discharge under Article 11, Discharge or Suspension, items A, B, C, and D.

D. All employees are entitled to Union representation at all steps.

E. The employer may modify disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.

F. Copies of all written discipline under this Article shall be given to the employee, President, and Chief Steward. Any disciplinary action shall remain in the employee's file for not more than 18 months from its date of issue.

ARTICLE 11
DISCHARGE AND SUSPENSION

Section 1. Seniority Employees

A. The Employer shall not suspend or discharge any employee without just cause. The employee and his steward will be notified, in writing, that the employee has been suspended or discharged.

B. The Union shall have the right to take up the suspension or discharge at the Third Step and continue it throughout the grievance procedure.

C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment unless an arbitrator or a court decides to the contrary.

D. The suspended or discharged employee will be allowed to discuss his suspension with his steward and the Employer will make available an area where he may do so before he is required to leave the Employer's property.

E. A special conference shall be held when suspension or discharge occur.

Section 2. Probationary Employees

A. During the probationary period, an employee may be subject to discipline up to and including discharge, without cause, by the District and without recourse through the grievance procedure. The District will inform the employee of the action prior to the employee being required to leave the premises of the Employer.

B. The Union shall represent probationary employees for the areas of wages, hours and working conditions but shall not, however, represent such employees in cases of suspension or discharge during the probationary period.

ARTICLE 12
SENIORITY

A. Effective July 1, 1989, seniority shall only be earned and credited for work as a member of the bargaining unit and shall be retroactive to the initial date of employment in a bargaining unit position upon satisfactory completion of the probationary period. The seniority list set forth in Appendix C identifies the seniority status of all existing local 1590 employees as of July 1, 2008. The impact of seniority as it relates to layoffs, recalls, transfers, promotions and openings shall be as set forth within the confines of this Agreement.

Seniority shall be pro-rated on the basis of hours worked compared to the standard of 2,080 hours. For this purpose, hours of absence for the 10 sick days allowed annually, holidays and vacations shall be considered as time worked. Only regularly scheduled hours will be utilized in seniority determination and overtime hours, extra hours for less than full-time employees, and hours of other absences shall not be used. The chart below will be used to determine each individual's seniority credit annually:

Range of Hours Worked During

A. <u>July 1-June 30 Period</u>	=	<u>Percentage of Seniority</u>
100- 300 Hrs/Yr	=	10%
301- 519 Hrs/Yr	=	20%
520- 727 Hrs/Yr	=	30%
728- 935 Hrs/Yr	=	40%
936-1143 Hrs/Yr	=	50%
1144-1351 Hrs/Yr	=	60%
1352-1559 Hrs/Yr	=	70%
1560-1767 Hrs/Yr	=	80%
1768-1975 Hrs/Yr	=	90%
1976-2080 Hrs/Yr	=	100%

B. After June 30 of each year the administration shall update the seniority list based on creditable time allowed each member of the bargaining unit for the preceding school year as prescribed in Section A. New employees will be added and retired, severed or deceased employees will be removed at that time. The local union shall be provided a copy of the up-dated seniority roster upon request.

C. In the event individuals employed on the same date earn the same amount of seniority in their initial year or portion thereof, then seniority shall be determined by the use of their social security numbers. The employee with the lowest last four (4) digits shall be declared the more senior employee. It is recognized that the seniority order could change from year to year due to individuals earning less creditable time per Section A.

D. If an employee is promoted outside the bargaining unit he shall freeze his bargaining unit seniority (he shall not accumulate seniority earned outside the unit, within the bargaining unit). In the event of a layoff or elimination of his position (outside the bargaining unit) said employee may bump back into the bargaining unit to an existing vacancy or if no such vacancy exists such employee may bump the least senior employee in the bargaining unit. Such promoted employees' bump rights within the unit shall cease when they are out of the unit for a period equal to, or in excess of, frozen unit seniority.

E. LOSS OF SENIORITY RESULTING IN TERMINATION

1. Voluntary quitting: The employer shall be notified two weeks in advance by an employee voluntarily terminating his employment. Failure of the employee to so notify the Employer will result in loss of accumulated benefits. The employee may request a special conference to show extenuating circumstances for failure to give notice and any consideration must be mutually agreed upon by both parties.

2. Discharge by the Employer not reversed through the grievance procedure set forth in Article 8.

3. Absence for three (3) consecutive working days without just cause and without notification to the Employer, provided this shall not be construed a permissive right for an employee to voluntarily absent himself from work without notification or permission. An employee shall give notice as promptly as the circumstances permit as to when he will return to work, and the Employer will not be obligated to put him to work on the day he reports without such notice.

4. Overstaying a leave of absence, sick leave, or layoff without a justifiable reason.

ARTICLE 13 **PROBATIONARY PERIOD**

The probationary period shall be eighty (80) work days. Work days are defined as full scheduled workdays and do not include overtime, days established for training, sick-days, bereavement days, or scheduled workdays that the employee does not work. Probationary employees shall be outside the coverage of this contract except as specifically noted in the contract to the contrary.

ARTICLE 14 **LAY-OFFS**

Section 1: Procedure

A. The word "lay-off" means a reduction in the work force due to a decrease of work or lack of operating funds.

B. In the event that it becomes necessary to reduce the working force, employees shall be laid-off and recalled according to system-wide seniority provided the senior employee has the ability and the qualifications to perform the job.

It is further understood that in the event of a lay-off, the administration will meet with the union officers and discuss the pending lay-off to make sure the contract is followed, assuring an orderly lay-off procedure. The seniority list set forth in Appendix C shall be updated as of the date the lay-offs would go into effect.

The following order shall be followed to facilitate the lay-off:

- (1) New hire probationary employees shall be laid-off first.
- (2) Seniority employees will be laid-off next according to system-wide seniority (lowest senior employees laid-off first) providing the more senior employees are qualified to hold a position.
- (3) Laid-off members of this bargaining unit shall be allowed to elect to perform any casual or seasonal work, associated with this bargaining unit, being performed by non-bargaining unit employees at the time of lay-off or when any additional positions of this nature are added at a later date. Employees electing such work shall be paid at the rate established by the Board for casual and seasonal workers without the benefits as outlined in this contract.

C. Employees to be laid-off shall have at least two (2) weeks notice of the lay-off. The local union President shall be sent a list from the employer of the employees being laid-off on the same date the notices are issued to the employees. Notices will be given by the superintendent or his designee and employees may be required to sign the notices indicating they have received same.

D. Anything above notwithstanding, and regardless of their position on the seniority list, the elected President and for the purposes of this section one union designated, Chief Steward while they hold office shall in that order, in the event of a lay-off, be continued at work on the first open job in the unit which they can perform.

E. The employee laid-off shall be on the recall list for as many years as their system-wide seniority (per example -- an employee with five (5) years seniority will remain on the recall list for five (5) years), and should he be recalled within this period of time, he shall be returned with the full seniority he/she had at the time of his/her lay-off.

Section 2: Job Elimination

A. In the event of a job elimination, system-wide seniority shall be the determining factor regarding who shall remain employed provided the employee holds the necessary qualifications to hold the available position.

B. The employee whose position is eliminated shall be allowed to bump to a position for which he is qualified in the same or lower classification where his seniority is greater than the incumbent, who then shall bump according to seniority in the same manner until the least senior or a vacancy is reached. To expedite the bumping procedure a meeting will be held for all employees, holding a position in the same classification or lower, and having seniority beginning with the employee whose job is eliminated or less. The employer will provide written notice either directly or by placing such notice in the U.S. mail at least 10 days prior to such meeting stating the time and

location. At that meeting the bumping process will occur. Failure of an employee involved, to participate in such a meeting shall void that employee's job selection rights and his or her assignment will be made at the discretion of the administration to allow the bumping procedure to continue.

ARTICLE 15 **RECALL PROCEDURE**

A. When the working force is increased after a lay-off, the employees shall be recalled in the reverse order of lay-off to the position available regardless of whether that position is the same type, classification or length that the employee held at the time of the layoff, provided the senior employee has the ability and qualification to perform the job. Notice of recall shall be sent to the employee at his last known address with a copy to the union President. If the potential returning employee does not respond within ten (10) calendar days to the original letter, he shall be deemed to have terminated his employment by way of a voluntary resignation. Within seventy-two (72) hours after receipt of the recall notice, the employee shall notify the employer in writing of his intention to return to work and within five (5) days after receipt of the recall notice, he shall return to work. If the employee is currently employed and required to give notice to his current employer, the employee shall notify the District in writing of his intention to return to work at Riverview within seventy-two (72) hours and shall return to work within ten (10) working days from the date the notice of intent to return to work is given to the District. Failure of an employee to respond to the recall notice in writing and/or report to work will automatically terminate the person's employment and the employer will so notify the Union President in writing.

B. If a recalled employee is physically unable to return to work (with said physical inability being determined pursuant to Article 28), the employee must still respond to the recall notice within seventy-two (72) hours and inform the employer of their physical inability to work and the employee may then apply for a leave of absence pursuant to Article 20. The District may then recall the next senior qualified employee in the recall list to fill the vacancy. If the person does respond within the prescribed period and is physically unable to work, he shall not be denied the right to work when his condition permits so long as he returns to the position when he is physically able, returns upon the expiration of any leave, or returns early if the Board permits.

C. If a position is known to be vacant for a period in excess of four (4) months, the District will offer the position to a laid off employee according to seniority and qualifications and the employee accepting the position will receive the contractual rate of pay and all benefits provided for under this Agreement for the offered position. If a position is to be vacant for less than four (4) months, the District will offer the position to a laid off employee according to seniority and qualifications and the employee accepting the position will receive the casual rate of pay and no fringe benefits. If a laid-off employee refuses recall to a position paying at the casual rate and no fringe benefits, he/she shall not lose his/her recall rights.

D. An employee, regular or those on leave or lay-off, is required to update the employer periodically in writing of any change in address or telephone number. The employer will send the recall notice to the address that is on file at the time that a position is available.

ARTICLE 16
BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, exclusive of overtime, subject to the law of mitigation.

ARTICLE 17
SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good-faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of thirty (30) days following the conclusion of negotiations and are to be considered in effect when signed by the Union and the District's designees.

ARTICLE 18
PROMOTIONS - OPENINGS - TRANSFERS

A. Definitions:

PROMOTION: This is defined as moving from a lower job classification to a higher job classification. The highest job classification is a IV position and each successive decreasing numerical classification represents a lower job classification.

Should additional duties become a part of any position and the numerical letter designation of that position remain unchanged, this does not constitute a promotion.

TRANSFER: This is when an individual takes another position that carries the same numerical designation. This may involve movement within or between buildings or positions for which no specific building is assigned.

B. Recognized Positions and Subsequent Modifications:

When administration determines the need exists to create a new position, modify an existing position, or eliminate a position, the union will be notified. Wages, hours, and working conditions shall be subject to negotiations for any new or modified position. The administration will promptly provide the union with the job description and qualifications for the new or modified positions. The administration may fill the new or modified positions following Article 18, Sections C, D, and E, and after the negotiations have been completed, wages shall be retroactive.

C. Vacancy Determination:

In the event a member of the bargaining unit leaves his position the administration will first determine:

1. If the same number of positions will remain and whether a change in one or more of the existing positions is desirable,
2. Whether to reduce the number of positions in the bargaining unit and whether a change in one or more of the remaining positions is desirable, under the provisions of B above, or
3. If the vacated position is to be filled. Notice of such decision shall be sent to the Union President and then the procedures set forth in Section D below will be implemented.

D. Position Posting:

1. When the vacancy determination has been made, the open position shall be posted for a period of three (3) working days with the first day commencing on the date of the posting or mailing. The posting shall include the title, location, shift, and pay scale for the position. The posting shall be sent to each building where members work and placed on the bulletin board. In the event a member is on vacation or off due to illness on the date of the posting, a copy of the posting shall be mailed to that individual's home address of record.

In the event the initial posting and the subsequent filling of the initial posting necessitates further postings, the district's obligation to continue posting subsequent openings will cease after three (3) postings have been undertaken. The initial posting is counted as one of the three (3) postings. At that point, a mass bid meeting will be scheduled within five (5) working days after the closing date of the last posting. The mass bid meeting will be scheduled by the union at a time mutually agreeable to administration. A copy of all job descriptions will be available at the mass bid meeting for members to review. An administrative representative will be present to assist in the mass bid process. The open position will be placed up for consideration and, in the event it is filled, each successive opening created will also be placed up for consideration at that time. The mass bid will cease when there is no interest expressed for a position. At that point, the mass bid meeting ends and it is understood that administration has the right to consider filling the position with a new employee.

Members may have a fellow union member bid on their behalf provided he/she provides the member with a written and signed statement listing the positions of interest. The member representing the absent member must present the written authorization to the union and administrative representative handling the mass bid meeting.

The administrative representative will be present to address issues of members being qualified for a particular position in the event the situation merits such a determination.

2. Should an opening exist during the summer or other vacation periods when a significant number of employees are off, administration may, at its discretion, elect to delay the posting procedures until bargaining unit members have returned to their assigned work schedules. If administration determines to fill a position during the summer or other vacation period, the posting shall be mailed to each bargaining unit member at the address provided to the administration in the event they are on vacation and the position shall remain open for fourteen (14) calendar days with the first day commencing on the date of the mailing. For those working on the posting date, it will be posted as in D.1. above.

3. Interested employees shall submit a letter of interest by 4:00 p.m. of the third (3rd) working day or fourteenth (14th) calendar day, whichever is applicable.

E. Filling the Positions:

1. Administration will review all letters of interest for the posted position to determine those which meet the requirements of the posting. The qualifications for the positions posted will be uniformly applied to all applicants.

Prior to filling any posting, administration may request individuals who have expressed interest in a position to meet with administration or their designee, with a Union observer present as an observer by the request of either party, on the posted job site to help ascertain whether the individual has the knowledge, understanding, skills and qualifications to perform the work. This request may occur on the candidate's own time.

2. Administration may select either an applicant who expresses an interest in a transfer or the most seniored applicant from a classification that is qualified for a position.

3. An employee going from a lower classification to a higher classification position or to a job requiring mechanical working skills shall be provided a five (5) working day break-in period. At the end of the break-in period, he may revert to his former position provided he is unable to perform the duties satisfactorily.

F. 1. Voluntary Transfer - Employees may request a voluntary transfer within their classification or to a lower classification. The District will meet with the employee and union leadership to review the request and take action it deems appropriate after such meeting.

2. Involuntary Transfer - The administration may transfer an employee with discretion. However, prior to implementing any transfer, the union members and administrators involved along with the Union President will be notified of

the pending transfer and provided an opportunity to meet with the administration to hear their reasons for the transfer and to present the Union's thoughts on the transfer.

ARTICLE 19
NEW POSITIONS AND/OR SPECIALIZED TRAINING

If present positions require specialized training to operate new equipment, said training shall be made available to the employee holding the position. The training shall be for a reasonable time period and if it must be taken during the normal work day, released time will be provided. In the event the employee does not learn the operation of the new equipment within a reasonable time period as recognized by reputable training institutions, the employer has fulfilled its obligation and the employee is subject to reassignment to another similar position provided he is qualified and has sufficient seniority to hold a position.

ARTICLE 20
LEAVES OF ABSENCE

A. Military Leaves:

1. Any employee serving in the United States Armed Forces shall, upon termination of such services be offered re-employment in his previous position, as set forth in Michigan Public Act No. 145 of the Public Acts of 1943, provided the employee has received an honorable discharge, and is still qualified and competent to perform the work and duties required on a job.

2. Employees who are reinstated to service in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, shall be granted leaves of absence without compensation and benefits, but with continuation of seniority, for a period of one (1) year.

3. Employees who are in some branch of the Armed Forces Reserve or the National Guard shall be permitted leave time to meet training commitments which are required during normal work time and will be paid the difference between his Reserve pay and his regular pay with the School District for a maximum of two weeks per year while they are on full-time active duty in the Reserve or National Guard. The employee may use vacation days for any additional time needed for such duty. Benefits will be continued as allowed by the underwriter in policies in effect upon ratification of this agreement, but not more than 30 days.

4. In Sections 2 and 3, any employee who qualifies can be replaced with casual help.

B. Educational Leaves:

Employees with one (1) year's length of service with the Employer may be granted a leave of absence without pay but with benefits allowed by the underwriters, in policies in effect upon ratification of this agreement, and the accumulation of seniority, not to exceed (1) month in the school fiscal year, for educational purposes, for attending conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to his work or position. Such leave, however, shall be limited to no more than three (3) employees per year.

C. Disability Leaves:

Disability leaves shall be governed by the provisions of Article 32. Pregnancy disability shall be treated as any other disability. During such leaves employees will continue to accrue seniority and shall be covered by hospitalization and life insurance subject to the terms and conditions of the underwriters in policies in effect upon ratification of this agreement.

D. Other Medical Leaves:

1. Short Term: Should an employee have medical reasons, other than what would be covered by the short/long term disability section of Article 31, that are set forth in a physician's statement and accepted by the Board, he shall be eligible to apply for a medical leave. If granted, the medical leave would be without pay or benefits except that hospitalization and life insurance coverages subject to the terms and conditions of the underwriter in effect upon ratification of this agreement and the accumulation of seniority would continue. The medical leave would be for a maximum of sixty (60) calendar days. At the end of the medical leave, the employee shall qualify for another type of leave provided for in the contract, report to work or retire or he will be terminated.

2. Protracted: All employees with nine (9) months' of service with the Employer, are entitled to a leave of absence in cases of protracted illness for which the employee does not qualify for short/long term disability for medical reasons set forth in a physician's statement and accepted by the Board. The employee shall request such a leave at least 30 days in advance unless it is of an emergency nature. Such leave may be granted for up to one (1) year at the discretion of the Board of Education without pay, benefits or the accrual of sick days. Upon approval of the Board of Education, it may be extended. Employees will not lose their existing seniority during such a leave and they will continue to accumulate seniority for a maximum of one year while on leave.

When the employee returns to work, he will be placed in a position comparable to the type of work and wages of the classification which he left. Without clearance from the school physician, the Employer shall not be required to reinstate any person who is not physically capable of performing the duties applicable to their position.

However, if there is a position for which the employee can perform the duties and it is available, he shall be assigned to such position.

E. MATERNITY LEAVE:

1. Maternity leaves, without pay, benefits, or sick leave accrual, of up to one year shall be granted when requested in writing at least 60 calendar days prior to the requested starting date, provided that such notice may be waived in cases of emergency. Employees shall continue to accrue seniority for a maximum of one year while on such a leave. The application letter shall include a doctor's statement certifying the pregnancy, estimating the delivery date, and recommending a calendar date for the last date of work. The starting and ending date shall be governed by a physician's statement and the Board will be held harmless for any difficulties which might arise out of an individual remaining on the job or returning too soon. An individual may apply for either a maternity leave or a pregnancy disability leave, but not both concurrently.

2. The Board is not required to place a returning employee in the same position she held prior to her maternity leave, but will place her in a position for which she is qualified.

F. CHILD CARE LEAVES:

Child care leaves may be granted by the Board for periods up to one (1) year without pay, benefits or sick leave accrual when requested in writing at least 60 days in advance of the starting date of such leave. Employees will continue to accrue seniority for up to a maximum of one year while on such a leave. The Board at its discretion may shorten the notice requirement if circumstances warrant. The specific return date must be stated in the request and the Board is under no obligation to return the employee earlier than that date. Failure of the individual to return to work at the termination of his/her child care leave shall automatically terminate employment. The Board is not required to place a returning employee in the same position the employee held prior to the start of the leave, but will place the employee in a position for which he/she is qualified. All child care leaves may be filled with temporary or casual help.

G. DISCRETIONARY LEAVES:

All other types of leaves of absence may be granted with the consent of the employer and of the Union. However, in formulating their answer, consideration will be carefully given to individual situations; and every effort will be made to be consistent and fair in judgement. While discretionary leaves may be without pay, benefits and accrual of sick leave, employees shall continue to accrue seniority for up to a maximum of one year while on any such leave.

H. UNION BUSINESS LEAVE:

An Officer or Officers of the Union selected by the Union to participate in Union business, conferences, seminars, or conventions may be granted a leave of absence without pay at the request of the Union, provided at least two (2) weeks notice is given. A leave of absence for such Union activity shall not exceed one month; nor shall more than three (3) such leaves, for the total membership, be granted for such leave during a calendar year. Union business leaves may be filled with casual help.

I. GENERAL:

1. All employees granted a leave of absence for one (1) month or more shall notify the Employer of his or her intent to return to work within five (5) days of the expiration date of the leave of absence (except for maternity leave as set forth above).

2. An employee may return to work prior to expiration of a leave of absence, provided the employee gives the Employer at least three (3) days notice of his desire to return and the Employer gives its consent to the request for an early return.

3. No leave of absence shall be granted for less than one (1) week (except in the case of short/long term disability).

4. Any request for a leave of absence shall be submitted in writing by the employee to the Director of Operations. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

5. Authorization for a leave of absence shall be furnished to the employee by the Board of Education, and it shall be in writing.

ARTICLE 21
BULLETIN BOARDS

A. The Employer shall provide space on bulletin boards in each building. This space will be reserved and limited to:

1. Notice of Union meetings.
2. Notices of Union elections and their results, where said notice pertains to Local #1590.
3. Notices of Union recreational and social events.

B. The Union agrees on behalf of its membership, that it will not destroy, mutilate or deface material placed on bulletin boards by the Employer. No political material may be placed upon the boards.

ARTICLE 22 **JURY DUTY**

A. Any employee who is summoned for jury duty examination and investigation must notify the personnel office within twenty-four (24) hours of receipt of such notice. If an employee is summoned and reports for jury duty, he shall be paid the difference between the amount he receives as a juror and his normal week's pay; provided he makes himself available for work within his regular work schedule when not occupied with jury duty.

Employees shall report for duty on those days of the week when by rule or custom no jury trials are conducted. If an employee is required to sit on a jury, or spend time on a jury panel, such employee shall not be required to report for work on those days he sits on such a jury or panel.

B. To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official, listing the dates he received pay for jury duty. Any employee abusing this privilege shall not be entitled to the pay differential.

ARTICLE 23 **SAFETY**

A. The Employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable statute, court order or governmental regulation to safety of person or equipment.

B. Employees shall immediately, or if appropriate, at the end of their shift report all defects of equipment. Such report shall be made on a suitable form furnished by the Employer. The Employer shall not require an employee to use equipment that has been reported as being in an unsafe operating condition until it has been repaired, reviewed or approved as being safe.

C. Maintenance employees are to comply with Act No. 154, Public Acts of 1974, Michigan Occupational and Safety and Health Act with particular reference to Section 12 which states, "An employee shall not remove, displace, damage, destroy or carry off a safeguard furnished or provided for use in a place of employment, or interfere in any way with the use thereof by any person", and Section 28 which deals with procedures for notification of alleged violations.

With respect to Section 28, employees shall inform the Director of Operations and their building principal of any alleged violations prior to complying with this section. Employee's responsibility for safety shall include but not be limited to:

1. Promoting and teaching safety.
2. Observe prescribed safe work practices.
3. Report all accidents, injuries and hazards in writing to your supervisor.
4. Use protective devices and safety equipment.
5. Institute and carry out daily inspection and reporting procedures.

D. When there is a question as to whether the job or equipment is or is not in a safe operating condition, the Director of Operations shall forthwith review the equipment, situation and condition in a meaningful attempt to rectify the alleged unsafe condition. Likewise, if an employee fails to report a defect, he may be subject to disciplinary action.

E. If no consideration is received by the Local Union President, he shall forthwith take the matter up with the Superintendent of Schools. During such time the employee shall not be required to operate such equipment if it represents a danger to his health or safety. However, if it is found that the employee's allegation is not justified, such employee may be subject to disciplinary action.

F. The employee shall notify the Director of Operations and building principal of his intent to report alleged violations pursuant to the Act and will provide the principal with any written communications he forwards.

G. No employee shall be asked to engage in any work of danger that takes trained personnel. i.e., bomb scare, high voltage lines, etc.

H. There will be bell hookup to telephone for emergency calls after 4:30 p.m. in all buildings. When a bell hookup is not available, the P.A. panel will be made available to Local 1590 to amplify ringing of phone. There will be no bell hookup or P.A. in the bus garage.

I. All safety equipment will be furnished by the district, and when issued to an employee, the employee will be responsible for the safety equipment and will utilize this safety equipment whenever it is necessary or whenever its use is directed.

ARTICLE 24
VACATION CHECKS

A. If a payday falls when an employee is on vacation, he may pick up the check, authorize another individual in writing to pick up his check, or provide a self-addressed stamped envelope to the business office. The checks can then either be picked up or mailed on the designated pay date.

ARTICLE 25
RETIREMENT

A. Retirement shall be as determined by the Michigan Retirement System.

B. Employees shall retire on their 70th birthday and it shall be considered as a mandatory date unless prohibited by law.

C. Retirement Severance: During the life of this Agreement, all employees, with an initial employment date prior to September 1, 1982, and with ten (10) years' seniority, whose retirement request has been formally approved by the Board of Education, who retire and are qualified under the Michigan Public School Employees Retirement Fund for retirement benefits, shall be paid a retirement severance consisting of nine (9) weeks' pay at their current rate of pay. During the life of this Agreement, all employees with an initial employment date after September 1, 1982, and with ten (10) years' seniority whose retirement request has been formally approved by the Board of Education who retire and are qualified under the Michigan Public School Employees Retirement Fund for retirement benefits, shall be paid a retirement severance consisting of five (5) weeks' pay at their current rate of pay. Such retirement severance shall be in addition to old unused scheduled absence days, old accumulated bonus days and the old Act of God days which are carried over as set forth in Article 32, Disability Plans, Section D. Retirement severance is not considered compensation attributed towards retirement calculations, is subject to all state and federal taxes, and cannot be paid in a separate check unless paid on a subsequent pay date after retirement.

ARTICLE 26
QUITTING SEVERANCE

A. Employer shall be given written notice two (2) weeks in advance of the date the employee intends to resign or otherwise leave the employment of the District. Any period less than two (2) weeks will result in the loss of all severance benefits and entitlements, except under extenuating circumstances agreeable to both parties.

B. If an employee has been employed for ten (10) continuous years and severs his employment, as set forth in Section A above, the employee shall be entitled to receive one (1) week's pay, plus one-half (1/2) of his accumulated old scheduled absence, old bonus, and old Act of God days, payable at a rate of ten dollars (\$10.00) per hour.

ARTICLE 27
REGULAR WORK WEEK

A. The regular work week shall consist of an assignment of five (5) consecutive days, Mondays through Fridays, except for Class IV position where flexibility in scheduling is required.

All employees will have the option to work a four (4) day, ten (10) hour day schedule during the summer months when school is not in session beginning the first full week after the teaching staff is released. All employees will return to a five day work week one (1) full week before the teaching staff is scheduled to return to work. All buildings shall work out a schedule to include coverage in each building for all days of the Regular Workweek. The schedule will not conflict with the operation of summer programs. All schedules must have the approval of the Director of Operations.

B. The workday shall consist of eight (8) consecutive hours for full-time employees except for positions where flexibility in scheduling is required or where an unpaid lunch is involved. The District agrees not to abuse this right. Part-time employees shall have a workday of five (5) hours or less.

C. (1) The workdays shall be divided into three shifts, the first shift is any shift that regularly starts between 5:00 a.m. and 10:00 a.m. The second shift is any shift that regularly starts between 2:00 p.m. and 7:00 p.m. The third shift is any shift that starts between 9:00 p.m. and 2:00 a.m.

(2) The second and third shift employees will receive a paid lunch period of thirty (30) minutes in lieu of a shift differential.

(3) An employee working a shift that overlaps two (2) shifts shall be considered to be on the shift in which the largest portion of his hours fall.

(4) Full-time employees shall be entitled to a 15 minute rest period scheduled twice during his shift by his supervisor. Unless it interferes with the orderly work schedule, these rest periods shall be spaced at the mid-point of the first and second half of the shift.

D. Nothing herein prevents administration from varying starting times of similar positions from one building or location to another.

E. Equipment and tools utilized by the employee will be checked out when they are required on a regular basis, utilizing the form provided by Administration. Employees are responsible for the care and safe keeping of equipment and tools entrusted to their care.

F. An employee may not pay another individual to work for him.

G. Employees shall not leave their assigned area except during their lunch period, without permission of their supervisor. When an emergency arises, the employee shall notify his supervisor and, at the supervisor's or his designee's direction, shall be permitted to leave so long as the terms of the contract are upheld.

H. An employee may not trade shifts with another employee without prior written authorization. The request must be made at least 24 hours prior to the trade and is expected to be implemented unless the circumstances change and supervision is informed.

ARTICLE 28 **MEDICAL EXAMINATIONS**

A. If a certificate of health is required for employment, the services of the school physician shall be available at Board expense. Employees shall comply with the state requirement for Tuberculin Tests/Chest X-Ray. The employer will pay up to \$15.00 for the Tuberculin Test/Chest X-Ray. The Board reserves the right to designate the facility for the tests and the employee will have the tests completed on their own time. Employees will furnish evidence of being clear of TB or will be suspended without pay until such time as they comply with the state law regarding TB tests.

B. In the event the school physician determines an employee is not physically capable of performing his work, and the employee asks his physician to conduct a physical examination to double check the employee's physical capabilities, the cost of such employee's physician shall be paid by the employee.

C. All prospective employees will be required to pass the district's physical prior to assuming employment with the district. The district has no obligation to employ an individual who does not pass the physical.

D. All employees returning from a medical leave may be required to have a physical by the school physician before they are permitted to return to work. Employees must be able to return to unrestricted work.

ARTICLE 29
HOSPITALIZATION, DENTAL, VISION,
LIFE INSURANCE AND SHORT/LONG TERM DISABILITY

A. General:

1. The Board shall pay the cost of insurance coverage outlined in this article for each eligible employee and his or her eligible dependents upon written application when such is required. The benefit programs shall be in accordance with the terms and conditions of the underwriter.

2. Insurance coverage (health, dental, optical, life and short/long term disability) will be provided to all employees working more than five (5) hours per day. Such coverage will be provided on the first day of the month following the employee's successful completion of his probationary period.

3. The employee shall report additions/deletions of dependents or changes in coverage status in a timely fashion to the payroll office. The employee shall be responsible to complete all required claim forms accurately and any disputes arising over claims shall not be subject to the grievance procedure. The employer will provide assistance to the employee in dealing with the insurance carrier when a dispute arises if requested.

4. Employees on extended leaves of absence of 30 days or more will not receive insurance coverage during the leave of absence unless the leave specifically provides for the insurance coverage. Insurance benefit coverage shall terminate at the end of the last day of the particular month an employee either terminates employment or goes on a leave for which no insurance coverage is provided. Any person returning from a leave or being recalled from a lay-off shall have insurance coverage resume at least by the first day of the month following their resumption of work provided they qualify.

5. The Board retains the right to determine the carrier for all insurance coverage and to change the carriers at the Board's discretion.

B. Hospitalization:

1. Coverage shall be up to full family, semi-private, MVF II, Master Medical (Option IV), Riders FAE-RC, VST, and Reciprocity with the drug prescription rider. The drug carrier shall be CVS Caremark or equivalent carrier as determined by the Board. Co-pay for generic, or no generic available, drug prescriptions will be ten dollars (\$10.00), and twenty dollars (\$20.00) for brand name drug prescriptions. The master medical deductible shall be \$100.00 per person/\$200 per family.

As alternatives to the foregoing BC/BS program, an employee may elect, subject to the underwriter's acceptance, to subscribe to the hospitalization and medical insurance program offered through the Blue Care Network, the HMO provided

by the BC/BS or the PPO provided by the BC/BS. The district will pay a premium cost equal to the Community Blue BC/BS PPO coverage. The employee would be responsible for any additional cost.

2. Annuity Option: If allowed by the insurance carrier and offered by the District, an eligible employee in this bargaining unit may elect not to receive the health insurance provided herein for an entire 12 month period, and in lieu thereof, may receive \$1,000 payable in a tax deferred annuity to be purchased through existing Board authorized annuity programs. The 12 month period shall be from September 1 through August 31. The annuity payment shall be made in September following completion of the 12 month period without carrying hospitalization. During the 12 month period, the employee may elect to have the health insurance coverage but if he so elects, the \$1,000 payment is forfeited in its entirety for that 12 month period. If the employee elects to resume health insurance during the 12 month period, the date of resumption will be subject to the requirements of the insurance carrier.

3. Employees retiring before age 65 and having at least 20 years of service in the Michigan State Retirement Plan shall have the employee portion of the Michigan Retirement Master Health Care Plan paid for by the Board of Education until the member is 65 years of age.

C. Dental:

The Board will acquire a dental insurance plan comparable to Delta Dental Plan E with Orthodontic Rider 07. This Plan calls for coverage of 80% of Class I Benefits - basic dental services; 80% of Class II Benefits - prosthodontic dental services; and 80% of Class III Benefits - orthodontic dental services. The maximum benefit is \$1,000 per person total per contract year on Class I and II benefits and \$800 lifetime maximum per eligible person for Class III benefits.

D. Vision:

The Board will acquire a vision insurance plan that provides the following benefits:

- | | |
|---------------------|---|
| 1. Examination | 100% of customary & reasonable charges |
| 2. Regular Lenses | “ “ “ “ “ |
| 3. Bi-focal Lenses | “ “ “ “ “ |
| 4. Tri-focal Lenses | “ “ “ “ “ |
| 5. Frames | “ “ “ “ “ |
| 6. Contact Lenses | 100% of customary & reasonable charges if medically necessary and, if not medically necessary, \$40 per lens. |

Examinations, frames, and one (1) set of corrective lenses (regular glasses, prescription sunglasses or contact lenses) will be provided once in a 12 month policy year.

E. Life:

The Board will acquire group term life insurance of \$35,000 to age 70; between 70-75, \$20,000; and 75 and over \$15,000; with an equal amount of accidental death and dismemberment insurance. As provided by the insurance plan, employees have a 31 day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier and pay the appropriate premium within 31 days of their last day of employment.

F. Short/Long Term Disability benefits are set forth in Article 32.

ARTICLE 30
UNIFORMS

A. The district will provide three (3) sets of clothing which will be the required dress for employees at all times they are on the job. The three (3) sets will consist of three (3) short sleeve or summer shirts, three (3) long sleeve or winter shirts, and three (3) year round pants. An alternate of three (3) dresses will be available for women. The three (3) sets of clothing shall be issued no later than August 1 for a one (1) year period and it shall be the responsibility of the employee to handle repairs as well as cleaning the clothing. Administration reserves the right to designate different styles, weight, etc. for different job functions if they feel such is appropriate.

B. Employees are responsible to maintain and wear their clothing in an appropriate manner so as to present an acceptable appearance at all times while on the job.

C. Shoes shall be the responsibility of the employee and must be of a conventional sturdy type. Lightweight, canvas, open toe, sandal type, etc. are not permitted. In the event administration dictates that safety shoes are required, the district agrees to reimburse each employee up to two hundred-fifty dollars (\$250.00) for the purchase of OSHA-approved safety boots. The employee must provide the purchase receipt to the school district. "OHSA-approved" means the boots shall at the minimum have a steel toe and shank, together with a certificate of compliance with OSHA standards. Those employees in Classification II and higher who are not required to wear safety shoes but who voluntarily agree to do so, will be reimbursed for 50% of the cost of such shoes to a maximum of \$75.00 each two years. Under extenuating circumstances, such reimbursement may occur more often, at the discretion of the Board.

ARTICLE 31
USE OF PRIVATE AUTOMOBILE

Employees using personal vehicles will be reimbursed at the IRS rate per mile. All such use shall be approved by a supervisor before the vehicle is used. Supervisors shall sign and approve mileage claims. All claims will be submitted on a monthly basis.

ARTICLE 32
SICK LEAVE AND SHORT/LONG TERM DISABILITY

SECTION 1 - SICK LEAVE:

A. All eligible employees will receive sick leave benefits as follows:

Eligibility: All employees who have completed their initial probationary period will be given ten (10) sick days every year. The year will run from July 1-June 30. Pro-ration will occur for less than 12 month period. Sick days shall not be accumulative.

To receive compensation while absent on sick leave, the employee shall notify the Operations Department at least one hour prior to the time set for the beginning of his/her daily schedule. When an employee has accumulated a total of five (5) separate absences within a twelve (12) month period (July 1 – June 30), he/she may be required to furnish the Director of Operations with a physician's certificate for each subsequent absence. Failure to provide such certificate shall be construed as an abuse of sick leave. When an absence is for more than three (3) days, the employee shall be required to file a physician's certificate.

As an incentive to limit the use of sick days, the employer will grant new bonus days according to the formula shown below:

<u>Sick Days Used</u>	<u>Earned Days</u>
0	9
1	8
2	7
3	6
4	5
5	0
6	0
7	0
8	0
9	0
10	0

New bonus days earned, if any, will be paid by June 30 at the employee's regular hourly rate, or used as described below:

1. They are to be used during the July 1-June 30 period following when they were earned and cannot be accumulated except as provided in paragraph 3 below.
2. They are to be scheduled with the employee's immediate supervisor the same as vacation time.
3. An employee may elect to set aside up to 21 of these days as a permanent allocation to handle the 21 day exclusion period or to use in conjunction with workers compensation.

B. Employees that use two (2) or more consecutive sick days may be required to provide a doctor's excuse, signed by the doctor. The doctor's report may be required to indicate the probable length of the employee's absence from work.

C. Employees returning to work will complete a form verifying the time off was for illness, accident, vacation, bereavement, authorized school business, or personal time. The form is set forth in Appendix E.

D. Employees who utilize sick days for other than their personal illness shall be suspended for two (2) weeks for the first offense and have their employment with the district severed with the second offense.

SECTION 2 - DISABILITY PLANS:

A. Benefits for absences due to disability extending beyond the time frame covered by the provisions of the sick leave section shall be provided by short-term and long-term disability insurance programs subject to the terms and conditions of the underwriter. The employee shall be responsible to complete and submit the required insurance and medical forms and to comply with all requests of the insurance company. The Board reserves the right to determine the carrier. Listed below are the general parameters of the benefits provided and the eligibility and benefit period requirements:

SHORT TERM DISABILITY INCOME PLAN:

Weekly Benefit: 66-2/3% of basic weekly pay*
less offsets.**

Maximum Benefit: Up to \$615 weekly for a 10
week period following meeting
the waiting period.

Waiting Period: 21 consecutive calendar days.

LONG TERM DISABILITY INCOME PLAN:

Monthly Benefit: 66-2/3% of basic monthly earnings* less offsets.**

Maximum Benefit: Up to \$2,667 monthly.

Waiting Period: Three months.

Maximum Benefit Period: To at least age 65 subject to the limitations stipulated by the carrier.

* The term "Basic Weekly Pay" shall mean the basic weekly rate of pay of the person insured as of the last day worked before disability started. This is computed by multiplying the regularly scheduled hours of work (not to exceed 40) times the employees hourly rate of pay and shall exclude overtime or other compensation. The term "basic monthly earnings" shall be determined by multiplying the "basic weekly pay" by 4.33.

** "Offsets" - where applicable means any amounts of income paid or payable to the insured employee or dependent due to employee's disability, under the Worker's Compensation Act or the U.S. Social Security Act, Railroad Retirement Act or any other disability retirement plan provided by governmental agencies, or payments from any Governmental Retirement Plan, any disability payments under any other group disability income plan, and all of the employee's other earnings.

B. Individual cases of injury or illness that qualify for payments under the rules and practices of Worker's Compensation will be paid for and governed by the Worker's Compensation Act as amended.

C. Casual help may be used when an employee is off for illness or on disability.

D. Employees may utilize vacation time and/or other old scheduled absence days, old bonus days or old Act of God days to cover the twenty-one (21) day waiting period. Employees may also use them as follows:

1. As personal business days at the rate of no more than five (5) days per fiscal year.
2. As severance pay at the time of retirement, disability, or death under the Michigan Public School Employee's Retirement Act or resignation, at the rate of pay as set forth and in accordance with the terms of Articles 25 and 26 of this contract.

E. Employees off work for medical reasons for more than fourteen (14) days shall turn in their district keys to their immediate supervisor, to be returned to the employee upon return to work.

F. When it is determined that an employee on disability or worker's compensation can perform bargaining unit work, he will be required to take the appropriate work regardless of whether it is similar to the work he performed at the time he went on disability or workers' compensation.

G. When an employee is on short or long term disability leave under this Section above, he does not earn vacation, longevity pay, or similar benefits during the time he is on such leave.

SECTION 3 - SERVICE-CONNECTED INJURY

An employee incurring a service-connected injury, which arose out of his/her employment while acting within the scope of his/her duties and authority, shall be protected to the full limits of the Workers' Compensation Insurance Act of Michigan. In addition thereto, disabled employees receiving Workers' Compensation Insurance payments shall receive from the Board a supplement that, when added to the Workers' Compensation Insurance payments, will equal 70% of the full amount of their regular wages, for a maximum period of six (6) months, without loss of sick days. The employee shall have the option to use sick days on a pro rata basis to bring his/her pay to the full amount (i.e. 30%). This provision is not intended to provide compensation beyond full regular wages.

ARTICLE 33 FUNERAL LEAVE

A. Funeral leave, within the limits set forth below, is provided for employees experiencing death in their immediate family. The funeral day allocation is designed to meet basic needs for bereavement and attending to personal matters of the deceased relatives listed within the time period set forth below. Attendance at the funeral is required for the use of the funeral days unless waived at the discretion of the Director of Operations.

B. Funeral days are only provided for deaths which fall during the period that the employee is scheduled to work and is not available if the death occurs on a holiday, vacation or any other time that the employee is not scheduled to work. The appropriate number of days indicated below are only available for possible usage during the time period as defined:

TIME PERIOD: Consecutive days shall be determined by the employee within the time beginning with the day of the death of the relative (the day after in the event the employee did not miss any work due to late knowledge of the death), and continue to midnight of the last day of the appropriate allocation for a given relative, i.e., for an aunt, the time period would end on the second day after the funeral. If Saturday, Sunday,

holiday or vacation days should fall during the defined time period, some or all of the allocated days will be lost to the employee since they are not required during the defined time period. Funeral days are not cumulative and are not limited to one occurrence per relative type. There will not be any pay for funeral days not used or payment for funeral days in addition to the employee's regular pay.

Allocated Days:

4 days: Employee's spouse or child;

3 days: Employee's immediate family (employee's mother, father, brother, sister, grandchildren);

2 days: Other immediate family (employee's aunt, uncle, grandparents, current mother-in-law, current father-in-law, current son-in-law and current daughter-in-law);

1 day: Current brother-in-law, current sister-in-law.

C. In addition to the above allocated days, there shall be allotted one additional day in each category where attendance at the funeral occurs beyond a 250 mile distance from the school district. The employee shall submit documentation if requested, verifying the location of the funeral. If additional time is needed for bereavement the employee shall be permitted to use his unused personal/vacation days.

D. The form for reporting bereavement days is set forth in Appendix D. The Local Union President or his designated representative shall be allowed not more than one funeral leave day for the exclusive purpose of attending the funeral of a bargaining unit member.

ARTICLE 34
HOLIDAYS

A. Time off with pay will be granted for certain holidays. Holiday pay shall be granted for the following days: one day's pay at the employee's regular rate for Good Friday; Easter Monday; Memorial Day; Independence Day (July 4th); Labor Day; Thanksgiving Day; the day after Thanksgiving Day; day before Christmas Day; Christmas Day; day before New Year's Day; and New Year's Day, and three additional days to be taken at Easter or Christmas as scheduled by the District and, regardless of any past practice to the contrary, the scheduling by the District will be final. The District will notify the individuals of their three scheduled days on or before July 1 of each year and will schedule these three additional days in conjunction with the other designated days at Christmas and/or Easter to the extent possible so as to provide for a block of time off. It is further understood that the scheduling of the days can differ for each employee.

However, in the event an employee unexpectedly becomes seriously ill or disabled and is prevented from working for a lengthy period of time; and that time off is when the 3 additional holidays were scheduled, the employee can request to have the 3 days rescheduled to Easter provided he has been able to return to work prior to Easter. In the case of employees hired after July of any year, the three additional holidays for either Christmas and/or Easter will be pro-rated for new hires, retirees, or employees leaving the district.

B. All regular employees will be paid for the above holidays, provided they work on the scheduled work day previous to and following the holiday, unless vacation or sick leave is properly taken or as otherwise approved by the District. If the employee calls in sick the day before or the day after a holiday, he/she must bring in a doctor's slip.

C. Employees working the above holidays will be granted eight hours holiday pay plus time and one-half for the scheduled hours worked.

D. Effective July 1, 1994, Article 34 shall be amended to include the employee's birthday. It is understood by and between the parties that the day off shall be on the birthday only, unless otherwise approved by the Director of Operations or his designee. If the employee's birthday occurs on a Saturday, the day off shall be taken on the preceding Friday; if it falls on a Sunday, the day off shall be taken on the following Monday; if it falls on another scheduled holiday, appropriate scheduling shall be done through the office of the Director of Operations or his designee.

ARTICLE 35 **VACATIONS**

A. Employees hired or recalled from lay-off after November 1, 1982, shall receive the following vacation which shall be paid at the employee's current rate:

Initial date of employment through June 30 of the first year will have vacation prorated on the basis of 5 days per year.

Regular employees who have worked one (1) full year through two (2) full years shall be entitled to 5 days.

Regular employees who have worked three (3) full years through ten (10) full years shall be entitled to 10 days.

Regular employees who have worked eleven (11) full years through twenty (20) full years shall be entitled to 15 days.

Regular employees who have worked twenty-one (21) full years or more shall be entitled to 20 days.

B. The vacation schedule shall be scheduled with the Director of Operations who will check to see if this will coordinate with other schedules. Administration reserves the right to schedule vacations so they do not interfere with the orderly operation of the District. There shall be no vacation scheduled during the first week of school, the full week prior to the start of school, the last week of school, and the full week after school, unless otherwise approved by supervision. If vacation time is scheduled during weeks when paid holidays fall, those paid holidays shall not be counted as vacation days. The administration reserves the right to designate up to five (5) vacation days for all employees who have 3 weeks of vacation or less. The administration reserves the right to designate up to ten (10) vacation days for all employees who have 4 weeks of vacation or more. It is understood that the designation may vary from one employee to another, vary from one year to another, and does not duplicate the scheduling which refers to not interfering with the orderly operation of the District.

C. Vacation will be pro-rated for employees on sick leave or leave of absence and employees on sick leave or leave of absence will not accrue vacation during the time they are on leave.

D. An employee must utilize his vacation and it may not be accumulated. There will be no pay in lieu of vacation days. Vacation time will not be earned during time an employee is receiving pay for vacation upon retirement, severance, or lay-off.

E. Employees may utilize up to two (2) vacation days per year for personal business subject to calling in one (1) hour prior to their scheduled shift.

ARTICLE 36 **WAGES**

A. The wage scale for employees shall be a one percent (1.0%) increase on each of the following dates: July 1, 2008, January 1, 2009, July 1, 2009, January 1, 2010, July 1, 2010 and January 1, 2011. The increases occurring on January 1 of each year are "off schedule".

Upon calculation and approval by the parties each wage schedule shall become a part of this agreement as Appendix G.

B. Any member of the bargaining unit who receives a license/certification which is directly related to his/her position will be compensated two hundred fifty dollars (\$250.00) per license/certification, with a maximum of two (2) licenses/certifications. It is understood that not all licenses/certifications will be eligible for compensation. The Director of Operations will make the final determination to whether or not the license/certification is directly related to the employee's position and if the license/certification is eligible for compensation. Examples of licenses/certifications which will not be eligible are OSHA required licenses/certifications. Compensation for said licenses/certifications will be paid on the first pay day in December of each year.

C. All pay, vacation, and benefits shall be pro-rated on the employee's work year with the year being designated as July 1 through June 30.

ARTICLE 37
LONGEVITY PAY

A. All employees who have completed five (5) years of service on June 30 of any year shall receive a longevity payment based on their accumulated seniority credit on that date as per Appendix F. Longevity will be paid by the 1st pay day of August for the previous fiscal year.

B. In no instance will the longevity payment be more than \$500.00.

ARTICLE 38
OVERTIME

A. Employee Call Off - Employees are expected to call off 4 hours prior to the time the employee expects to be off. The call must be directly to the secretaries designated for taking such calls or the automatic recording system when those individuals cannot be reached or it involves the day shift.

B. By June 30 of each year, employees interested in working overtime on the afternoon-evening shift will notify in writing the administrator in charge of maintenance. Once an individual is on the overtime list, he remains on the list for the entire year and he is eligible for all overtime openings. The employee's name will remain on the overtime list from year to year unless he requests, in writing, that it be removed, said request to be prior to July 1 of the year he expects to be removed.

C. By June 30 of each year, afternoon/evening employees interested in working overtime on the day shift will notify, in writing, the administrator in charge of maintenance. The administration will determine the positions for which the individual is qualified to substitute. Once an individual is on the overtime list, he remains on the list for the entire year. The employee's name will remain on the overtime list from year to year unless he requests, in writing, that it be removed, said request to be prior to July 1 of the year he expects to be removed. It is understood that administration will relax qualification standards somewhat to provide for overtime work. The standard will be at administration's discretion and individuals working overtime will not become automatically qualified for an opening by virtue of working overtime.

D. Employees will be placed by administration on the alarm company call-in list based on district needs. It is understood that the alarm company will do the call-ins

based on who can be reached and will not follow any seniority or overtime list procedure. Employees who respond to an alarm company call-in that do not have keys, etc. with which to properly respond to the call-in may be denied payment by the district.

E. The procedures to be followed for overtime calls are as follows:

1. Interested/eligible employees will be ranked on a list from most senior to least senior.
2. A separate list will exist for day and afternoon/ evening positions.
3. Calls will initially be made starting with the most senior. If the individual is unable to be reached, off on leave or sick, not at home, does not answer the phone, or refuses to accept the position, the caller will move to the next most senior employee until the overtime is filled. Administration will permit eligible employees to call in and indicate whether they will accept or reject overtime work for that particular day. Calls of this nature are only good for the day the call is made. A building secretary, spouse, or responsible adult may be authorized by an eligible employee to indicate whether or not overtime will be accepted. For the next overtime position which becomes available, the caller will begin with the employee immediately below the individual who handled the preceding overtime.
4. When filling for overtime management reserves the right to schedule the overtime as soon as they are aware of an absence or need for overtime.

F. Emergency Call-In. Emergency as used in this section shall mean any situation in which human life or property is in jeopardy and/or immediate and prompt aid is essential. The following emergency situations shall be handled without regard to the overtime list and shall be at the discretion of the Employer.

1. Fire
2. Explosion
3. Storm Damage
4. Mechanical or Electrical Failure
5. Bus Failure
6. Breaking and Entering
7. Vandalism
8. On-The-Job Illness
9. Illness Preventing an Employee Reporting to Work in the Morning
10. Snow Removal

G. To maintain proper operation of the schools, casual help may be used when no authorized employee accepts overtime or when an employee is off on vacation, illness, on leave or to fill for vacant positions during the three (3) day posting period not to exceed nine (9) days. Casual help may also be utilized whenever needed during the summer months when regular classes are not in session, provided that all part-time employees are offered the opportunity to work additional hours.

H. In the event all individuals on the overtime list refuse the overtime and no qualified casual help employees can be reached, the caller will go to the least senior individual and begin to make the calls with the first individual reached being required to take the overtime.

I. Compensatory time shall be allowed, in lieu of overtime, with the approval of the supervisor.

J. All overtime worked shall be paid at time and a half. Emergency call-in on Sunday will be double time.

K. If an employee refuses overtime five (5) times in a row when he is reached, he will be dropped from the overtime list for the balance of that year and may reapply for overtime for the next year following procedures identified in 2 and 3 above.

L. Overtime will be paid for actual time worked except that an individual will be guaranteed a minimum of a 2 hour call-in. When employees, through their fault or neglect, cause a call-in to occur, those involved will be called in to correct the matter without pay.

M. Any member shall be compensated for overtime work based on his or her regular hourly rate of pay being received regardless of whether the overtime position being filled is a higher or lower paying position than his or her regular position.

ARTICLE 39 **MISCELLANEOUS PROVISIONS**

A. Act of God. In the event one or more schools are closed and Local 1590 employees are either sent home or told to not report to work, both those who worked and those who did not will receive pay for that day. If the District later requires an individual to work that day, he will be paid at time and one-half when he works his regular hours. Groundsmen, on Act of God days when snow removal is necessary, will be required to work their regular shift.

B. Pay Periods. The pay periods shall be established by the District for all employees. In the case of holidays that fall on the scheduled pay date, payday will be the preceding day except that if the Monday following the holiday is a regular work day, the

pay day will be on that Monday. The employees working afternoons or midnights shall receive their checks on the weekday immediately preceding the payday, if the checks are available. It is understood that the paychecks are not to be cashed until the date shown on the check and a violation of this provision will negate the early issue of paychecks to that individual.

C. Bonding of Employees. All employees who in their regularly assigned positions are required to transport District monies shall be bonded by the school district.

D. Occasional Work. The use of students, teachers, administrators or parents to perform any custodian or maintenance work is discouraged but it is recognized that incidental cleaning or moving of equipment or furniture for special programs, meetings or performances is permitted as well as periodic utilizing of students for disciplinary work so long as it does not cause a regular employee position to be reduced or eliminated.

Summer Youth Corp or other similar federal, state, or county work programs for youth and adults will be permitted as long as their working does not result in the layoff of any Local 1590 members or when there are no members on layoff.

E. Job Structure. When management deems it necessary to change the work assignment or starting hours from the original job description, the employee holding the position shall have the opportunity to discuss the changes with his supervisor. Job description changes will be discussed with Local 1590 President and Chief Steward before being implemented by administration.

The parties acknowledge the District's right to schedule employees and/or create positions which are less than eight (8) hours per day or less than fifty-two (52) weeks per year. In cases where the school district deems it necessary to outsource bargaining unit work to outside contractors the Union will be provided notice and an opportunity to discuss the scope of the proposed outsourcing. The parties agree that outsourcing discussions and the effects of subcontracting are topics excluded from collective bargaining so long as PA112 is in effect.

The District agrees that it will not during the life of this contract eliminate bargaining unit classifications and then re-establish said classifications outside the bargaining unit. This provision does not restrict the District's right to reduce personnel, eliminate positions, create new positions or modify existing positions as set forth in Article 18B.

F. The job descriptions detailing the characteristics of routine work for: four (4) hour custodial positions, eight (8) hour afternoon custodial positions and eight (8) hour day person assignments are on file in the Office of the Director of Operations.

Individuals moving from a four (4) hour position to an eight (8) hour second shift position will be required to successfully pass a District developed test with a minimum score of seventy (70) percent.

Individuals moving from a eight (8) hour second shift position to an eight (8) hour first shift position will be required to successfully pass a District developed test with a minimum score of seventy (70) percent .

Individuals moving to a utility position will be required to successfully pass a District developed test with a minimum score of seventy (70) percent.

All tests will contain questions which are related to the essential skills and duties of the position subject to testing. An example of areas of testing for the respective positions is on file in the Office of the Director of Operations.

G. Sale or Lease of School Facilities. In the event the school district rents, leases, or sells an existing school facility, or any part thereof, there shall be no obligation of the school district to utilize those employees working in the facility that are covered by this contract, unless otherwise provided for under the lease or rent agreement.

H. In return for the creation of certain maintenance positions, the Union hereby forever relinquishes all control over the cafeteria food service employees and said employees are hereby excluded from the bargaining unit by the express agreement of the parties. The Union further agrees that the Riverview Board of Education may operate the cafeteria now and hereafter by using any employees, students, or outside contracting companies that it so desires and the Union expressly relinquishes any interest over the operation of the cafeteria.

ARTICLE 40 **RIGHTS OF THE BOARD**

A. Except as provided herein, Local 1590 recognizes that the Board on its own behalf and on behalf of the electors of the district, hereby retain and reserve 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, and of the United States, including the right:

1. To the executive management and administrative control of the school system and its properties, and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of the law to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion; and to promote, and to transfer all such employees.

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

C. The Board retains the right to establish, modify, or delete positions. New positions will be subject to the provisions of Article 18 B.

D. The Board retains the right to review and modify job descriptions in light of the district's needs. Prior to implementing any modified job descriptions, administration will meet with the union leadership to indicate the reasons for the change. Significant modifications which materially change the position as defined by MERC will be subject to the provisions of Article 18 B.

During summer or vacation periods, when students are not in the schools, the immediate supervisor may utilize the employees as a crew and have them work together or as a team to do the work priorities that he has established.

E. The Board retains the right to review and modify evaluation forms, instruments, criteria, and procedures. The Board encourages the Union to suggest modifications to the evaluation form, instrument, criteria, and procedures. The Union's suggestions will be addressed under the Special Conferences.

The Administration will provide the Union with the evaluation form, instruments, criteria and procedures by September 1 of each year and those evaluation forms, instruments, criteria, and procedures will remain in effect for the balance of that contract year or until such time as such are issued on any subsequent September 1.

Employees shall be evaluated annually with the summary evaluation to be completed by June 1 of each year. In the event an employee wishes to challenge the contents of his evaluation, he may submit, in writing, a statement which will be made a part of the evaluation and will be placed in his personnel file along with the evaluation.

The employee may request a follow-up conference with his supervisor and is entitled to be accompanied by his union representative. Should he not be satisfied with the results of the conference, he may appeal to the central office and then to the Board of Education. The hearing before the Board may be public or private at the employee's discretion and will be scheduled within fifteen (15) days of the Board's receipt of the request.

Unsatisfactory performance will lead to probation and discharge if improvement is not made during probationary period.

F. The Rights of Board will in no way infringe or invalidate any clause or part of this Agreement.

ARTICLE 41
DURATION AND TERMINATION

This Agreement shall remain in full force and effect until June 30, 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the terminal day that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on this _____ day of _____, 2008.

**BOARD OF EDUCATION OF THE
RIVERVIEW COMMUNITY SCHOOL
DISTRICT**

President

Secretary

**AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
LOCAL 1590**

President

Secretary

Council Representative

APPENDIX A

FORM OF AUTHORIZATION FOR PAYROLL DEDUCTIONS

AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 25,
LOCAL NO. 1590

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
(please print) Last Name First Name Middle Name

To: _____
Employer

Effective: _____
Date

I hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of current rate of monthly union dues, as certified by Local #1590. The amount deducted shall be paid to the Treasurer of Local #1590, of the American Federation of State, County and Municipal Employees. This Authorization shall cover all increases voted on by the members of Local 1590 and shall remain in effect unless terminated by me by written notice to the Union and to the Employer within thirty (30) days immediately preceding the termination of my employment or until an existing Union-Management Agreement specifically does not require the payment of dues.

When an increase is voted in by the members of Local #1590, the Treasurer will send to the payroll office the amount the dues will be increased and the date effective.

Employee's Signature

Street Address

City and State

Grievance No. _____

STEP III

Response of Grievant to Principal's Position _____

Signature of Grievant

Date of Grievant's Response

Signature of Supt./Designee
Receiving Grievant's Response

Time/Date Grievant Response
Received by Supt./Designee

Disposition of Grievance By Superintendent _____

Grievance Denied of Accepted (Cross out one which does not apply)

Signature of Superintendent of Schools

Date Grievance Acted upon by
Superintendent

Signature of Grievant/Designee
Indicating Receipt of Supt. Action

Time/Date Grievant Received
Superintendent's Reply

STEP IV

Response of Grievant to Superintendent's Position _____

Signature of Grievant

Date of Grievant's Response

Signature of Board Rep. Receiving
Grievant's Response

Time/Date Grievant Response
Received by Board's Rep.

Grievance No. _____

Disposition of Grievance by Board _____

Grievance Denied or Accepted (Cross out one which does not apply)

Signature of Board Representative

Date Grievance Acted Upon by
Board

Signature of Grievant or Designee
Indicating Receipt of Board's Disposition

Time and Date Grievant Received
Board's Reply

APPENDIX C
JULY 1, 2005
LOCAL 1590 SENIORITY LIST

<u>Seniority Number</u>	<u>Name</u>	<u>Initial Date of Hire</u>	<u>%</u>
01	ROBERTS, CARL	02/11/76	2960
02	MOODY, KEMP	11/15/77	2760
03	DUFFY, JIM	11/17/77	2660
04	BODEN, DON	10/15/80	2290
05	COFFEY, MARY	11/12/85	1960
06	PETERS, JEFF	11/12/85	1960
07	SHOUP, JEFF	12/03/85	1960
08	FOLDING, JIM	01/28/86	1930
09	McFARLANE, CHRIS	02/25/88	1740
10	CHONTOS, SUE	07/25/89	1590
11	LAURELL, CHARLES	07/23/91	1390
12	HUBBARD, DEREK	08/13/91	1290
13	HOWARD, SHARON	08/27/91	1110
14	MURT, PAMELA	08/25/97	740
15	POUSAK, GINA	01/26/98	660
16	PERKINS, MIKE	08/10/98	630
17	MANN, PRISCILLA	07/27/99	450
18	MILLARD, LYLE	09/21/99	290
19	DeANGELO, JODI	10/25/99	280
20	SHAUL, GERALD	01/11/00	270
21	HULL, LINDA	02/28/00	270
22	DULZ, BILL	10/02/00	230
23	PRICE, JOHN	10/10/00	280
24	FOLDING, MATT	08/03/04	090
25	PHILIPS, ED	03/17/05	030
26	BERKHOLZ, SUE	10/17/05	000

APPENDIX D
FUNERAL DAY REQUEST FORM

Individual who passed away _____

Relationship of the deceased to you _____

Date of Death _____

Date of Funeral _____

Name and Location of Funeral Home where services were held _____

Time and Date you were informed of the funeral:

_____ _____
Time Date

Specified day(s) you are requesting as funeral days:

_____ _____
Time Date

_____ _____
Time Date

_____ _____
Time Date

_____ _____
Time Date

Date you submitted request

Signature indicates attendance at funeral

School

Requests for use of funeral days are to be sent to the personnel office within seven (7) days of the funeral.

(FOR OFFICE USE ONLY)

Number of Funeral Days authorized _____

Dates of Authorized Days _____

Comments: _____

Date

Authorized Signature

(COMPLETE 3 COPIES WITH EMPLOYEE RETAINING A COPY AND SEND 2 COPIES TO DIRECTOR OF OPERATIONS)

APPENDIX E
DOCUMENTATION OF DAYS OFF

Employee

Building

As indicated below I was off work and acknowledge that my reason for absence was appropriate for the category(s) I have checked.

Date	Time*	Reason (Category to be Charged)				
		School Business	Sick/ Accident	Personal Business	Scheduled Absence, Bonus or Act of God	Vacation

*If for the entire day, state Full Day. If for part of a day state the hours you were off, i.e., 12:45 – 3:15 (2 ½ hours).

**Any claim must be accompanied by a memo from your administrator indicating the type of school business, when and how long.

Date Submitted

Employee Signature

(Central Office Use)

_____ Approved

_____ Denied

Comments: _____

Director of Operations

Date

COMPLETE 1 COPY UPON RETURN TO WORK AND SEND TO
THE DIRECTOR OF OPERATION'S SECRETARY

APPENDIX F
LONGEVITY PAYMENTS

SENIORITY FOR LONGEVITY LIST
AS OF JULY 1, 2008

SENIORITY NUMBER	NAME	INITIAL DATE OF HIRE	%	
01	ROBERTS, CARL	02/11/76	3260	
02	MOODY, KEMP	11/15/77	3060	
03	DUFFY, JIM	11/17/77	2960	
04	BODEN, DON	10/15/80	2590	
05	COFFEY, MARY	11/12/85	2260	
06	PETERS, JEFF	11/12/85	2260	
07	JEFF SHOUP	12/3/85	2260	
08	FOLDING, JIM	01/28/86	2230	
09	McFARLANE, CHRIS	02/25/88	2040	
10	CHONTOS, SUE	07/25/89	1890	
11	LAURELL, CHARLES	07/23/91	1690	
12	HUBBARD, DEREK	08/13/91	1590	
13	HOWARD, SHARON	08/27/91	1410	
14	MURT, PAMELA	08/25/97	1040	
15	POUSAK, GINA	01/26/98	960	
16	PERKINS, MIKE	08/10/98	930	
17	MANN, PRISCILLA	07/27/99	750	
18	PRICE, JOHN	10/10/00	630	
19	DeANGELO, JODI	10/25/99	570	
20	MILLARD, LYLE	09/21/99	440	
21	DULZ, BILL	10/02/00	380	
22	FOLDING, MATT	08/03/04	240	
23	PHILIPS, ED	03/17/05	180	
24	HACKNEY, COLLEEN	10/10/06	90	
25	MARTIN, ANDREA	01/14/08	20	

APPENDIX H

**MEMORANDUM OF UNDERSTANDING
between
RIVERVIEW COMMUNITY SCHOOL DISTRICT
and
LOCAL 1590**

It is agreed that the District reserves the right pursuant to this Memorandum of Understanding to establish up to ten (10), four (4) hour custodial positions without dental, vision, and life insurance, or short/long term disability benefits; as defined in Article 29, Section A-2 of the Master Contract. These positions will be paid an hourly rate as outlined in Appendix G of the Master Contract. These positions will be established and assigned as determined by the Board of Education.

In no event will a four (4) hour custodial position referred to in this provision be retained while eight (8) hour custodial employees are placed on layoff. In other words, employees assigned to four (4) hour custodial positions will be laid off before any eight (8) hour custodial position is eliminated.

It is understood that this Memorandum of Understanding constitutes the entire understanding of the parties in regard to the aforementioned matter, under the conditions so stipulated herein, and as such, shall not affect or otherwise modify, nor be determined precedent setting with respect to any or all of the Master Contract now in effect or to be in effect at a future date, or any present or future Board Policy or Administrative practice.

Date

Dennis F. Desmarais, Superintendent

Christopher McFarlane, President
Local 1590

The Union Salary Calculations:

<u>July 1, 2006 - June 30, 2007</u>				<u>Class A</u>		<u>Class B</u>
(STARTING)	INITIAL WORK DATE			15.70		15.39
	AFTER 1st YEAR			16.33		16.02
	AFTER 2nd FULL YEAR			16.98		16.68
	AFTER 3rd FULL YEAR			17.62		17.31
(MAXIMUM)	AFTER 4th FULL YEAR			18.26		17.95
<u>July 1, 2007 - June 30, 2008</u>				<u>Class A</u>		<u>Class B</u>
(STARTING)	INITIAL WORK DATE			16.01		15.70
	AFTER 1st YEAR			16.66		16.34
	AFTER 2nd FULL YEAR			17.32		17.01
	AFTER 3rd FULL YEAR			17.97		17.66
(MAXIMUM)	AFTER 4th FULL YEAR			18.63		18.31
<u>Base for computing 2009 - 2011 Contract</u>				<u>Class A</u>		
(STARTING)	INITIAL WORK DATE			16.01		
	AFTER 1st YEAR			16.66		
	AFTER 2nd FULL YEAR			17.32		
	AFTER 3rd FULL YEAR			17.97		
(MAXIMUM)	AFTER 4th FULL YEAR			18.63		
				<u>1st Half of Year</u>		<u>2nd Half of Year</u>
<u>July 1, 2008 - June 30, 2009</u>						
(STARTING)	INITIAL WORK DATE			16.17		16.33
	AFTER 1st YEAR			16.83		17.00
	AFTER 2nd FULL YEAR			17.49		17.66
	AFTER 3rd FULL YEAR			18.15		18.33
(MAXIMUM)	AFTER 4th FULL YEAR			18.82		19.01
				<u>1st Half of Year</u>		<u>2nd Half of Year</u>
<u>July 1, 2009 - June 30, 2010</u>						
(STARTING)	INITIAL WORK DATE			16.49		16.65
	AFTER 1st YEAR					

				17.17		17.34
	AFTER 2nd FULL YEAR			17.84		18.02
	AFTER 3rd FULL YEAR			18.51		18.69
(MAXIMUM)	AFTER 4th FULL YEAR			19.20		19.39
				1st Half		2nd Half
				of Year		of Year
<u>July 1, 2010 - June 30, 2011</u>						
(STARTING)	INITIAL WORK DATE			16.82		16.99
	AFTER 1st YEAR			17.51		17.68
	AFTER 2nd FULL YEAR			18.20		18.38
	AFTER 3rd FULL YEAR			18.88		19.07
(MAXIMUM)	AFTER 4th FULL YEAR			19.58		19.77

APPENDIX C
RIVERVIEW COMMUNITY SCHOOL DISTRICT
2008-2009 School Calendar

						Student Days	Teacher Days
	August						
	M	T	W	T	F		
					1		
	4	5	6	7	8		
27 - Professional Development	11	12	13	14	15		
28 - Staff Prep Day	18	19	20	21	22		
29 - Labor Day Recess	25	26	27	28	29	0	2
	September						
	1	2	3	4	5		
01 - Labor Day	8	9	10	11	12		
02 - Students 1st Day - RCHS/Seitz Full Day	15	16	17	18	19		
02 - Elementary Students A.M. Teachers P.D. P.M.	22	23	24	25	26		
	29	30				21	21
	October						
			1	2	3		
16 - 1st Trimester Conferences (5-8 P.M.) RCHS	6	7	8	9	10		
31 - Elem/Seitz Students A.M. Teachers P.D. P.M.	13	14	15	16	17		
31 - End 1st Quarter Card Marking - Seitz	20	21	22	23	24		
	27	28	29	30	31	23	23.5
	November						
04 - Election Day - No Students - P.D. RCHS/Elem							
04 - Records Day - No Students - Seitz							
05 - Conferences (5-8 P.M.) Seitz/Elementary	3	4	5	6	7		
06 - Conferences (5-8 P.M.) Seitz/Elememntary	10	11	12	13	14		
25 - End 1st Trimester	17	18	19	20	21		
26 - Records Day - No Students - RCHS/Elem	24	25	26	27	28	16	18
26 - P.D. - No Students - Seitz							
27 & 28 - Thanksgiving							
	December						
	1	2	3	4	5		
	8	9	10	11	12		
01 - Teachers P.D. A.M. - Students P.M. - RCHS	15	16	17	18	19		
22 - 31 - Christmas Recess	22	23	24	25	26		
	29	30	31			15	15

01 & 02 - New Years' Recess	January						
05 - Classes Resume							
29 - 2nd Trimester Conferences (5-8 P.M.) RCHS				1	2		
30 - .5 Records Day/.5 No School - Seitz	5	6	7	8	9		
End 2nd Quarter Card Marking - Seitz	12	13	14	15	16		
30 - School A.M. - Students/Staff No School P.M.	19	20	21	22	23		
RCHS/Elementary	26	27	28	29	30	20	20
2009						<u>Student Days</u>	<u>Teacher Days</u>
	February						
	2	3	4	5	6		
13 - Students A.M. Teachers P.D. P.M.	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27	20	20
	March						
05 - End 2nd Trimester	2	3	4	5	6		
06 - Records Day RCHS/Elem - No Students	9	10	11	12	13		
06 - .5 Records/.5 P.D. Seitz - No Students	16	17	18	19	20		
12 - Conferences (5-8 P.M.) Elementary	23	24	25	26	27		
09 - Teachers P.D. A.M. - Students P.M. - RCHS	30	31				21	22
	April						
03 - End 3rd Card Marking - Seitz			1	2	3		
07 - Conferences (5-8 P.M.) Seitz	6	7	8	9	10		
09 - School A.M. - Spring Break Begins P.M.	13	14	15	16	17		
20 - Classes Resume	20	21	22	23	24		
30 - 3rd Trimester Conferences (5-8 P.M.) RCHS	27	28	29	30		16	16
	May						
					1		
	4	5	6	7	8		
	11	12	13	14	15		
22 - Students A.M. - Teachers P.D. P.M. (Seitz)	18	19	20	21	22		
25 - Memorial Day - No School	25	26	27	28	29	20	20
	June						
	1	2	3	4	5		
11 - Students Last Day A.M. - End 3rd Trimester	8	9	10	11	12		
12 - Records Day	15	16	17	18	19		
	22	23	24	25	26		
	29	30				9	10
TOTAL:						181	187.5

The intent of this calendar is to maintain 183 student days, 189 teacher duty days and not less than the 1098 instructional hours required by the State.

The equivalent of five professional development days will be accomplished through:

RCHS: 1 day on August 27, 1 day on November 4; .5 days on December 1, 2008; February 13, and March 9, 2009.

Seitz: 1 day on August 27, 1 day on November 26; .5 days on October 31, 2008; February 13, March 6 and May 22, 2009.

Elementary: 1 day on August 27, 1 day on November 4; .5 days on September 2, October 31, 2008; and February 13, 2009.

1.5 day by devoting at least one faculty meeting per month to staff development.

APPENDIX C									
RIVERVIEW COMMUNITY SCHOOL DISTRICT									
2009-2010 School Calendar									
								<u>Student Days</u>	<u>Teacher Days</u>
September									
02 - Professional Development		1	2	3	4				
03 - Staff Prep Day	7	8	9	10	11				
4 & 7 - Labor Day Recess	14	15	16	17	18				
08 - Students 1st Day - RCHS/Seitz Full Day	21	22	23	24	25				
08 - Elementary Students A.M. Teachers P.D. P.M.	28	29	30					17	19
October									
				1	2				
22 - 1st Trimester Conferences (5-8 P.M.)	5	6	7	8	9				
30 - Elem/Seitz Students A.M. Teachers P.D. P.M.	12	13	14	15	16				
	19	20	21	22	23				
	26	27	28	29	30			22	22.5
November									
03 - Election Day - No Students - P.D.	2	3	4	5	6				
26 & 27 - Thanksgiving	9	10	11	12	13				
	16	17	18	19	20				
	23	24	25	26	27				
	30							18	19
December									
03 - End 1st Trimester		1	2	3	4				
07 - Teachers P.D. A.M. - Students P.M. - RCHS	7	8	9	10	11				
22 - School A.M. - Christmas Recess Begins P.M.	14	15	16	17	18				
23 - 31 - Christmas Recess	21	22	23	24	25				
	28	29	30	31				15	16
January									
01 - New Years' Recess					1				
04 - Classes Resume	4	5	6	7	8				
28 - 2nd Trimester Conferences (5-8 P.M.)	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29			20	20
2010								<u>Student Days</u>	<u>Teacher Days</u>
February									
	1	2	3	4	5				
12 - Students A.M. Teachers P.D. P.M.	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26			20	20

	March							
11 - End 2nd Trimester	1	2	3	4	5			
12 - Records Day 2nd Trimester - No Students	8	9	10	11	12			
15 - Teachers P.D. A.M. - Students P.M. - RCHS	15	16	17	18	19			
	22	23	24	25	26			
	29	30	31			22	23	
	April							
				1	2			
	5	6	7	8	9			
01 - School A.M. - Spring Break Begins P.M.	12	13	14	15	16			
02 - 09 - Spring Break	19	20	21	22	23			
12 - Classes Resumes	26	27	28	29	30	16	16	
	May							
	3	4	5	6	7			
06 - 3rd Trimester Conferences (5-8 P.M.)	10	11	12	13	14			
28 - Students A.M. - Teachers P.D. P.M. (Seitz)	17	18	19	20	21			
31 - Memorial Day - No School	24	25	26	27	28			
	31					20	20	
	June							
		1	2	3	4			
15 - Students Last Day A.M. - End 3rd Trimester	7	8	9	10	11			
16 - Records Day	14	15	16	17	18			
	21	22	23	24	25			
	28	29	30			11	12	
TOTAL:						181	187.5	

The intent of this calendar is to maintain 183 student days, 189 teacher duty days and not less than the 1098 instructional hours required by the State.

The equivalent of five professional development days will be accomplished through:

RCHS: 1 day on September 2, 1 day on November 3; .5 days on December 7, 2009; February 12, and March 15, 2010.

Seitz: 1 day on September 2, 1 day on November 3; .5 days on October 30 2009; February 12, and May 28, 2010.

Elem: 1 day on September 2, 1 day on November 3; .5 days on September 8, October 30 2009 and February 12, 2010.

1.5 day by devoting at least one faculty meeting per month to staff development.

APPENDIX C									
RIVERVIEW COMMUNITY SCHOOL DISTRICT									
2010-2011 School Calendar									
								<u>Student Days</u>	<u>Teacher Days</u>
September									
01 - Professional Development			1	2	3				
02 - Staff Prep Day	6	7	8	9	10				
3 & 6 - Labor Day Recess	13	14	15	16	17				
07 - Students 1st Day - RCHS/Seitz Full Day	20	21	22	23	24				
07 - Elementary Students A.M. Teachers P.D. P.M.	27	28	29	30				18	20
October									
					1				
21 - 1st Trimester Conferences (5-8 P.M.)	4	5	6	7	8				
29 - Elem/Seitz Students A.M. Teachers P.D. P.M.	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29			21	21.5
November									
02 - Election Day - No Students - P.D.	1	2	3	4	5				
25 & 26 - Thanksgiving	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				
	29	30						19	20
December									
02 - End 1st Trimester			1	2	3				
03 - Record Day - No Students	6	7	8	9	10				
06 - Teachers P.D. A.M. - Students P.M. - RCHS	13	14	15	16	17				
22 - School A.M. - Christmas Recess Begins P.M.	20	21	22	23	24				
23 - 31 - Christmas Recess	27	28	29	30	31			15	16
January									
	3	4	5	6	7				
03 - Classes Resume	10	11	12	13	14				
27 - 2nd Trimester Conferences (5-8 P.M.)	17	18	19	20	21				
	24	25	26	27	28				
	31							21	21

2011						Student Days	Teacher Days
	February						
		1	2	3	4		
11 - Students A.M. Teachers P.D. P.M.	7	8	9	10	11		
14 - No School Students or Staff	14	15	16	17	18		
	21	22	23	24	25		
	28					19	19
	March						
		1	2	3	4		
10 - End 2nd Trimester							
11 - Records Day 2nd Trimester - No Students	7	8	9	10	11		
14 - Teachers P.D. A.M. - Students P.M. - RCHS	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30	31		22	23
	April						
					1		
	4	5	6	7	8		
14 - School A.M. - Spring Break Begins P.M.	11	12	13	14	15		
14 - 22 - Spring Break	18	19	20	21	22		
25 - Classes Resumes	25	26	27	28	29	15	15
	May						
		2	3	4	5	6	
05 - 3rd Trimester Conferences (5-8 P.M.)	9	10	11	12	13		
27 - Students A.M. - Teachers P.D. P.M. (Seitz)	16	17	18	19	20		
30 - Memorial Day - No School	23	24	25	26	27		
	30	31				21	21
	June						
			1	2	3		
14 - Students Last Day A.M. - End 3rd Trimester	6	7	8	9	10		
15 - Records Day	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30		10	11
TOTAL:						181	187.5

The intent of this calendar is to maintain 183 student days, 189 teacher duty days and not less than the 1098 instructional hours required by the State.

The equivalent of five professional development days will be accomplished through:

RCHS: 1 day on September 1, 1 day on November 2; .5 days on December 6, 2010; February 11, and March 14, 2011.

Seitz: 1 day on September 1, 1 day on November 2; .5 days on October 29, 2010; February 11, and May 27, 2011.

Elem: 1 day on September 1, 1 day on November 2; .5 days on September 7, October 29, 2010 and February 11, 2011.

1.5 day by devoting at least one faculty meeting per month to staff development.