

AGREEMENT BETWEEN
SOUTHGATE LABOR SUPPORT STAFF MEA/NEA
and
SOUTHGATE COMMUNITY SCHOOL DISTRICT
2005 - 2007

82405
2007 06 30
MEA
CFT

CONTRACT

BETWEEN THE

SOUTHGATE LABOR SUPPORT STAFF

MEA / NEA

AND THE

SOUTHGATE COMMUNITY

SCHOOL DISTRICT

JULY 1, 2005 - JUNE 30, 2007

82405
2007 06 30
MEA
CFT

INDEX
ARTICLE

PAGE

	Agreement	1
	Purpose and Intent	1
1.	Union Recognition	2
2.	Aid to Other Unions	2
3.	Union Security & Agency Shop Dues & Fee Deductions	3
4.	Stewards	4
5.	Special Conferences	4
6.	Union Bulletin Boards	5
7.	Health and Safety Committee	5
8.	Grievances and Arbitration	6
9.	Probation and Seniority	8
10.	Loss of Seniority	9
11.	Layoff and Recall	11
12.	Vacancies	14
13.	Sick and Disability Leaves	16
14.	Personal Business Leaves	18
15.	Jury Duty	19
16.	Leave for Union Business	19
17.	Funeral Leave	20
18.	Veterans - Call Up	20
19.	Other Leaves	21
20.	Rates for New Jobs	21
21.	Workers' Compensation	22
22.	Board Rights	23
23.	No Strike - No Lock Out	23
24.	Temporary Assignment	23
25.	Miscellaneous Provisions	24
26.	Effective Date, Modification or Termination & Negotiations	25
27.	Temporary on Loan	26
28.	Educational Reimbursement	27
29.	Section 125 Plan 25	27
30.	Discipline, Discharge and Just Cause	28
	Letter of Agreement	29
	Letter of Agreement	30
	Letter of Agreement	31

CUSTODIAN/MAINTENANCE DEPARTMENT

41. Classifications 32
42. Hospitalization, Dental, Life & LTD Insurance 32
43. Holidays 35
44. Vacations 36
45. Working Hours and Overtime 37
46. Longevity 40
47. Wage Structure 40
48. Birthday 41
Letter of Understanding 42

FOOD SERVICE DEPARTMENT

61. Working Hours and Overtime 43
62. Hospitalization, Life and LTD Insurance 44
63. Holidays 46
64. After-School Functions 47
65. Wage Structure 48
66. Uniform Allowance 49
67. School Closings 49
68. Move Ups 49

TRANSPORTATION DEPARTMENT

81. General Provisions 50
82. Trip Board 52
83. During Summer Recess 55
84. School Closings 55
85. Hospitalization, Life and LTD Insurance 56
86. Holidays 58
87. Wages 59

Signature Page 60

AGREEMENT

This Agreement between the Southgate Community School District (hereinafter referred to as the Employer) and the Southgate Labor Support Staff MEA/NEA, (hereinafter referred to as the Union) will consist of general provisions and Articles 40s, Articles 60s and Articles 80s. The provision of these Articles (40s, 60s and 80s) is not interchangeable and no provision in one Appendix will be construed to apply to employees covered by other Appendices.

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To establish this proper service the parties recognize the need for trust and cooperation. In order to deal with school improvement activities and create a positive learning environment the parties must develop a culture which believes that "It takes a whole village to educate an individual." Translated we all play a very important role in our learning community which includes Support Personnel. It is agreed that the basis for decisions will be the underlying standard, "What is best for students." A win philosophy will be necessary if we are going to become the exemplary learning community that our society is demanding.

ARTICLE 1. UNION RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees included in the bargaining unit as described below:
- 1.2 Employees employed in the wage classifications set forth in Custodial - Maintenance Department (Articles #40s) who are regularly scheduled to work twenty (20) per week.
- 1.3 Employees employed in wage classifications set forth in Food Service Department (Articles #60s) who are regularly scheduled to work two (2) hours or more per week.
- 1.4 Employees employed in wage classifications set forth in Transportation Department (Articles #80s) who are regularly scheduled to work five (5) hours or more per week.
- 1.5 Employees employed in wage classifications other than the classifications set forth in Custodial - Maintenance Department (Articles #40s), Food Service Department (Articles #60s) and Transportation Department (Articles #80s), or who are not regularly scheduled or who work less than the required hours will not be included in the bargaining unit and will not be covered by the provisions of this Agreement.

ARTICLE 2. AID TO OTHER UNIONS

- 2.1 The employer will not aid, promote or finance any labor organization which seeks to represent employees covered by this Agreement nor will the employer make any Agreement with another labor organization covering employees represented by the Union.

ARTICLE 3. UNION SECURITY AND AGENCY SHOP DUES AND FEE DEDUCTIONS

- 3.1 It shall be a condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the uniform dues or a service fee not greater than the Union dues for the cost of negotiating and administering this Agreement.
- 3.2 Any employee, who has failed to either maintain membership or pay the required service fee shall not be retained by the Employer, provided, however, no employee shall be terminated under this Article unless:
- A. The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Employer in the event compliance is not effected.
- 3.3 Failure of an employee to pay dues or a monthly service fee toward the negotiations and administration of the Agreement shall be recognized as reasonable and just cause for discharge unless the employee complies prior to the time he/she is discharged.
- 3.4 The discharge of an employee for failure to pay Union dues or service fees shall not be subject to the grievance procedure.
- 3.5 The Employer will deduct or cause to be deducted from the pay of each employee covered by this Agreement, all current membership dues and initiation fees and service fees; provided, that at the time of such deduction there is in the possession of the employer, a subsisting written assignment executed by the employee authorizing such deduction.
- 3.6 The deduction shall be made from the employee's pay in a calendar month. If the employee has no pay coming for such month, no dues or service fees shall be deducted.
- 3.7 All sums deducted shall be remitted to the Treasurer of the Union accompanied with a list for whom deductions have been made, as soon as possible after the first pay day of the month.
- 3.8 The Union shall indemnify and save the School District harmless against any and all claims, demands, suits, judgments, damages or other forms of liability or expense that may arise out of or by reason of action taken by the School District for the purpose of complying with this Article.

ARTICLE 4. STEWARDS

- 4.1 Employees employed in the classifications set forth in Custodial - Maintenance Department (Articles #40s) shall be represented by two stewards who shall be regular seniority employees working in a classification set forth in Custodial - Maintenance Department (Articles #40s). Employees employed in the classifications set forth in Food Service Department (Articles #60s) shall be represented by two stewards who shall be regular seniority employees working in a classification set forth in Food Services Department (Articles #60s). Bus drivers and aides shall be represented by two stewards who shall be a regular seniority employee working in the bus driver and aide classification as set forth in Transportation Department (Articles #80s).
- 4.2 The Local Union president or the appropriate steward, during working hours, without loss of time or pay, may investigate and present grievances to the employer after securing permission of the immediate supervisor. If the immediate supervisor is not available, then his/her immediate supervisor shall be contacted to secure permission.
- 4.3 The Union shall notify the employer of the names of the stewards within one week after their election, selection or appointment. Such notification shall be in writing.
- 4.4 Any additional representation shall be subject to the mutual agreement of both parties.

ARTICLE 5. SPECIAL CONFERENCES

- 5.1 Conferences for important matters may be arranged between the Local president or his/her designated representative and the Superintendent or his/her designated representative. The Local president and up to seven designated representatives shall not lose time or pay if the conference is held during his/her normal working hours. This meeting may be attended by a representative of the Council and/or a representative of the International Union or, in their absence, another bargaining unit representative designated by the local president.

ARTICLE 6. UNION BULLETIN BOARDS

6.1 The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events
2. Notice of elections
3. Notices of results of elections
4. Notices of meetings

6.2 A copy of notices will be forwarded to the Employer.

ARTICLE 7. HEALTH AND SAFETY COMMITTEE

7.1 A Safety Committee of employees and an employer representative is hereby established. Special conferences to make safety recommendations may be arranged between the Committee and the Superintendent or his/her designated representative upon mutual consent. A bargaining unit employee of the Committee shall not lose time or pay if the conference is held during his/her normal working hours.

ARTICLE 8. GRIEVANCES AND ARBITRATION

8.1 A grievance is defined to be any difference or complaint based upon an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency, where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by the Agreement.

8.2 Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Union provided the Union is given the opportunity to be present at such adjustment.

8.3 Procedure:

A. Step 1. An employee having a grievance shall first present the grievance in writing, on form provided by the District, to his/her immediate supervisor within ten (10) days after the occurrence of the alleged violation of the contract. The grievance shall state the facts giving rise to the grievance, the date the grievance occurred, the articles and sections of the contract alleged to be violated, and shall be signed by the employee and/or Local Union president.

Within ten (10) days following receipt of the grievance, the supervisor shall mail or deliver to the employee a written answer.

B. Step 2. If the employee is not satisfied with the supervisor's written answer or if no answer was given by the supervisor within the time limit, the employee may appeal the grievance to the Superintendent of Schools by filing the grievance with the Superintendent's office within five (5) days following receipt of the supervisor's answer, or if no answer is given, within five (5) days from the date the answer should have been given.

Within ten (10) days, the Superintendent or a designee shall meet with the Union at its request to discuss the grievance and the Superintendent or a designee shall answer the grievance within ten (10) days following the meeting or the receipt of the grievance, whichever is later, by mailing or delivering the answer to the employee.

C. If the grievance is not resolved in Step 2 and the grievance involves an alleged violation of a specific Article and Section of this Agreement, then the Union may submit the grievance to arbitration by filing a Demand for Arbitration, with a copy to the Assistant Superintendent, with the American Arbitration Association within thirty (30) days after the decision is rendered in Step 2, or if no answer was given, within thirty (30) days following when the answer was due. The Demand for Arbitration shall be signed by the Union, shall specify the Articles and Sections of the Agreement alleged to be violated by appropriate reference, shall specify the relief requested and shall in all other respects be in compliance with the rules of the American Arbitration Association.

ARTICLE 8. GRIEVANCES AND ARBITRATION (Continued)

The arbitrator shall be selected, the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine the decision to the sole question of whether or not there has been a violation of this contract. The arbitrator shall have no power to alter, add to or subtract from the terms of this contract.

- 8.4 There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth in this Article. It shall be final and binding upon the Union, its members, the employee involved and the Employer.
- 8.5 In the event of a discharge or a suspension of a non- probationary employee, a grievance may be initiated at Step 2 of the grievance procedure by the employee filing a grievance with the Superintendent's office within five (5) days of the discharge or suspension. Thereafter Step 2 and all other steps of the grievance procedure shall apply.
- 8.6 Any grievance not timely filed or presented, and any grievance not advanced to the next step by the employee and/or Union within the applicable time limit, shall be deemed abandoned, shall not thereafter be processed or be grievable, and shall be considered settled on the basis of the last answer of the Employer. Time limits may be extended by the Employer and the Union, in writing, and the new date shall prevail.
- 8.7 Any agreement reached between the Employer and the Union is binding on all employees affected, and cannot be changed by an individual.
- 8.8 Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed. Provided, however, this provision shall not be applicable during any mutual written extension of the collective bargaining agreement.
- 8.9 Except in the case of payroll error, the Employer shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any other source during the period of back pay.
- 8.10 No grievance shall be filed or processed further by an employee or the Union after the effective date of the aggrieved employee's resignation.
- 8.11 No more than one such grievance or dispute may be submitted in an arbitration proceeding at one time, except by mutual written agreement by the parties.

ARTICLE 9. PROBATION AND SENIORITY

- 9.1 All the employees hired in a department shall be considered as probationary employees for the six months of calendar days and there shall be no seniority among probationary employees. On the sixty-first (61st) calendar day the probationary employee shall receive fringe benefits as listed in the Collective Bargaining Agreement as per department.
- 9.2 The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment. However, during the probationary period, the employer shall have the sole right to discharge, discipline, transfer, demote or layoff employees for any reason, except for Union activity, without regard to provisions of this Agreement and no grievance shall arise therefrom.
- 9.3 Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force and there shall be no requirement for the employer to rehire. In the event they are rehired at a later date, they shall then be treated as a new employee.
- 9.4 For all purposes of this Agreement, departmental seniority shall apply and shall be determined as follows:
- A. After successful completion of the probationary period in that department, a departmental seniority date shall revert back to the first day of regular employment. In the event more than one employee has the same seniority date in that department, the Union shall conduct a drawing among the affected individuals to determine the correct position on the seniority list.
- 9.5 In September and March of each fiscal school year, the employer will provide the Local Union president a seniority list showing the names, job title, and seniority date of seniority employees. The most recent list submitted to the Union president shall be conclusive as to the seniority date and department seniority date of a listed employee unless the Union notified the personnel office, in writing, within 15 calendar days after receipt of the lists that a particular employee's seniority date is not listed accurately.

ARTICLE 10. LOSS OF SENIORITY

- 10.1 An employee shall be terminated and lose his/her seniority rights if he/she:
- A. Quits;
 - B. Is a probationary employee and is discharged;
 - C. Is an employee and is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
 - D. Is laid off for the length of his/her seniority, not to exceed his/her seniority.
 - E. Fails to return to work when recalled from layoff as set forth in the recall procedure;
 - F. Fails to notify the Employer of his/her acceptance, in writing, by certified mail, return receipt requested, within ten (10) days after notice of recall;
 - G. Is absent for more than two (2) consecutive working days without a valid reason for the absence;
 - H. Is absent for more than two (2) consecutive working days without notice to the Employer in accordance with the provisions of Article XXV.5 of this Agreement;
 - I. Fails to return from an authorized leave of absence, vacation or sick leave at the designated time unless the designated time has been mutually extended, in writing, by the employee and the Employer;
 - J. Is absent for three (3) or more days in a calendar month without notice to the Employer in accordance with the call-in procedure set forth in Article XXV.5 of this Agreement.
- 10.2 If an employee is terminated pursuant to E, F, or G above, but there are extenuating circumstances, then the matter shall be considered in a special conference pursuant to Article V, but the decision of the Superintendent of Schools or his/her designee regarding the termination shall be final.
- 10.3 It shall be the responsibility of each employee to notify the employer of any change of address or telephone number. The employee's address and telephone number as it appears on the employer's records shall be conclusive when used in connection with the layoffs, recall, or other notices to employees.

ARTICLE 10. LOSS OF SENIORITY (Continued)

10.4 A. Transfer - Bargaining Unit Seniority - Out of Unit

An employee who is voluntarily transferred to a job outside the bargaining unit shall have his/her departmental seniority frozen. This clause shall not be construed to limit the Employer's right to terminate the employee for any reason while assigned to a job outside the bargaining unit, and without the consent of the Employer, the employee shall have no right to return to the bargaining unit or to process any grievance under the grievance procedure. Provided, however, when the employee returns to the bargaining unit, then the employee may exercise his/her frozen seniority to bump the lowest departmental seniority employee in his/her previous department. Provided, however, this right of return shall not be applicable if the probationary employee was discharged and the discharge would have been for cause had the employee been a seniority employee.

B. Transfer - Bargaining Unit Seniority - Within Unit

If an employee is transferred from a department and is employed in another department in the bargaining unit, the employee's seniority in the department he/she was transferred from shall be frozen.

In the event an employee is laid off from the new department, or is terminated during the probationary period in that department, then the employee may exercise his/her frozen seniority to bump the lowest departmental seniority employee in his/her previous department. Provided, however, this right of return shall not be applicable if the probationary employee was discharged and the discharge would have been for cause had the employee been a seniority employee.

C. Frozen seniority, for purposes of 10.4 only, shall mean that the employee's departmental seniority date shall be moved forward for each day the employee remained transferred outside his/her original department.

ARTICLE 11. LAYOFF AND RECALL

- 11.1 Employees to be laid off for an indefinite period of time from their respective department will have at least thirty (30) calendar days notice of layoff. The Local Union secretary shall receive a list from the employer of the employees being laid off on the same date notices are issued to the employees. Vacation days may be used if the employee desires.
- 11.2 Employees to be laid off for a definite period of time, because of emergencies or unusual conditions will be given forty-eight (48) hours notice prior to the layoff. The length of layoff will be told the employees. Vacation days and personal business days may be used if the employee desires.
- 11.3 In the event of a layoff, the following procedures will be followed:
- A. Employees will be laid off in the custodian/maintenance department in the following manner:
1. Probationary employees within the department will be laid off first.
 2. Temporary on loan employees will be laid off before a seniority employee within the custodial/maintenance department.
 3. The employee with the lowest departmental seniority within the classification being reduced will be declared surplus.
 4. The seniority employee declared surplus and removed from a classification as a result of a layoff shall apply his/her departmental seniority to bump to a position which his/her departmental seniority entitles him/her, providing he/she has the qualifications and can perform the required services.
 5. If an employee cannot bump under paragraph 3 above, he/she shall be laid off.
 6. An employee displaced for any reason from his/her position, e.g., head man, grounds/utility, custodial by a reduction in work force, shall, for a period of two years, retain a right to reinstatement to such position in the event that such position has been restored during that time. If the position has not been restored within the two-year period, such job shall be posted and bid upon as a vacancy.

ARTICLE 11. LAYOFF AND RECALL (Continued)

- B. Employees will be laid off in the Transportation Department in the following manner:
1. Probationary employees within the affected classification in the department will be laid off first.
 2. Seniority employees within the affected classification in the department will be laid off next, starting with the employee with the least Departmental seniority in the classification affected.
 3. A seniority bus driver laid off from his/her classification may bump an aide who has less departmental seniority.

ARTICLE 11. LAYOFF AND RECALL (Continued)

C. Employees will be laid off in the Food Service Department in the following manner:

1. Probationary employees within the department will be laid off first.
2. A seniority employee who is displaced from his/her own classification may exercise his/her seniority to displace the least senior employee with the most hours in another equal or lower rated classification within the department. Provided he/she is qualified and capable of performing the work of the employee he/she is displacing:

Food Delivery
Assistant Manager
Elementary Manager
Cook
Kitchen Helper / Cashier

11.4 When the work force is increased within a department after a layoff, employees will be recalled to the classifications laid off from in accordance with their departmental seniority, starting with the most senior first. Notice of recall shall be sent to the employee at the last-known address by registered or certified mail. If an employee fails to respond to notice of recall within ten (10) days from date of mailing of notice, the employee shall be considered to have resigned. Extensions may be granted by the employer in proper cases.

11.5 It is understood that a temporary suspension of operations due to such things as a labor dispute, governmental order, civil disorder, or other conditions beyond the control of the employer (including such things as fire, flood, power failure), shall not be considered a layoff for purposes of this article and adjustments to the work force may be made without regard to the above provisions. Provided however, if a temporary suspension is in excess of five (5) consecutive workdays, then the layoff provisions of paragraphs 1 through 5 above shall be applicable.

The School District agrees to meet with the Union to discuss its plans should there be a temporary suspension of operation under this paragraph, for example, the Asher semester break.

11.6 In the event of a job elimination in Food Service, the person who held the 'eliminated' position shall have the right to return to that job if it is epos5ed within a two-year period (whether the title has changed or not), and shall be restored to their previous rate of pay and benefits and any additional increases.

ARTICLE 12. VACANCIES

12.1 When the Superintendent of Schools or his/her designee declares a vacancy in the bargaining unit, the Local Union president will be notified and a notice of the job vacancy will be posted on the employee bulletin board, in each department, for five (5) workdays. The notice shall set forth a description of the job, the qualifications for the job, the hours and shift, location, zone and rate of compensation. Present employees in the department where the vacancy exists and who possess the ability and qualifications of the job, shall bid on such vacancy during the five (5) workdays the notice is posted and no bid made after the expiration of the five (5) workdays will be considered in filling the vacancy.

If a position is vacant due to a death, retirement, quit, discharge, promotion, or transfer, but is not declared vacant by the School District, the Union shall be notified and upon the Union's request, a conference will be held with the Superintendent or his/her designee to discuss the filling of the vacancy; but, the decision of the Superintendent or his/her designee shall be final.

When ability and qualifications are equal among the applicants, the following procedure shall apply:

- A. The vacancy shall first be filled by the highest departmental seniority employee with the ability and qualifications bidding within the same department as the vacancy.
- B. If the vacancy is not filled pursuant to Section I above, then the District hire an employee from another department or a new employee.

Any employee selected pursuant to sub-paragraph 12.1 A. above shall be given a trial period not to exceed sixty (60) working days to determine if he/she is capable of performing the work. During a trial period, the School District only may disqualify the employee at any time and no grievance shall arise; but, the employee shall be allowed to return to his/her original classification. During the trial period, employees will receive the rate of pay of the job they are performing. At any time during the first ten (10) days of the trial period, the employee may voluntarily return to his/her previous position. A conference will be held at the employee's request to discuss the disqualification and a written description of the reason for the disqualification. Any employee selected pursuant to sub-paragraph 12.1 B. above shall be deemed to be in a period of probation as provided for in Article 9.1 and the provisions of Article 9.2 shall be applicable.

The provisions set forth above shall not apply in the event an employee on layoff is recalled to a vacancy within his/her classification.

ARTICLE 12. VACANCIES (Continued)

12.2 In order to avoid multiple postings, at the time of any posting pursuant to paragraph 12.1 above, all employees desiring to transfer to different classifications, shifts, or buildings within their same department must submit their request in writing to the Director of Buildings and Grounds within the five (5) workdays of the posting of the original vacancy. If filling the original vacancy pursuant to 12.1 above creates another vacancy in the same department, then that vacancy and all subsequent vacancies in that department shall be filled as follows:

- A. When ability and qualifications are equal among the applicants desiring to transfer, then the vacancy shall first be filled by the highest departmental seniority employee with the ability and qualifications who has made a timely application for transfer.
- B. If the vacancy is not filled pursuant to Section I above, then the District may hire an employee from another department or a new employee. When qualifications are equal among applicants, the union applicant will be awarded the position. When it is determined that a union applicant is not qualified, the district will indicate the reason why, in writing.

Any employee selected pursuant to 12.2 A. above shall be given a trial period not to exceed thirty (30) working days to determine if he/she is capable of performing the work. There shall be no trial period for employees moving to a different position in the same classification.

During a trial period, the School District only may disqualify the employee at any time and no grievance shall arise, but the employee shall be allowed to return to his/her original classification. During the trial period, employees will receive the rate of pay of the job they are performing. At any time during the first ten (10) working days of the trial period, the employee may voluntarily return to his/her previous position. A conference will be held at the employee's request to discuss the disqualification.

An employee selected pursuant to sub-paragraph 12.2 B. above shall be deemed to be in a period of probation as provided for in Article 9.1 and the provisions of Article 9.2 shall be applicable.

12.3 The president shall receive copies of all transfers, new jobs, discipline, etc.

12.4 If an employee has already qualified for benefits by working in another department, he/she shall continue to receive at least those benefits during a probationary period in the new classification.

ARTICLE 13. SICK AND DISABILITY LEAVES

- 13.1 The Union recognizes the importance and necessity of attendance to the School District. The District has the right to investigate the pattern and/or excessive absenteeism which shall result in disciplinary action. Further the Board may request and require reasonable proof of either an employee's ability or inability to return to work.

Disciplinary action will be progressive for just and proper cause. Prior to issuing said action, each case will be reviewed based upon its own merit. Further, the Board may request and require reasonable proof of either an employee's ability or inability to return to work.

Regular seniority employees shall earn and be credited with paid sick days based on one (1) day per month of employment with any unused sick days accumulative in the employee's sick day bank to 250 days in 2005/2006.

However, at the beginning of the fiscal year, seniority employees are credited in advance with five (5) sick days and again on January 1st of each year, seniority employees are credited in advance with an additional five (5) or seven (7) sick days depending on school year worked. A seniority employee shall not be advanced sick days unless he/she signs a wage deduction authorization form allowing the School District to deduct from his/her wages, upon termination of employment, payment for advanced sick days which have been taken but not earned.

- 13.2 A paid sick day shall be determined by multiplying the employee's hourly rate times the employee's normally scheduled hour of work on that day of absence (i.e., excluding all hours which are scheduled on the day of the absence but which are beyond the normally scheduled hours).

- 13.3 Paid sick days will be granted for personal illness, injury or disability and for illness in the immediate family/step-immediate family. Immediate family/step-immediate family is defined as mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents or dependent member of the employee's immediate household.

A quarantine declared by the County or State Health Department for contagious disease which may endanger the health of pupils and employees will not be deducted from sick leave.

- 13.4 Any seniority employee whose personal illness or disability extends beyond the period compensated under .1 above shall be granted a health leave, upon written request, and a physician's recommendation, for the time period necessary for the employee to recover from the illness or disability, but in no event shall the leave extend beyond a maximum of one (1) year without the approval of the Board of Education, or its designee. Any health leave granted under this section shall be without pay, fringe benefits (except as may otherwise be provided for in the Appendices, or sick day accrual, but seniority shall continue to accrue).

ARTICLE 13. SICK AND DISABILITY LEAVES (Continued)

- 13.5 The following long-term leaves of absence shall be granted without pay or fringe benefits except as provided by the Family Leave and Medical Act (FLMA) according to the provisions set forth below:
- A. A family care leave of absence to care for a sick husband/wife, son/daughter, provided the employee has submitted written medical documentation by the attending physician that the leave is consistent with provisions under FLMA, for one (1) full semester, one (1) full school year, or the balance of a school year/ semester.
 - B. A child care leave of absence to care for an employee's newborn child, or newly adopted child, provided the employee has submitted a written request for the leave sixty (60) calendar days prior to the date of expected birth or, in the case of adoption, as soon as possible, and the leave is consistent with provisions of FLMA, for one (1) full semester, one (1) full school year, or the balance of a school year/semester. If an employee's leave of absence is for one (1) full school year, or the balance of a school year, then an additional one (1) full school year will be granted if requested in the original application form.
- 13.6 The Superintendent, or his/her designee, may, at any time during the leave, require an employee to submit from his/her physician pertinent medical records and, at the District's expense, to be examined by a District-appointed physician, psychologist or other professional to determine if the employee is disabled, mentally or physically, or ill to the extent he/she is unable to perform his/her normal daily duties and functions. The Superintendent or his/her designee may periodically require the employee, at the employee's expense, to submit a physician's statement verifying the continued medical necessity for the employee's absence.
- 13.7 Any leave connected with illness must be substantiated by a physician's statement. An employee returning to work after a medical leave (physical or mental) shall present a written statement from a physician attesting to the employee's ability to perform his/her work. The School District reserves the right to have an independent examination by a District-appointed physician, psychologist, or other professional for clearance before permitting an employee to return to work. The cost of this checkup will be borne by the School District.
- 13.8 Employees will be paid 1/3 of accumulated sick leave days upon their retirement, 1/2 upon death and 1/4 on quitting. Retirement shall be defined to mean an employee who is eligible to commence receiving and submits documentation that he/she will actually receive pension benefits from the Michigan School Employees Retirement Fund within thirty (30) days following termination of employment.

ARTICLE 13. SICK AND DISABILITY LEAVES (Continued)

- 13.9 An employee who is absent for five (5) consecutive work days may be required to submit a physician's statement, at the employee's expense, verifying the illness or disability. The School District may require additional medical statements, at the employee's expense, on a monthly basis. Before returning to work, an employee shall be required to submit a physician's statement, at the employee's expense, certifying the employee's ability to return to his/her normal duties.
- 13.10 Upon notice to the Union, the School District may require an employee to be examined by a District-appointed hospital, physician, or other trained professional, to determine if the employee is disabled or ill. The School District will utilize either Henry Ford Hospital, U. of M. Hospital, St. Joseph Hospital of Ann Arbor, Harper-Grace Hospital, Wyandotte General Hospital, and physicians and professionals associated or admitted to practice in these hospitals; or hospitals, physicians and professionals of like quality and reputation.

In addition to the employee authorizing such examinations as the physician or professional deems necessary, the employee shall permit any School District-appointed physician or professional to secure copies of his/her pertinent medical records.

If the employee is placed on an involuntary medical leave of absence, or if an involuntary medical leave of absence is being considered by the School District, and the employee and Union dispute the medical evidence, the School District and Union shall jointly agree upon a hospital, physician, or other trained professional to conduct further examinations. The cost of the neutral hospital/professional shall be shared equally by the School District and the Union.

CALL OFF PROCEDURE: When an employee is unable to be at work on a day that he/she is scheduled, he/she shall contact the person previously designated by the Personnel Office as soon as possible, but in any event, one hour prior to his/her starting time and set forth the reasons for his/her absence. In the event the employee knows that he/she will not be able to return to work his/her next scheduled day, he/she shall report this fact to his/her supervisor before 2:00 p.m. of the day of his/her absence. Failure to follow the above referenced call-in procedure shall mean that the absence shall be unauthorized and the employee shall not be paid for that day.

ARTICLE 14. PERSONAL BUSINESS LEAVES

- 14.1 Personal business leave of three (3) days each year without loss of pay or deducted from sick leave shall be granted in cases where such business cannot be conducted after work hours or on weekends. Personnel requesting business days shall give adequate notice together with a reason for the time off. Unused days will be converted to sick days. Personal business days shall not be used to extend a scheduled break unless there are extenuating circumstances.

ARTICLE 15. JURY DUTY

- 15.1 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 a seniority employee is summoned and reports for jury duty, the seniority employee shall be paid the difference between the amount received as a juror and the normal week's pay; provided the seniority employee is available for work within the 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: Monday in Federal Court; Friday in Circuit Court. 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 the employee sits on such jury or panel.
- 15.2 To be eligible for jury duty pay differential, the seniority employee must furnish the Employer with a written statement from the appropriate public official, listing the dates the employee received pay for jury duty.

ARTICLE 16. LEAVE FOR UNION BUSINESS

- 16.1 Members of the Union elected as a delegate to attend the biannual international Union Convention shall be allowed time off without loss of time or pay to attend such convention. The length of time shall not exceed one week.
- 16.2 Up to five days personal leave, without pay, will be granted to Union officers for Union business upon receipt of a maximum of one (1) week's notice to the personnel office.
- 16.3 To an employee elected to a full-time public office or as an officer of the Southgate Labor Support Staff MEA/NEA provided he/she has requested the leave in writing the year the leave is to commence and the leave is for one (1) term of the office.

ARTICLE 17. FUNERAL LEAVE

- 17.1 Any employee shall be allowed five (5) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family/step-immediate family. Immediate family/step-immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild or a dependent member of the employee's household. An employee shall be allowed one leave day in the event of a death of a relative, who is not a member of the immediate family, for the exclusive purpose of attending the funeral. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. Exceptions will be allowed for extenuating circumstances. The Local Union President, or representative, shall be allowed one (1) funeral day in the event of a death of a member of the Union, who is a member of the District, for the exclusive purpose of attending the funeral. Exceptions will be allowed for extenuating circumstances.

ARTICLE 18. VETERANS - CALL UP

- 18.1 The School District agrees to follow applicable Federal and State statutes regarding Veteran reemployment and leave rights but an alleged violation of this Article may only be processed through Step 3 of the grievance procedure. Any further appeal shall be filed with the Federal or State Agency.
- 18.2 Any employee who once had achieved seniority and is reinstated in accordance with applicable veteran reemployment statutes will be granted, upon written request, a one year educational leave of absence to attend school full-time under applicable Federal Laws in effect on the date of this Agreement. The request for the educational leave must be made by the employee within 180 calendar days of reemployment and any leave granted shall be without pay or fringe benefits.
- 18.3 Seniority employees called up to "emergency duty" in the Armed Forces Reserves or the National Guard will be paid the difference between their reserve pay and their regular pay, not to exceed a 30 calendar-day period, provided proof of service and pay is submitted.

ARTICLE 19. OTHER LEAVES

19.1 Upon written application to the Superintendent of Schools, or his/her designee, leaves of absence without pay or fringe benefits may be granted without loss of seniority.

- A. Serving in any elected or appointed position (Public or Union);
- B. Serving in an appointed position with the Council or International Union;
- C. Prolonged illness in the immediate family.

19.2 A short term leave of absence with pay, not chargeable against the employee, shall be granted in the case of a Court appearance as a nonparty subpoenaed witness or as a party defendant when the lawsuit is incident to the employee's employment provided, however, that the District shall only be obligated to pay an amount equal to the difference between the employee's pay on a daily basis and any witness fee paid. When an employee receives a witness fee under this Section, he/she shall endorse the check over to the District and receive the regular paycheck.

Court appearances that result from the Union and/or employee filing an action against the School District and/or Board of Education, and court appearances as a party defendant when the employee is found or pleads guilty/no contest, or when the employee is found liable for intentional tortuous conduct (e.g., assault and battery), shall be excluded from coverage under this Section; but the employee may use personal business days.

ARTICLE 20. RATES FOR NEW JOBS

20.1 Five (5) days or more prior to establishing a new classification, the District will notify the Union of the classification and rate of pay. In the event of a dispute, the District will pay the rate as posted and will continue to negotiate.

ARTICLE 21. WORKERS' COMPENSATION

- 21.1 An employee who is injured on the job which is compensatory under workers' compensation shall not be entitled to wages, sick days or sick accrual, paid holidays, paid vacation or vacation accrual, or other forms of compensation which may be provided for in this Agreement, but shall be paid in accordance with the State of Michigan Workers' Disability Compensation Act. An employee's entitlement to and the Employer's obligation to pay workers' compensation shall not be subject to the grievance procedure.
- 21.2 Sick leave will be used for on-the-job injury not covered by compensation. If compensation later covers on-the-job injury, the sick days will be returned to the employee's accumulation.
- 21.3 All employees must file an injury report at the time of its occurrence. In cases of severe accident, a fellow employee may fill out the required form. All injuries that require first aid or medical attention must be taken care of immediately by reporting to the emergency room of the designated hospital. Backdated injury reports will not be accepted except in cases of severe injury requiring hospitalization.
- 21.4 Employees injured on the job shall be paid in accordance with the State of Michigan Workers' Compensation Act.

In addition, employees injured and off work:

- 0 - 7 days, sick days are used;
- 7 - 14 days, reimbursement for sick days;
- Over 14, all sick days back to first day are reimbursed.

ARTICLE 22. BOARD RIGHTS

- 22.1 All management rights and functions, except those which are clearly and expressly abridged by this Agreement or any supplement to this Agreement, shall remain vested in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to management of the School District, establishment and enforcement of working rules, the assignment of work to employees, the right to hire, promote, discharge, discipline, layoff, and recall employees and to maintain discipline and efficiency, the scheduling of hours and shifts, the determination of the number and kinds of classifications to be established, or continued, the number of employees in such classifications and the work to be performed within the classification. It is understood and agreed that none of the above shall be exercised contrary to specific provisions of this Agreement.

ARTICLE 23. NO STRIKE - NO LOCK OUT

- 23.1 During the term of this Agreement, the Union will not cause or permit its members to cause nor will any employee of the bargaining unit take part in any work stoppage, strike, sympathy strike, slowdown, picketing, refusal to do assigned work or other interruptions of the work of the Employer.
- 23.2 The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages of any kind by notifying the Employee that it disavows these acts.
- 23.3 The School District agrees that during the life of this Agreement it will not lock out any of its employees.
- 23.4 Any employee or employees who engage in any such prohibited conduct under this Article shall be subject to discipline or discharge. The issue whether an employee has violated this Article may be grieved to arbitration; but, if the Arbitrator finds that there was a violation, then the Arbitrator shall have no authority to alter, amend, or reduce the disciplinary action or discharge.

ARTICLE 24. TEMPORARY ASSIGNMENT

- 24.1 If an employee is temporarily assigned work outside his/her regular classification for (2) two hours or less, then he/she shall be paid the rate of pay for his/her regular classification. If he/she spends more than two (2) hours performing work outside his/her regular classification, then he/she shall be paid from the first hour worked, the rate of pay for the temporary classification or his/her regular classification, whichever is higher, until he/she returns to his/her regular classification.

ARTICLE 25. MISCELLANEOUS PROVISIONS

- 25.1 Nothing contained herein shall be contrary to the Laws of the State of Michigan or the Laws of the United States of America. Any portion or article of this Agreement that is found to be contrary to law, including PA112, shall be deemed null and void for that particular portion or article only and shall not affect the remaining portions of this Agreement. If any portion is found to be contrary to statute, the parties to this Agreement shall convene to renegotiate that portion of this Agreement.
- 25.2 This Agreement supersedes and cancels all previous agreements between the parties, verbal or written, or based on alleged policies or practices.
- 25.3 The parties acknowledge that during the negotiations of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Union, for the life of this Agreement, each voluntarily and unequivocally, waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Provided, however, by mutual agreement of the parties, this Agreement may be reopened for negotiations, but any amendment or supplemental agreement shall not be binding unless executed in writing and ratified by both parties.
- 25.4 The use of words referring to the male gender in any article and/or section of this Agreement shall likewise be read to include the female gender.
- 25.5 The District shall comply with the Americans with Disabilities Act. Unless specifically set forth within the ADA regulations, employee(s) covered by this contract shall be entitled to all rights and benefits as contained within.

ARTICLE 26. EFFECTIVE DATE, MODIFICATION OR TERMINATION AND NEGOTIATIONS

- 26.1 This Agreement shall become effective upon ratification by both parties and shall continue in full force and effect up to and including June 30, 2005.
- 26.2 This Agreement shall continue in effect for successive yearly periods after June 30, 2005, unless notice is given, in writing, by either the Union or the Employer to the other party at least one hundred and eighty (180) days prior to June 30, 2005 or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendments or termination as such notice may indicate, on June 30, 2005 or the subsequent anniversary date, as the case may be. In the event that one of the parties gives the one hundred and eighty (180) days notice to modify or amend, and the other party has not given notice to terminate, as set forth above, then the terms and provisions of the Agreement shall remain in full force and effect. Provided, however, either party may give subsequent notice to terminate on or after June 30, 2005 or the subsequent anniversary date, as the case may be, by giving the other party a ten (10) day notice in writing.
- 26.3 In the event either party gives at least a one hundred and eighty (180) day notice prior to June 30, 2005 to modify, amend or terminate this Agreement, then negotiations shall commence regarding successor agreement later than March 1, 2005.
- 26.4 The School District and the Union shall abide by the Americans with Disability Act, and the employer has the right to take those actions necessary to comply with the ADA.
- 26.5 As required by law, members of the union shall, once every three (3) years, provide evidence of freedom of Tuberculosis.
- 26.6 Bargaining unit members shall not smoke on school property.

ARTICLE 27. TEMPORARY ON LOAN

27.1 Prior to implementing Temporary on Loan procedure, laid off custodial employees shall be offered the opportunity to fill the position.

A pool of temporary employees from cafeteria and transportation will be used by seniority on a rotating basis for the duration of the absence for eight-hour shift.

This temporary custodial position may be used after five (5) days of absence only for afternoon and midnight shift building custodians.

The Union and management will decide who will be working each position prior to the opening. The Union will maintain the list. The District will utilize a maximum of two people from each department.

Custodial department will be offered overtime for the first five (5) days prior to implementing this process.

Holiday, sick and personal pay is for the days and rate of your home department, using the hours of the temporary on loan position.

Rate of pay - Tier III

27.2 Temporary on loan may be used after custodial department is offered first five days at overtime rate of pay.

After five days the position may be filled by a temp on loan for a maximum period of 60 working days.

After the sixty (60) working day period, a new hire will fill the position on a temporary basis.

When person returns to work, they will be guaranteed the same position (zone) as they had. Transportation employees will return to their bid position.

Transportation Employees - Drivers and aides need to be available to drive on days needed to cover absences. The temporary on loan employee will be assigned a miscellaneous bus run for that day. The driver/aide will be guaranteed eight (8) hours of work, for that day, within the transportation and custodian departments - at the custodian (Tier III) rate of pay. The temp on loan employee will contact the transportation department each morning for assignment.

ARTICLE 28. EDUCATIONAL REIMBURSEMENT

28.1 **Employee Eligibility:** Full-time employees who have been with the District for at least one continuous year, with allowance for approved leave of absence, shall be eligible to receive tuition reimbursement for one course per semester up to a maximum of \$250.

28.2 **Application for Reimbursement:** Application for tuition reimbursement shall be made in writing by no later than ninety (90) days following the completion of the semester enrolled in. Such requests shall be submitted on a Reimbursement Request Form.

The maximum lifetime benefit a bargaining unit member may receive under this section is \$5,000.

Tuition reimbursement shall be available for courses not available through Adult and Community Education programs. Employees will take pre-approved classes to help upgrade the skills in performing their job function.

ARTICLE 29. SECTION 125 PLAN

The district shall provide to bargaining unit members a qualified plan under section 125 of the internal revenue code that includes the following:

- A. Cash option plan to all qualified employees (for cash in lieu of health insurance)
- B. Medical spending account (for medical costs not covered by insurance)
- C. Dependent care reimbursement
- D. Premium contribution plan (for those who pay a part of their health or other premiums)

Bargaining unit members selecting any of these benefits shall do so through a salary/wage reduction agreement.

This shall become effective January 1, 2005.

ARTICLE 30 DISCIPLINE, DISCHARGE AND JUST CAUSE

No bargaining unit member shall be disciplined without just cause. Written reprimands, two (2) years old or more, will not be used against an employee, and will be destroyed. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges. Any such discipline, including adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed. Before issuing a reprimand about an employees job performance or inspection of work area, a union officer of effected department along with the Director of Foreman shall inspect area in question.

Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the Director of the Department taking the action. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Any issue that leads to a written discipline and is not called to the attention of the bargaining unit member within ten (10) work days may not be used in any disciplinary action against the bargaining unit member.

Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit members' personnel file, together with a copy of the written disciplinary action issued by the Director of the Department and/or Board.

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

- A. Verbal warning by appropriate Director of the Department.
- B. Written warning by appropriate Director of the Department.
- C. Written reprimand by appropriate Director of the Department.
- D. Suspension with pay pending a Just Cause hearing.
- E. Suspension without pay.
- F. Dismissal for just cause only.

LETTER OF AGREEMENT

BETWEEN THE

SOUTHGATE LABOR SUPPORT STAFF MEA/NEA

- and -

THE SOUTHGATE COMMUNITY SCHOOL DISTRICT

In the spirit of cooperation and at the request of the District, the Union and the Employer do hereby agree to the following:

1. The use of substitutes shall be for a period of one (1) year or the expiration of the existing contract, whichever comes first.
2. The Union and the Employer agree to meet, review and discuss any adjustments needed at the end of this time frame.
3. Substitutes shall be used for day-to-day call-in absences of full-time employees assigned to the custodial/cleaning staff on the afternoon and midnight shift.
4. The use of substitutes shall not be in violation of any article or section of this contract or used to erode bargaining unit work.

This memo shall not set a precedent for now or any other situation in the future.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

<hr/>	<hr/>
Its President	Its Superintendent
<hr/>	
Its Vice-President	
<hr/>	
Date	Date

LETTER OF AGREEMENT

BETWEEN THE

SOUTHGATE LABOR SUPPORT STAFF MEA/NEA

- and -

THE SOUTHGATE COMMUNITY SCHOOL DISTRICT

January 25, 2000

Management agrees that no substitute will work more than eight hours in one day or forty (40) hours in one week. Substitutes will only be used for personal illness, family illness, personal business, and vacations.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

<hr/>	<hr/>
Its President	Its Superintendent
<hr/>	
Its Vice-President	
Date	Date

WAGE STRUCTURE

LETTER OF AGREEMENT

1% retro pay for 2005/2006 if Fund Balance on June 30, 2006, is greater than or equal to \$250,000.

If enrollment increases by 50 or more students (September 2005 to September 2006) a 1% increase will be granted for '06 - '07.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

(signed) Linda Leroux
Its President

(signed) Dave Peden
Its Superintendent

(signed) Madonna Farnsworth
Its Vice President

June 6, 2006
Date

June 6, 2006
Date

CUSTODIAN/MAINTENANCE DEPARTMENT

ARTICLE 41. CLASSIFICATIONS

41.1 The following separate classifications shall be established:

- A. Maintenance Leader
- B. Maintenance
- C. Vehicle Compound
- D. Grounds/Utility
- E. Head Building Custodian in the Senior High and Middle Schools
- F. Head Building Custodian - Elementary
- H. Warehouse
- I. Custodians and Messenger

41.2 After successful completion of the probationary period in the custodial maintenance department, a departmental seniority date shall revert back to the first day of regular employment. (This provision shall take effect upon ratification by the parties of this agreement - February 4, 2000)

ARTICLE 42. HOSPITALIZATION, DENTAL, LIFE & LTD INSURANCE

42.1 For seniority employees, the School District agrees to pay the cost for a health care benefit that will assure coverage for the employee and dependent family members. The BCBS Community Blue PPO Plan I will be made available beginning the month of July 2006 and a Drug Program with a \$5 generic, \$5 no generic available and \$10 brand name with generic available co-pays.

42.2 In order to avoid double hospitalization coverage, employees will be required to certify, in writing to the Business Office at the time of enrollment, that they are not covered by another insurance carrier under a spouse, parent's or guardian's insurance plan (employees who become covered subsequent to their enrollment shall notify the Business Office of this fact). Those employees who are covered under a separate insurance plan, providing at least substantially the equivalent benefits as the School District's plan, shall be required to sign a waiver of entitlement to hospitalization.

42.3 During the term of this Agreement, the School District shall have the right to change the hospitalization carrier as long as the new carrier policy provides equal or better benefits as set forth in Article 42.1 above and the Union has been notified.

ARTICLE 42. HOSPITALIZATION, DENTAL, LIFE & LTD INSURANCE (Continued)

42.4 LIFE INSURANCE

The School District will select an insurance carrier and pay premiums to provide thirty-five thousand dollars (\$35,000) of term life insurance for a full-time custodial/maintenance staff. The insurance shall provide double indemnity protection in the event of accidental death.

42.5 DENTAL INSURANCE

The School District will select an insurance carrier and pay the premiums to provide a dental insurance policy which contains, among other provisions, the following:

- A. 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit \$1,000 per person per year). Exclusions are:
 - 1. Oral Hygiene Instruction
 - 2. Experimental Treatment
 - 3. Dietary Planning
 - 4. Cosmetics

- B. 80% of Prosthetic Services to be paid by the carrier. Exclusions are:
 - 1. Lost, misplaced or stolen prosthetics
 - 2. Additional costs for gold.

- C. 60% of Orthodontic. Maximum benefit \$1000.00 per person per lifetime.

42.6 OPTICAL INSURANCE

The School District will select an insurance carrier and pay the premiums to provide a vision care policy which contains, among other provisions, the following:

A.	Examination	\$ 35.00
B.	Regular lenses	56.00 per pair
C.	Bifocal lenses	90.00 per pair
D.	Trifocal lenses	110.00 per pair
E.	Frames	55.00
F.	Contact lenses	115.00 per pair
	(If medically required)	200.00 per pair

ARTICLE 42. HOSPITALIZATION, DENTAL, LIFE & LTD INSURANCE (Continued)

42.7 L.T.D. INSURANCE - LONG TERM DISABILITY

The District will select an insurance carrier and pay \$10.00 per month per full time seniority employee toward the premiums to provide a LTD policy which contains, among other things, the following:

- A. 60% of salary;
- B. Benefit through age 65;
- C. 90-Day waiting period;
- D. Covers illness and injury.

All subject to the policy issued by the insurance company. This plan is optional.

42.8 The benefits provided for in Sections Article 42.1, 42.4, 42.5 42.6 and 42.7 above shall be subject to the terms and conditions specified in the School District's group insurance policy.

42.9 The employee may elect to waive the coverage provided in 42.1 above and receive one thousand two hundred dollars (\$1,200) per year. The benefit shall only be available to an employee who has or can obtain medical coverage from another source other than the Southgate Community School District.

The employee may elect to waive the coverage provided in 42.6 and 42.7 above and receive two hundred dollars (\$200) per year. The benefit shall only be available to an employee who has or can obtain dental and vision coverage from another source other than the Southgate Community School District.

42.10 A twelve (12) month full time seniority employee as used in this Article shall mean an employee who has completed the probationary period and is regularly scheduled to work forty (40) hours a week during each month of the fiscal school year.

ARTICLE 43. HOLIDAYS

- 43.1 Twelve (12) month full-time seniority employees shall be paid their regularly scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this Agreement for the following holidays:

New Years Day, Martin Luther King Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, General Election Day, Thanksgiving Day, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Years Day,

provided an employee meets all of the following eligibility rules provided below:

- A. The employee actually works all scheduled work hours on the work day before the holiday and all scheduled hours on the work day following the holiday unless the employee was on an employer-approved paid day or scheduled vacation.

Twelve (12) month employees shall be granted an extra floating holiday for work performed on the Friday before Labor Day. For this year only, this floating day shall be utilized in conjunction with the 4th of July Holiday Break, July 5, 2002.

43.2 **Monday through Friday Employees**

Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as a holiday.

- 43.3 One (1) Release Day for in-service training day during the school year. Release day to be taken between Christmas Day and New Years Day.

ARTICLE 44. VACATIONS

- 44.1 Employees completing five, six, seven, eight, or nine years of employment, based on their first date of regular employment and in a classification covered in this Article, will receive fifteen (15) days vacation. Employees completing ten (10) years or more of regular employment, based on their date of employment and in a classification covered in this Article, will receive 20 days vacation.
- 44.2 To be eligible for a full vacation, the employee must have actually worked or been paid for 1,680 regular hours, excluding workers' compensation payments, or payments made while on workers' compensation, or overtime hours, during the applicable vacation year and within classifications covered in this Article. When an employee has less than 1,680 regular compensated hours, credit for one-tenth (1/10) of the full vacation allowance shall be given for each 208 regular compensated hours. No credit shall be given for less than 208 hour units. Regular compensated hours in any vacation year in excess of 1,680 shall not be considered for any purpose in determining the vacation allowance for the next vacation year.
- 44.3 Vacations will be granted at such time during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- 44.4 Vacations will be taken in a period of one or more days or one or more weeks.
- 44.5 When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- 44.6 A vacation may not be waived by an employee and extra pay received for work during that period.
- 44.7 If an employee becomes ill and is under the care of a duly licensed physician during vacation, the vacation will be rescheduled. In the event the employee's incapacity continues through the year, the employee will be awarded payment in lieu of vacation, provided that the employee is not drawing sick leave pay.
- 44.8 For those employees who terminate their employment with the District, their vacation time will be credited with the equivalent of their vacation days earned from the previous anniversary date of employment (seniority) to the date of termination at the rate of 1/12 per month.

ARTICLE 45. WORKING HOURS AND OVERTIME

45.1 The custodial/maintenance employee's regular working day shall consist of eight (8) hours each day to include 30 minutes off for paid lunch period within the eight (8) hours.

45.2 WHEN SCHOOL IS NOT IN SESSION.

A. When school is not in session, the regular working day shall consist of eight (8) hours excluding a one-half (1/2) hour lunch period for an eight and one-half (8-1/2) hour day. School not in session is defined as classes not scheduled for K - 12.

B. As an option, employees may work four ten-hour days Monday through Thursday or Tuesday through Friday during the summer. The district will have the right to assign employees during the summer to cover building needs, based on seniority.

Employees who work the midnight shift, with supervisory consent and as long as activities are covered, have the option of working the afternoon shift.

Snow Day - A paid floating holiday shall be granted for work performed on the first three (3) snow days. (Administration will designate how many employees will be called in to remove snow per building.)

Employees shall use the float days during the school year when school is not in session.

Application for use of the floating day shall be with the immediate supervisor. The day should be used when school is not in session and before the new school year begins.

Snow days must be used by August 31 each year.

OVERTIME PREMIUM PAY

45.3 The work week, Monday through Friday, shall be five consecutive work days.

45.4 A. Time and one-half (1-1/2) of an employee's regular straight time hourly rate will be paid for all scheduled hours worked in excess of forty (40) hours per week.

B. When students are in session and a head building custodian is absent and supervision finds it necessary to place someone within HIS/HER working shift, it will be done in the following manner:

ARTICLE 45. WORKING HOURS AND OVERTIME (Continued)

45.4 B (Continued)

If Head Man is absent, another employee moves into head position at head pay rate. The employee moving down to fill in the a.m. shift shall be entitled to comp time/OT in their own position for one day. If the head custodian is absent a second day, preference for the head custodian shift will be given to the high seniority employee within that particular building and he/she will work those assigned hours at the head building custodian's rate of pay. For the length of the absence, the high seniority assigned employee shall remain in the head custodian's assignment and comp will only be in the position and shift of the person working in the head building custodian's position. The overtime will not exceed five (5) to six (6) hours and such assignment will be in accordance with the Overtime Board in each building.

- C. Time and one-half (1-1/2) of an employee's regular straight time hourly rate will be paid for all scheduled hours worked on Saturday unless (1) students are in session on Saturday, (2) an employee's shift commences on Friday evening, (3) the Saturday is a regularly scheduled work day for the employee.
- D. Double time (2) of an employee's regular straight time hourly rate will be paid for all scheduled hours worked on Sunday unless students are in session.
- E. Double time (2), plus the Holiday pay, will be paid for all scheduled hours worked on a Holiday.
- F. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding of overtime payments.

CUSTODIAN/MAINTENANCE AND ATTENDANTS

45.5 Overtime hours shall be divided as equally as possible among employees' classifications in their buildings. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building.

Any overtime work will be posted on the employees' overtime list.

Whenever overtime is required, the person with the least number of overtime hours in that classification within his building will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during the call-out period (four (4) hour minimum). Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

ARTICLE 45. WORKING HOURS AND OVERTIME (Continued)

45.5 (Continued)

Overtime hours will be computed from July 1 through June 30, each year. Overtime not allowed for probationary employees except in cases of emergency.

45.6 An employee called in for overtime duty shall be guaranteed at least four (4) hours pay at the rate of time and one-half, with the following exceptions:

- A. When connected to the regularly scheduled work shift;
- B. Two (2) unpaid staff meetings per year with a maximum duration of two (2) hours each;
- C. Overtime for the purpose of checking boilers in all buildings during extremely cold weather shall be scheduled by the Supervisor. Personnel performing building checks will be allowed one (1) hour's pay at the rate of time and one-half.

45.7 Hours of work and overtime must be approved by the Administration.

45.8 Absences less than 10 days - Using comp time will be reviewed at the end of a one-year trial period, 2003-04. Both parties must mutually agree to continue practice. Failure to agree shall revert back to previous contract language.

- i. The building employee willing to work for comp time will be asked first, if not then . .
- ii. Employees outside the buildings will be used for comp time, i.e., grounds and maintenance, if not then,
- iii. A sub employee may be used.

Each August 31 all employees will declare in writing to be compensated for absences less than ten days by the use of comp time or for pay.

The comp time must be used when school is not in session (a sub is not needed).

The maximum accumulation of comp time is equal to forty (40) hours of pay. Employees with less than the forty (40) hours can accept a shift for the day which may allow for the balance of the shift to be over the forty (40) hour limit, i.e., 39 hours credit may accept an 8-hour shift, would equal 47 hours credit or at time and a half, 51 hours of credit.

The number of employees using comp time at one time will be administered in the same manner as personal business language.

Any unused comp time on August 31 of each year will be reimbursed by the school district at their legal rate of pay, i.e., overtime.

ARTICLE 46. LONGEVITY

46.1 Longevity will be determined by years of service with the District, not just by years of service in a bargaining group. Payment will be computed on the anniversary date of employment. Payment will be made on the next payday after the anniversary:

10 through 14 years	\$220
15 through 19 years	280
20 through 24 years	395
25 or more years thereafter	550

ARTICLE 47. WAGE STRUCTURE

47.1 Salary schedule of Tier I, and Tier III employees.

TIER I -	<u>05-06</u>	<u>06-07</u>
Maintenance Leader	22.04	22.26
Maintenance	20.87	21.08
Vehicle Compound	20.87	21.08
Grounds/Utility	20.40	20.60
Head Building Custodian:		
Senior High and Middle Schools	20.40	20.60
Head Building Custodian:		
Elementary	20.15	20.35
Warehouse	20.15	20.35
Custodians and Messenger	19.50	19.70

Tier III employees:

1. Vacation time will be earned at the rate of one week per year for years one and two and two weeks per year for years three, four and five. Beyond the fifth year, vacation time will accrue with Tier I employees.
2. As of July 1, 2002, a new Tier III custodial classification shall be created. The Tier III classification shall exist for five years. After five years are completed, parity on wages and health care with Tier I.
3. Tier III employees will contribute 10% of the district's cost of health care during the existence of Tier III. (Current Tier III formula)

ARTICLE 47. WAGE STRUCTURE (Continued)

TIER III	<u>05-06</u>	<u>06-07</u>
	18.12	
	19.50	19.70

Probationary employees will start at \$0.25 per hour less;
After 20 days of actual work, \$0.20 per hour less;
after 40 days of actual work, \$0.10 per hour less;
after 60 days of actual work, full rate.

ARTICLE 48. BIRTHDAY

A full-time employee after twenty (20) years of full-time continuous service in the custodial/maintenance department, commencing the twenty-first (21st) year shall receive a paid release day on the date of his/her birthday. If the employee's birthday falls on a Saturday, Sunday, holiday or vacation period, then the employee and his/her supervisor shall agree on an alternative date for the release day.

LETTER OF UNDERSTANDING

The District and the Association agree to a letter of understanding re: Security Issues:

- 1.1 The District will explore the usage of a panic button device.
- 1.2 The District will explore the possibility of using walkie/talkies on the p.m. shifts.
- 1.3 Building security procedures will be given to building committees to develop.
- 1.4 In-service will be provided on building and department security.
- 1.5 District will explore zone security systems.
- 1.6 District will implement building use forms to clarify policy with public groups - clarify procedure with custodial staff.

June 2002

FOOD SERVICE DEPARTMENT

ARTICLE 61. WORKING HOURS AND OVERTIME

- 61.1 Six (6) to eight (8) hours per day, 30 to 40 hours per week for head cooks. Two (2) hours to seven (7) hours per day for cooks and helpers.
- 61.2 Labor is determined by nationally accepted standards. When a given kitchen does not prepare enough meals to warrant a seven (7) hour cook and two (2) hour helper, the seven (7) hour head cook's work day will be reduced to an amount of time appropriate to the scale.
- 61.3 Time and one-half will be paid for time worked over eight (8) hours per day or forty hours per week.
- 61.4 Time and one-half on Saturday.
- 61.5 Double time on Sundays and holidays.
- 61.6 When additional time is required during the regular work week, then the additional time will be awarded on a rotating basis according to seniority, within a building.
- 61.7 A seniority employee whose hours are reduced by 25% or more from his/her own classification may exercise his/her seniority to displace the least senior employee with the most hours in another equal or lower rated classification within the department. Provided he/she is qualified and capable of performing the work of the employee he/she is displacing:
- Food Delivery
 - Assistant Manager
 - Elementary Manager
 - Cook
 - Kitchen Helper/Cashier
- 61.8 Effective immediately, August 2003, in the event a food service employee is required to work on a day that school is closed, they will be provided with one extra paid floating holiday for the first day worked, to be used with prior approval of the immediate supervisor. If there are more school closings than one in a given year, the issue shall be directed to the District Labor Management Council for review.
- 61.9 When more than one person holds the same seniority date they will be placed on the seniority list according to a drawing that will be held in the Human Resource Office, consistent with other groups. Union leadership will be present.
- 61.10 If an employee is asked to work overtime and accepts, they must work their regular schedule shift on the day of the overtime or lose the overtime shift to the next person in line on the overtime list.

ARTICLE 62. HOSPITALIZATION, LIFE, AND LTD INSURANCE

62.1 Effective March 1, 1994, seniority employees may elect to individually pay the monthly premium for hospitalization under the following conditions:

- A. The insurance carrier has agreed to allow employees to individually pay the monthly premium.
- B. The employee has notified the Business Office between April 1 and May 1, of each school year that he/she wishes to individually pay the cost of the monthly premium and be covered by hospitalization for the forthcoming fiscal school year of July 1 to June 30.
- C. The employee has executed a wage authorization allowing the School District to deduct from his/her wages the monies necessary to pay the monthly premium for the 12-month period ending June 30.
- D. The employee has certified in writing that he/she understands that by requesting hospitalization coverage he/she must continue to individually pay the monthly premium for the entire 12-month period (July 1 to June 30) and that he/she may not terminate his/her wage deduction authorization, permitting the School District to deduct from his/her wages the cost of the monthly premium, until July 1.
- E. If at any time an employee loses his/her employment status, his/her wage deduction authorization shall remain effective until the School District can effectively terminate his/her insurance coverage.

62.2 The School District will select an insurance carrier and pay the premiums to provide \$20,000 of term life insurance for a seniority employee,

ARTICLE 62. HOSPITALIZATION, LIFE, AND LTD INSURANCE (Continued)

62.3 The District will select an insurance carrier and pay \$10.00 per month per full time employees who work thirty (30) hours or more a week toward the premiums to provide an LTD policy which contains, among other things, the following:

- A. 60% of salary;
- B. Benefit through age 65;
- C. 90-Day waiting period;
- D. Covers illness and injury.

Employees out less than one calendar year will return to their original position. Employees out longer will return to an open position or bump the lowest seniority person until September when they may return to their original position.

All subject to the policy issued by the insurance company. This plan is optional.

62.4 The benefits provided for in Article 62.3 above shall be subject to the terms and conditions specified in the School District's group insurance policy.

62.5 Dental / Vision buy-in with pre-tax dollars.

62.6 Effective March 1, 2000, for bargaining unit members, the Board agrees to pay the rate, for one person, for Blue Care Network and Blue Shield Comprehensive Major Medical with HMO with 10% co-pay. Bargaining unit members may upgrade, at their own expense, beyond the one person rate. Also, members have the option to upgrade to a more comprehensive plan at their own expense. Additional cost to members of an upgraded plan may be paid through pre-tax dollars.

All bargaining unit members who are employed by the District for six (6) hours a day and/or 30 hours a week shall be entitled to this benefit.

ARTICLE 63. HOLIDAYS

63.1 Seniority employees shall be paid their regular scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this Agreement for the following holidays:

New Years Day, Martin Luther King Day, Good Friday, Easter Monday, Memorial Day, Labor Day, if school is in session prior to Labor Day, then Friday before Labor Day is a paid holiday, Election Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Years Day, 4th of July (if employee is working),

provided an employee meets all of the following eligibility rules below:

A. The employee actually works all scheduled work hours on the work day before the holiday and all scheduled hours on the work day following the holiday unless the employee was on an employer approved paid day or scheduled leave.

In the calendar year 1989, during the school recess period between Christmas Day and New Year's Day, a seniority employee shall receive two (2) paid release days, provided he/she meets the eligibility rules set forth in Subparagraph (A) above. In each of the calendar years 1990 and 1991, during the school recess period between Christmas Day and New Year's Day, a seniority employee shall receive three (3) paid release days, provided he/she meets the eligibility rules set forth in Subparagraph (A) above.

A seniority employee after twenty (20) years of full-time continuous service in the food service department, commencing the twenty-first (21st) year shall receive a paid release day for the date of his/her birthday; however, the employee may only take the day when school is not in session.

63.2 Should a holiday fall on Saturday, Friday shall be considered as a holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

63.3 One (1) release in-service training day during the school year. This day will be taken during the Easter break (Tuesday after Easter).

ARTICLE 64. AFTER-SCHOOL FUNCTIONS

64.1 In order to be considered for after-school functions, the employee must be qualified for the assignment.

Qualifications shall be understood to mean experience in a position with duties similar to the duties required for the after-school function and experience with the equipment to be used.

64.2 An after-school-function sign-up sheet will be prepared each September. Interested employees may sign up at any time. Assignments will be made on a rotating basis, provided the employee possesses the ability for the performance of the assignment. Those signing up after September 30, will be last in the rotation.

64.3 The definition of after school functions shall mean when the function requires the use of the kitchen commercial oven, commercial pressure steamer, commercial mixer or dishwasher.

64.4 At any school function requiring food service staff, the following protocol will be in effect: the kitchen manager, or the next classification, from the kitchen where the event will take place will have the first opportunity to be in charge of the event. Additional personnel needed for the event will be assigned from the rotating overtime list.

ARTICLE 65. WAGE STRUCTURE

	<u>2005/06</u>	<u>2006/07</u>
Food Delivery	19.50	19.70
Assistant Manager	N/A	12.65
Elementary Manager	N/A	11.89
Cook	10.31	11.62
Kitchen Helper/Cashier	10.31	10.41

Assistant Manager (Grades 6 - 12): Must assist the manager in most aspects of the operations including daily planning for food supplies and necessary paperwork to conform with all present health department laws. Must be certified with the State health requirements and demonstrate competence in following all H.A.C.C.P. guidelines. Available to substitute in other positions.

Elementary Managers (Grades K - 5): Solely responsible for the availability of food supplies sufficient to serve students at lunch and breakfast. Prepare and serve menu items including the cleaning of the preparation and serving areas. Must be certified in all health department requirements.

Cooks - Performs the preparation of food to the point of serving to students and communicates directly with the manager on everything that he/she has done. Has minimal cleaning responsibilities. This classification will no longer exist once the employees that are currently classified move to another classification and/or terminate their employment.

Kitchen Helper/Cashier - Will assist in areas of preparation and serving of food including clean up of facilities. Solely responsible for the counting of cash receipts, preparation of bank deposit and filing of daily / monthly reports to the Business Office. Be able to perform leadership roles as the need arises.

Food Delivery - Qualifications: Must obtain a chauffeurs license, have a good driving record and the ability to operate the van and handle the food delivery equipment.

Transport food and supplies from warehouse to assigned schools including delivery and pickup of hot and cold food carts. Be capable to unload and place in inventory all food and supply deliveries that arrive at the warehouse. Assist with monthly inventories. Comply with all H.A.C.C.P. procedures as adopted by the District. Be able to perform special assignments within your classifications as assigned by the management team.

Head Cooks - Upon ratification of the 2005/06 and 2006/07 contract, this classification is no longer represented by this agreement.

LONGEVITY - On June 1 of each year, the Food Service Department employees who qualify will be paid the following longevity payments:

10 through 14 years	\$150.00
15 through 19 years	\$200.00
20 years and each year thereafter	\$250.00

Longevity will be determined by years of service with the District, not just by years of service in a bargaining group.

ARTICLE 66. UNIFORM ALLOWANCE

- 66.1 The District will reimburse each employee who is required to wear a uniform or outdoor gear at \$70.00 per year.
- 66.2 Food service van drivers shall be given a ten dollar monthly stipend to put towards their personal cell phone usage for work time communications. Should district cell phone usage be more than ten dollars per month, reimbursement shall be made by turning in cell phone bill to the District Business Office.

ARTICLE 67. SCHOOL CLOSINGS

- 67.1 If the Superintendent closes all school buildings, and bus runs are canceled, then employees scheduled to work that day shall receive up to their normal pay for that day determined by multiplying their regular straight time hourly rate times their regular scheduled hours of work. Provided, however, employees can only receive payment under this section up to three times each fiscal school year.
- 67.2 Snow Day - A paid floating holiday shall be granted for work performed on the first snow day (when the District is closed).

Application for use of floating day shall be with immediate supervisor. The day should be used when school is not in session and before the beginning of the next school year.

ARTICLE 68. MOVE UPS

- 68.1 After voluntary move ups in the kitchen are completed, seniority employees will be able to fill in on jobs with more hours if the regular employee is absent for ten (10) days or more and advance notice of the absence is given to the Coordinator. The Union will submit a list of employees who are available to fill in. Employees on the list will be called on a rotating basis. Subsequent openings shall be filled by a substitute.
- 68.2 When an employee changes classifications (moves up) for three hours or more, the employee shall receive the rate of pay for the higher classification. This exception to Article XXIV applies to the Food Service Department only.
- 68.3 When a regular van driver is off, a seniority employee will be able to fill in on the van job on a rotating basis, as long as they have the proper qualifications. The employee called will work that job for the duration of the absence. When an employee moves to the van job, they shall receive that rate of pay.
- 68.4 Sick day accumulation will be at the rate of the move up position after 15 days in the position. These accumulated days will be at the employees' regular rate of pay. During the duration of the move up, holidays will be paid at the move up position rate if the employee has worked 15 consecutive days.

TRANSPORTATION DEPARTMENT

ARTICLE 81. GENERAL PROVISIONS

- 81.1 Any employee who has not previously completed a probationary period as a bus driver, but otherwise is a seniority employee, and is assigned a regular driving route, shall be considered to be in a trial period for the first sixty (60) days of actual work. During the trial period, the School District may disqualify the employee at any time and no grievance shall arise; but the employee shall be allowed to return to his/her original classification. At the request of the employee, a conference with the supervisor will be held to discuss the reasons for the disqualifications.
- 81.2 In September all runs shall be bid by seniority. This applies to 180 day bus runs only. Each June summer runs will be bid separately. Once a bus driver and/or aide is assigned a route pursuant to this bid, then there shall be no change in assignments (during the school year even though a route is later altered or changed). Provided, however, a driver and/or aide whose route is lessened permanently thirty (30) minutes per day or more may exercise their seniority to bump to another assignment of equal or fewer hours. If a driver's and/or aide's route is permanently increased thirty (30) minutes or more per day, the route will be posted and bid on the basis of seniority.
- 81.3 All bus drivers and aides, as a condition of continued employment, must always meet all State and Federal laws and regulations governing health, physical requirements, physical examinations for driver safety education programs, etc. In addition, the drivers and aides must meet the rules, regulations, and qualifications to be developed by agreement with the Union.
- Alcohol and Drug testing Federal Rules will be started in January 1996 with language to be negotiated according to law.
- 81.4 Seniority drivers and seniority aides will be able to fill in on runs of more hours if the regular driver or aide is absent for ten (10) days or more, with advance notice, with a maximum of four (4) moves. Seniority drivers and Seniority aides can hold only one temporary position at a time
- 81.5 If an aide is assigned as a driver on a run of two (2) hours or more, the pay shall be at the rate of pay for a bus driver.
- 81.6 Regular drivers or aides who want to fill in for absent employees or extra work, must sign the availability list on a daily basis. They shall be called on the basis of highest seniority. In such case, the supervisor will exert reasonable efforts to contact the eligible high seniority person. Provided, however, this section shall not be applicable unless the supervisor was notified of the absence prior to 9:30 a.m.

ARTICLE 81. GENERAL PROVISIONS (Continued)

- 81.7 Employees asked to work in different classifications are paid at the higher rate of pay. Employees who sign a posted position shall receive the posted rate of pay.
- 81.8 Bus drivers will be paid for the time at school for their CDL recertification.
- 81.9 Sick day accumulation will be at the rate of the move up position after 15 days in the position. These accumulated days will be at the employees' regular rate of pay. During the duration of the move up, holidays will be paid at the move up position rate if the employee has worked 15 consecutive days.
- 81.10 When an employee is unable to be at work on a day that he/she is scheduled, he/she shall contact the person previously designated by the Personnel Office as soon as possible, but in any event, one hour prior to his/her starting time and set forth the reasons for his absence. In the event the employee knows that he/she will not be able to return to work his next scheduled day, he/she shall report this fact to his supervisor before 2:00 p.m. of the day of his absence. Failure to follow the above referenced call-in procedure shall mean that the absence shall be unauthorized and the employee shall not be paid for that day.
- 81.11 When an employee has been absent from his/her position (Driver or Aide) for less than one (1) calendar year, he/she shall return to their original position. If the absence extends beyond one (1) calendar year, he/she will fill an open position or bump the lowest seniority position, however when he/she has worked four (4) weeks, he/she shall exercise their seniority to bump where his/her seniority shall carry them.

ARTICLE 82. TRIP BOARD

82.1 Trips will be defined as any athletic, extra curricular or field trip event.

82.2 Prior to the beginning of the school year, but no later than the Friday before Labor Day and the one week prior to the beginning of the second semester, the Union shall submit to the Supervisor of Transportation a list of seniority drivers who have agreed to be scheduled for trips. Additional drivers may be added to the list during the school year, but a driver may not remove his/her name without justifiable reason and may not be again added until the next semester and with the agreement of supervision.

A seniority driver and bus aide is an employee who is currently holding a driving or bus aide position and has completed their probationary period.

A trip board will be posted for bus aides and used in the same manner as the bus drivers.

82.3 Beginning each school year, trips shall be assigned on the basis of highest seniority until the list is exhausted. Thereafter, the School District shall assign trips to the driver having the lowest number of hours accumulated in trips. If possible, trips will be scheduled forty-eight (48) hours in advance. Whenever possible, trips will not interfere with regularly scheduled runs. The School District may have other drivers drop off, within a 25 mile radius, a trip board driver's trip to its location.

- A. The trip board will be equalized on a weekly basis, Tuesday of every week.
- B. Drivers will be charged with all hours assigned or refused, however, drivers who are assigned a trip which occurs all or partially during their normally scheduled hours of work shall not be charged for the hours worked within their regular schedule.
- C. An employee who is absent for four (4) consecutive days will be charged four (4) hours on the fourth day and one (1) hour for each day absent thereafter.
- D. A trip board driver, that goes on a temporary assignment in another department, will be removed temporarily from the trip board for the length of the assignment. When the driver returns at their request, will go back on the trip board at the highest hours.

If the low hour driver cannot take the trip, he/she shall immediately notify his/her supervisor of this fact and the name of a driver who has agreed to be his/her replacement. If the driver does not have a replacement, then the supervisor may either assign any driver in the School District or a substitute driver.

82.4 Two drivers on the list may agree to exchange a trip with the prior approval of the supervisor.

ARTICLE 82. TRIP BOARD (Continued)

82.5 The procedures outlined in 82.2 and 82.3 above shall be followed; except in the following circumstances, any driver assigned by the supervisor must make the trip:

- A. If the Union does not submit a list of names of seniority drivers who have agreed to accept trips;
- B. If there are more trips than can be assigned to the drivers on the list;
- C. In the event of unusual or emergency situations.

82.6 An employee who reports to a school building for a trip, and that trip has been canceled, shall receive four (4) hours pay, however, the driver must work for the District the entire four hours to receive pay. A driver may elect to be paid for two (2) hours show up time.

82.7 Drivers shall receive time and one-half (1/2) for Sundays.

82.8 PROCEDURE FOR FIELD TRIPS

1. All trips must be scheduled through transportation department.

Administration to enforce with information to union associations re: the trip was covered.

2. Driver priorities are:

- a. Cover regular routes
- b. Cover extra-curricular and sports trips
- c. Cover field trips

3. Driving assignments are covered as follows:

- a. All available regular drivers including substitutes
- b. If no regular driver is available, use other district employees (volunteers who are licensed to drive)
- c. If no district employees are available, secure driver services from outside the district.

ARTICLE 82. TRIP BOARD (Continued)

4. Data to be gathered:
 - a. Number of times district employees not used and cost
 - b. Reasons for the use of outside drivers reported by the following categories:
Equipment failure, unavailability of district employees, unforeseen circumstances.
5. Administration will explain to Union Associate for transportation department/or Union President reasons for using non-employee drivers.

Explanation to be provided, where feasible prior to security outside alternative solutions.
6. When long distance, irregular trips arise, administration and associate representative for transportation will use IBB process to fill assignment.

ARTICLE 83. DURING SUMMER RECESS

- 83.1 Athletics and field trips during summer recess shall be assigned based on seniority by rotation for those employees who have previously requested to work.
- 83.2 In June of each year employees will bid on summer runs.
- 83.3 Employees asked to work in different classifications are paid at the higher rate of pay. Employees who sign a summer list to substitute for absent drivers and aides are paid the rate of the posted position and are called in on the basis of seniority.

ARTICLE 84. SCHOOL CLOSINGS

- 84.1 If the Superintendent closes all school buildings, and bus runs are canceled, then employees scheduled to work that day shall receive up to their normal pay for that day determined by multiplying their regular straight time hourly rate times their regular scheduled hours of work. Provided, however, employees can only receive payment under this section up to three times each fiscal school year.

ARTICLE 85. HOSPITALIZATION, LIFE and LTD INSURANCE

85.1 Effective March 1, 1994, seniority employees may elect to individually pay the monthly premium for hospitalization under the following conditions:

- A. The insurance carrier has agreed to allow employees to individually pay the monthly premium.
- B. The employee has notified the business office between April 1 and May 1 of each school year that he/she wishes to individually pay the cost of the monthly premium and be covered by hospitalization for the forthcoming fiscal school year of July 1 to June 30.
- C. The employee has executed a wage authorization allowing the School District to deduct from his/her wages the monies necessary to pay the monthly premium for the 12-month period ending June 30.
- D. The employee has certified in writing that he/she understands that by requesting hospitalization coverage, he/she must continue to individually pay the monthly premium for the entire 12 month period (July 1 to June 30) and that he/she may not terminate his/her wage deduction, authorization permitting the School District to deduct from his/her wages the cost of the monthly premium, until July 1.
- E. If at any time an employee loses his/her employment status, his/her wage deduction authorization shall remain effective until the School District can effectively terminate his/her insurance coverage.
- F. The prescription coverage shall be the same in coverage to the current prescription plan provided the custodial - maintenance department portion of this contract.

85.2 LIFE INSURANCE

The School District will select an insurance carrier and pay the premiums to provide \$20,000 term life insurance for a seniority employee.

ARTICLE 85. HOSPITALIZATION, LIFE and LTD INSURANCE (Continued)

85.3 L.T.D (LONG TERM DISABILITY) INSURANCE

The District will select an insurance carrier and pay \$10.00 per month per full time seniority employees who work thirty (30) hours or more a week toward the premiums to provide an LTD policy which contains, among other things, the following:

- A. 60% of salary;
- B. Benefit through age 65;
- C. 90-Day waiting period;
- D. Covers illness and injury.

All subject to the policy issued by the insurance company. This plan is optional.

85.4 The benefits provided for in Section 85.2 above shall be subject to the terms and conditions specified in the District's group insurance policy.

85.5 Dental / Vision - buy-in with pre-tax dollars.

85.6 Effective March 1, 2000, for bargaining unit members, the Board agrees to pay the rate, for one person, for Blue Care Network and Blue Shield Comprehensive Major Medical with HMO with 10% co-pay with pre-tax dollars. Bargaining unit members may upgrade, at their own expense, beyond the one person rate. Also, members have the option to upgrade to a more comprehensive plan at their own expense. Additional cost to members of an upgraded plan may be paid through pre-tax dollars.

All bargaining unit members who are employed by the District for six (6) hours a day and/or 30 hours a week shall be entitled to this benefit.

ARTICLE 86. HOLIDAYS

86.1 Seniority employees shall be paid their regularly scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this Agreement for the following holidays:

New Years Day, Martin Luther King Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, if school is in session prior to Labor Day, then Friday before Labor Day is a paid holiday, General Election Day, Thanksgiving Day, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, and the day before News Years Day.

During the school recess period between Christmas and News Years Day a seniority employee shall receive three paid release days provided he/she meets the eligibility rules.

Provided an employee meets all of the following eligibility rules below:

- A. The employee actually works all scheduled work hours on the work day before the holiday and all scheduled hours on the work day following the holiday unless the employee was on an employer approved paid day or leave previously approved by management.
- B. A seniority employee after twenty (20) years of continuous service in the transportation, commencing the twenty-first (21st) year shall receive a paid release day for the date of his/her birthday; however, the employee may only take the day when school is not in session.

86.2 Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

86.3 The District shall provide one (1) release day for in-service training during the school year. This day will be taken during the Easter break (Tuesday after Easter).

ARTICLE 87. WAGES

2006/07

BUS DRIVERS	16.60
AIDES	11.74

PROBATIONARY EMPLOYEES WILL START AT \$0.43 (FORTY-THREE CENTS) LESS THAN NON-PROBATIONARY (SENIORITY) EMPLOYEES.

Time and one-half (1-1/2) of an employee's regular straight time, hourly rate, will be paid for hours worked in excess of eight (8) hours per day.

Double time (2) will be paid for all hours worked on a holiday.

LONGEVITY

On June 1 of each year, the Transportation Department employees, who qualify, will be paid the following longevity payments:

10 through 14 years	\$150.00
15 through 19 years	\$200.00
20 years and each year thereafter	\$250.00

Any articles, sections, or issues not addressed shall remain as current contract language.

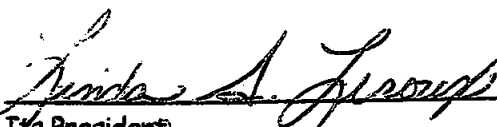

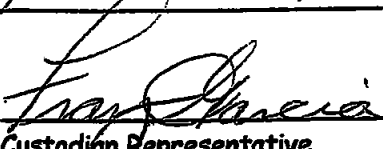


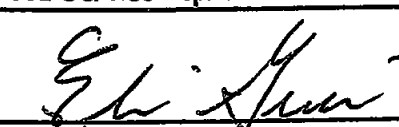
Longevity will be determined by years of service with the District, not just by years of service in a bargaining group.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first written above.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

 Linda A. Lipp Its President	 Its Superintendent
 Custodian Representative	
 Transportation Representative	
 Food Service Representative	
 Eli Grier, UniServ Director, MEA	Date: August 1, 2006