



# **AGREEMENT**

Between the

**Warren Consolidated Schools  
Board of Education**

and

**American Federation of State,  
County and Municipal Employees**

**AFL-CIO  
Council 25, Local Union 1815**

**July 1, 2008 - June 30, 2012**

**1815**

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## **PREAMBLE**

This Agreement, entered into on the 17th day of June, 2009 is between the Board of Education, Warren Consolidated Schools, Counties of Macomb and Oakland, State of Michigan (hereinafter referred to as the "School Board"), and Local 1815, affiliated with Council #25, chartered by the American Federation of State, County, and Municipal Employees (hereinafter referred to as the "Union").

## **WITNESSETH**

Whereas, the School Board and the Union mutually recognize and acknowledge that the best interests of the student body and community will be protected and best served by an Agreement between the parties hereto which will promote and insure harmonious business and economic relations between the parties during the term of this Agreement:

It is hereby mutually agreed as follows:

## **ARTICLE I RECOGNITION**

### **Employees Covered**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the School Board included in the Bargaining Unit described below:

All regular full time and part time clerical personnel, including secretaries, clerks, coordinators, specialists, implementators, liaisons, caregivers, teacher aides and vocational education paraprofessionals, security guards, ELL paraprofessionals and health aides, but excluding one (1) Executive Assistant to the Superintendent and one (1) Administrative Assistant for the Superintendent's Office, two (2) Administrative Assistants to the Human Resources Department, one (1) Administrative Assistant to the Associate Superintendent, one (1) Administrative Assistant Central office (total of six (6)).

It is recognized that in the performance of their duties, in addition to using telephones, typewriters, and computers, members will also be using other technology as needed.

## **ARTICLE II AGENCY SHOP**

### **Section A - Requirement of Union Membership**

1. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and employees hired or rehired into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of good standing of the Union or shall as a condition of employment, pay each month a service fee equal to the monthly Union membership dues for the duration of this Agreement, on the completion of their probationary period.
2. Employees reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment, to become members of the Union in good standing or shall, as a condition of employment, pay each month a service fee equal to the monthly Union membership dues for the duration of this Agreement, on or before the 30th day following their transfer or reinstatement into the Bargaining Unit.
3. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, and if they are members of good standing shall be deemed to meet the conditions of this section, and those employees paying the service fee as specified above shall be deemed to have met the conditions of this section.

### **Section B - Union Dues, Initiation Fees and Service Charge**

#### **1. Payment by check off:**

Employees shall tender the initiation fee and monthly membership dues or service charge by signing the Authorization for Check Off form. The School Board will submit to each employee a Union membership card or Service Charge card and an authorization for check off form to be signed upon employment, transfer, or re-instatement into the Bargaining Unit. The initiation fee and monthly dues, or service charge, as stipulated by the Union, will automatically be put into effect according to the provisions of this Article.

During the life of this Agreement and in accordance with the terms of the form of authorization of check off, hereinafter set forth, the School Board agrees to deduct Union Membership Dues or the Service Charge levied in accordance with the Constitution and By Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check Off form.

## **ARTICLE II – Section B (continued)**

1. **Payment by check off:** (continued)  
It is understood that in those cases where no earnings are available, no deductions will be made.
2. **When deductions begin:**  
Check Off deductions under all properly executed Authorization for Check Off forms shall become effective at the time the application is put into effect (according to this Article) and shall be deducted from the second pay of the month and each month thereafter.
3. **Remittance of dues to financial officer:**  
Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues or service charges have been deducted between the 15th and 30th day of the current month.
4. **Termination of check off:**  
An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which s/he is no longer employed. The Union will be notified by the School Board of the names of such employees following the end of each month in which the termination took place.
5. **Disputes concerning membership:**  
Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the School Board and the representatives of the Union, and if not resolved may be decided at the final step of the grievance procedure.

## **Section C (NEW) – P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality)**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at anytime by giving written notice to both Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE II (continued)**

### **Section D - Hold Harmless**

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of the Board's implementation of this Article.

## **ARTICLE III EFFECT OF AGREEMENT**

### **Section A**

The School Board and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the School Board and the Union in an amendment hereto which shall be ratified and signed by both parties.

### **Section B**

Should any Article, Section or clause of this Agreement be declared invalid by either a court of competent jurisdiction or by existing or subsequently enacted legislation; such Article, Section or clause, as the case may be, shall automatically be deleted from this Agreement and shall be subject to immediate renegotiation. The remaining Articles, Sections and clauses shall remain in full force and effect for the duration of the Agreement.

### **Section C**

The Union and their officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, slowdowns, stoppages of work, or any other acts which would interfere with the orderly operation of the District, that it will not otherwise approve or permit continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

## **ARTICLE IV UNION GUARANTEE OF RIGHTS**

### **Section A**

The parties mutually agree that the provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination with respect to age, color, marital status, disability, membership in the Union, members holding office in the Union, national origin, race, religion, or sex.

### **Section B**

It is also recognized and accepted by the parties that the Union and its members are desirous of contributing to the improvement of the level of efficiency in all of the operations with which they are concerned, i.e., methods of work, equipment and supplies.

## **ARTICLE IV (continued)**

### **Section C**

The School Board agrees that its rules and regulations governing employees will be reasonable and that enforcement of discipline will be fair and for just cause.

### **Section D**

Disciplinary interviews and reprimands will be conducted in private. An affected employee will, however, have the right in all such instances to request the presence of a Union representative at any said interview and when such request is made, the interview will not proceed until the representative is in attendance.

## **ARTICLE V BOARD RIGHTS**

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, supervision of operations and personnel, control of property, determination and direction of the work force and maintenance of an orderly, effective and efficient operation within the financial resources of the District.

## **ARTICLE VI REPRESENTATION**

- A. The members of all Union Committees recognized by the School Board for the purposes of collective bargaining shall be seniority employees of the Warren Consolidated School District.
- B. The names of all such Committee Members shall be certified in writing to the School Board by the Union upon election or appointment to a recognized Committee. The School Board will provide the Union with a Chain of Command Chart.
- C. The School Board agrees to recognize a Bargaining Committee, consisting of up to ten (10) members, of which no more than 7 will be paid release time for bargaining. This committee shall be composed of a cross section that will fully represent all personnel, and others deemed necessary by the Union. The Union may include a professional representative as a member of the Committee.
- D. The School Board agrees to meet in special meetings through its Bargaining Committee with the Union Bargaining Committee, which may, at the Union's option, include Council and/or International Representatives of the Union to consider all matters which come properly before said Committees. Meetings between the parties will be scheduled on a mutually agreeable day as needed.

## **ARTICLE VI - D (continued)**

The parties will submit an agenda with the request setting forth the matters to be discussed. The meeting shall be confined to consideration of items on the agenda.

Meeting dates may be cancelled or changed only by mutual agreement.

## **ARTICLE VII HOURS/DAYS OF EMPLOYMENT**

- A. The normal work day for full-time employees shall be eight (8) hours per day. The normal work week shall be (40) hours per week for full-time employees. It is understood and agreed that part-time, permanent employees are employed and their work schedules shall be established.
- B. Regular, permanent members of the Bargaining Unit shall be entitled to an unpaid, duty free, uninterrupted lunch period of not less than one-half (1/2) hour. Less than full-time employees will be provided lunchtime in accordance with their work schedule.
- C. Eight (8) hour employees shall be provided a fifteen (15) minute relief period in the morning and a fifteen (15) minute relief period in the afternoon.

Less than eight (8) employees who work at least four (4) hours per day will receive a break/relief time in accordance with the following schedule:

- Employees working 4 hours or more = 15 minute break/relief time
- Employees working 6 hours or more = 20 minute break/relief time (10 mins. – a.m./ 10 mins. – p.m.)

The employee and supervisor shall mutually agree upon usage of all break/relief times.

Scheduled relief time shall be spent away from the work area.

- D. While overtime work is mandatory, Bargaining Unit employees will, whenever feasible, work overtime on a voluntary basis and no employee will be required to work overtime when there is a sufficient number of properly qualified volunteers in the job classification required, working at the location and on the shift from which the work is to be performed.
- E. Personnel, other than twelve (12) month employees, shall normally be scheduled for work in conjunction with the school year, on a progressive basis.

**ARTICLE VII (continued)**

**DAYS**

Senior High School Secretaries, CPC & Butcher	235 days
Secretary to Administrator of Special Programs - Butcher	235 days
Senior High School Secretaries to Asst. Prin.	230 days
Senior High School Office Clerks, Bookkeepers & Counseling Clerks	230 days
Middle School Secretaries	235 days
Middle School Secretaries to Asst. Pr.	230 days
Middle School Office Clerks and Counseling Clerks	230 days
Departmental Secretaries (Special Ed.)	230 days
Departmental Secretary (CPC)	235 days
Substitute Systems Clerk	230 days
Cafeteria Clerk	230 days
Transportation Clerk	230 days
Elementary Secretaries	225 days
Elementary Clerks	225 days
Central Office Clerk	225 days
School Media Clerks	220 days
Central Media Clerk	220 days
Locker Room Attend/Aides (High School)	210 days
Special Education Teacher Aides/Paraprofessional	204 days
Health Aides	204 days
Vocational Education Paraprofessional	204 days
ELL Paraprofessional/Tutors	204 days
Latchkey Caregivers	187 days
Security Guards	204 days
Title I Paraprofessional	204 days
Locker Room Attendant Aides (other than high school)	204 days
Locker Room Attendants (before/after school)	<i>based on program need</i>
Overload Aides	<i>called back the Monday after count day</i>

*\*\* Subject to bargaining based on State regulations for required student hours/days\*\**

Others than those listed shall work the same schedule as the immediate supervisor. The schedule shall be provided by August 1 of each year reflecting the work schedule for the subsequent school year.

## **ARTICLE VII (continued)**

- F. When a position changes in shift (in excess of one (1) hour), hours, or months, the position must be posted and filled as spelled out in Article IX, Sec. G. Such changes in shift of less than one (1) hour shall be effected by the Human Resources Department and shall be agreed upon by the Union. If a change of less than one (1) hour is not mutually agreeable, then the position must be posted.

When a classification is changed, the employee remains in the position.

- G. Overtime at one-and-one-half (1-1/2) times the employee's hourly rate will be paid for all time worked beyond eight (8) hours per day or over forty (40) hours per week, and on Saturday. Double time the employee's hourly rate will be paid for all work performed on Sundays and holidays. There will be no pyramiding of overtime.

Employees who take an unpaid day during the forty (40) hour work week and are required to work an overtime shift shall be compensated at straight time.

When an employee is called for unscheduled work, when scheduled to be off, the work performed shall be paid at a rate of time-and-one-half of the regular rate, or at the rate of double time on Sundays or holidays, provided that the minimum pay for a call-in shall be two (2) straight time hours. When an employee has a shift extended, s/he shall be paid for the actual additional time worked at the prevailing rate.

- H. When an employee reports for work as scheduled, the employee shall be paid a minimum of two (2) straight time hours. Employees who are working a scheduled shift but then are sent home because of no work will be paid for the amount of time actually worked, but in no case less than two (2) hours.
- I. By mutual consent, compensatory time (e.g., one (1) hour worked equals one-and-one-half (1-1/2) compensatory time off) may be given equal to the authorized overtime worked. Compensatory time must be taken no later than two pay periods after it was accrued or the employee will be paid out on the third pay period.
- J. Permanent employees who volunteer to work for a summer program in their same capacity i.e. category/classification shall receive their regular rate of pay. Should the permanent employee be absent, the person substituting will be paid substitute wages.

## **ARTICLE VII - J (continued)**

Summer programs shall be offered on a seniority basis according to category, classification and on a continuous rotation for those employees who have submitted the summer recess work availability form to the Human Resources Department.

K. Less than twelve (12) month employees required to work additional time at the beginning or end of the school year, other than specified in (E) above, will be paid their current regular rate of pay and will be entitled to fringe benefits, with the exception of vacations, according to the amount of additional time worked. However, if an employee is required to work the entire year s/he will be entitled to a vacation according to her/his years of service.

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

### **M. Assignment of Building Overtime - Security Guards**

1. Scheduled building overtime will be offered to security personnel assigned to each building on a rotation basis. This rotation will be done in a manner to equalize the overtime for all guards in a building.
  - This rotation will begin on a seniority basis and continue throughout the school year using an accumulated overtime board.
  - All scheduled building overtime hours worked will be added to each security guard's accumulated overtime.
  - After the initial rotation, the security guard with the least number of hours will be the first person asked to fulfill a scheduled building overtime assignment.
  - If the security guard up for the scheduled building overtime assignment refuses the overtime hours, the actual number of hours that assignment entailed will be added to his/her accumulated overtime.
  - It shall be considered that the next person in line for any refused shift has received an assignment by default and, therefore, shall have the right to refuse the scheduled building overtime without the hours being added to his/her accumulated total.

## **ARTICLE VII – M (continued)**

2. Should an emergency arise and security personnel are asked to extend a shift, the hours worked will not be added to their accumulated total. An emergency is defined as a situation when there is not time to use the normal process for assignment of building overtime.
3. If all building security personnel refuse shift/s, the building administrator shall contact the District security supervisor for assignment according to the District security seniority list.
4. If all district security personnel are unavailable substitutes may be utilized.
5. If all substitutes are unavailable, the shift shall become mandatory for the security guard within the building where the shift occurred with the least number of overtime hours. The hours worked shall be added to his/her accumulated total.
6. A security guard shall not work an overtime shift if they are absent during their regular shift for any reason other than personal business.
7. If a security guard is absent during their regular shift and it is their scheduled turn, according to rotation, to work the overtime shift, s/he is still charged for the overtime work even though s/he is unable to work. This will not apply in cases of absence for jury duty or bereavement.
8. Individual security guards can remove themselves from the scheduled building overtime rotation by written notice to the administrator in charge for a period of time no less than 30 calendar days. When a guard returns to the overtime rotation his/her hours will be adjusted to be one (1) hour more than the person with the greatest hours at that time. This option is not available if in the opinion of the building administrator the building will not have enough guards to cover upcoming scheduled overtime.
9. A security guard will be removed from the scheduled building overtime rotation if s/he is on short term disability or if s/he takes a non-compensable leave for more than ten (10) days. When a guard returns to the overtime rotation his/her hours will be adjusted to be one (1) hour more than the person with the greatest hours at that time.

### District Overtime –

Security guards will be called for "District" overtime on a rotation basis – based on seniority. This rotation schedule will be separate from the building overtime rotation schedule.

## **ARTICLE VIII WORKING CONDITIONS**

Under normal circumstances, bargaining unit members shall perform those duties as defined in the appropriate job description with the following conditions:

### **A. Clerical Staff**

1. Bargaining Unit employees will not exclusively be held responsible for first aid functions in the building. Minor health problems such as administering band-aids, cleaning wounds, taking temperatures and treating minor cuts and abrasions are considered the responsibility of any employee of the District. It is not acceptable on anyone's part to abandon an injured or seriously sick person; these kinds of cases require immediate notice to parents, police and use of other emergency procedures available for such purposes.
2. Bargaining Unit employees shall be allowed the use of telephones for emergency, grievance and/or information purposes. The use should be limited in frequency and duration.
3. Use of an employee's personal automobile for District business is not a condition of employment. When an employee is requested to use her/his personal automobile, s/he shall be reimbursed at the mileage rate that is in effect and approved by the Board of Education.
4. Bargaining Unit employees will be supplied equipment on an equitable basis to perform their jobs. It is agreed that office equipment is subject to the facilities and finances of the District.
5. Except in emergencies, clerical employees shall not be required to monitor pupils prior to, during, or following school.
6. Bargaining Unit employees will not be required to transport funds or students.
7. Clerical work should not be construed as a job of manual labor, therefore, Bargaining Unit employees are prohibited from lifting heavy items.
8. Bargaining Unit employees will not be required to handle individual cafeteria lunch sales for students except where students have lost or forgotten their lunch money.

## **ARTICLE VIII (continued)**

9. No agency or other group will direct the work of Bargaining Unit employees. In cases where special work for teachers, PTA, Boy Scouts and others is requested, the principal's prior approval must be obtained.

### **B. Aides**

1. All aides shall work on days when staff is reporting.
2. Aides shall not be left in the classroom during instruction time unsupervised to monitor students for periods exceeding fifteen (15) minutes. Monitoring of students is a recognized duty of aides; however, the Board will provide meaningful supervision (teacher or certificated person in the classroom/building) in all cases. Whenever an aide is required to remain with students after school beyond the employee's regular scheduled work day s/he will be paid at their hourly rate of pay for all time worked.
3. Health Aides shall be assigned to provide assistance and/or service to students with physical disabilities which require one-on-one service and assistance which is not a part of the everyday aide's job. No listing of physical disabilities which require special assistance can be complete, however, such a listing would include: catheterization; tracheal device monitoring and/or cleaning; closed-head injury monitoring, movement; oxygen-support monitoring, etc. It is not intended that any of the regular existing aide responsibilities will be defined as health aide duties...among these regular duties are assisting in feeding, physical movement, toileting, diapering and other similar acts of service. Health Aides will be given the training and/or coaching needed to enable them to provide appropriate services for students. In the event of unforeseen complications in health aide duties or assignments, the Board will discuss courses of action with the Union, however, the Board reserves the right to make final decisions.

### **C. English Language Learner (ELL) Paraprofessionals**

The District shall provide health insurance coverage for no more than ten (10) ELL Paraprofessionals, provided they work at least 6.75 hours per day. The following factors will be considered in determining placement:

1. The specific language requirements of the student body
2. NCLB requirements

When all other factors are equal among candidates, seniority will prevail.

**ARTICLE VIII (continued)**

**D. Allocation of Clerical Personnel to Buildings**

1. Subject to the facilities and the financial resources of the District, the following allocation of clerical personnel will be made to the school buildings:

a. **Elementary:**

One full-time secretary for the building principal. In addition, clerical assistance as follows:

0 - 500 students - ½ clerk  
501 - 850 students - 1 clerk  
851 - and above - +½ clerk

b. **Middle School:**

One full-time secretary for the building principal. In addition, clerical assistance as follows:

1 - secretary to each assistant principal  
½ - general office clerk for 600 or more students  
1 - counseling clerk

c. **High School:**

One full-time secretary for the building principal. In addition, clerical assistance as follows:

1 - bookkeeper  
1 - secretary to each assistant principal  
1 - counseling clerk (per 4 counselors)  
1 - media clerk  
1 - school office clerk

For school openings and for new school openings, additional help will be provided on request and approval.

**ARTICLE VIII (continued)**

2. **Co-op Students\***

Subject to their availability and the finances of the District, co-op clerical students may be assigned as follows on a half-day basis:

- Elementary - one co-op
- Middle School - two co-ops
- High School - three co-ops, plus others for special areas such as T & I Coordinator

The principal may, subject to the approval of her/his director, substitute other staff for co-op students based on the availability of personnel and the responsibilities involved, equating approximately one-half time adult to two-half day co-ops.

\* Applicable only if the co-op program is fully restored. Should partial restoration be initiated, allocation of co-op students will be determined by the Board of Education.

**E. Health Protection**

The District shall provide upon request appropriate disposal containers, gloves and the hepatitis "B" vaccinations to those bargaining unit members who routinely have direct exposure to students who are unable to control bodily functions (i.e. blood, saliva, incontinence, etc.).

**ARTICLE IX SENIORITY**

**Section A - Probation**

All new personnel shall serve a forty-five (45) consecutive work day probationary period. Any less than twelve (12) month employee hired near the end of the school year shall have her/his probationary period extended so as to fulfill the forty-five (45) day probationary period.

Probationary periods may be extended by mutual agreement between the Union and the School Board. New employees, while in their probationary period, may be terminated without recourse to the grievance procedure. They shall be represented by the Union for all purposes under this Agreement during the probationary period except that no protest may be entered against termination during said probationary period.

## **ARTICLE IX (continued)**

### **Section B - Date of Seniority and Seniority Lists**

The seniority of all employees shall commence with the date of permanent hire by the Warren Consolidated Schools. The Union shall be furnished with a list by February 1, setting forth in the order of their seniority each employee's name, seniority number, effective hiring date, classification, and location. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to last name at time of hire. The Union will be provided with a list of new hires with locations, terminations and other changes as they occur.

The Union will designate in writing to the Personnel Office by May 1st of each year the person to whom the list of new hires, terminations, and other changes are to be sent. The School Board agrees to submit these notices to the single designated officer of the Union for the distribution to whomever the Union deems appropriate.

The Union will be provided with a list of all bids, transfers, promotions, letters of commendation, reprimands and discipline and/or all other changes of status of employees in the Bargaining Unit with the exception of bid forms. The Personnel Department shall note on the bid forms the name of the successful bidder for position and the bid forms shall be sent immediately to the designated Union representative.

The caregivers shall have on-site seniority, i.e., an opening shall be filled from within the building first. If not filled, the vacant position shall then be posted to all caregivers, following the procedure outlined in the Master Agreement.

The District seniority of the caregivers shall commence with their initial date of hire with the District.

The seniority date of the caregivers for the purpose of bumping and bidding within their group only shall commence with their initial date of hire with the District, effective immediately.

### **Section C - Loss of Seniority**

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

1. If the employee quits.
2. If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.

## **ARTICLE IX – Section C (continued)**

3. If the employee is absent for three (3) consecutive working days without notifying the employer and fails to give explanation for the absence and lack of notice which is satisfactory to the School Board.
4. If the employee fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
5. If the employee overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the School Board and/or fails to give explanation satisfactory to the School Board.
6. If the employee is on layoff for a period of two (2) years from date of layoff.
7. If an employee is on a disability leave for a period of three (3) years.

## **Section D - Transfer and Promotions In/Out of the Bargaining Unit**

1. An employee who transfers or who is promoted to a position under the employer not included in the Bargaining Unit shall have her/his accumulated seniority frozen as of the day s/he leaves the unit. The time spent out of the Bargaining Unit will not be counted toward seniority within the unit.
2. Those employees who leave the Bargaining Unit but still remain employees of the Board of Education and who re-enter the Bargaining Unit shall have total years of service with the Board of Education counted as the base in determining salary placement and vacation.
3. **Transfer To/From Exempt Clerical Position**
  - a. Local 1815 employees moving into an exempt clerical position with the Warren Consolidated School District shall be granted full credit for years of service in determining placement on the salary schedule including vacation, fringe benefits and longevity payments.
  - b. Exempt clerical employees moving into a position with Local 1815 shall be granted full credit for years of service in determining placement on the salary schedule including vacation, fringe benefits and longevity payments.

## **ARTICLE IX – Section D (3) (continued)**

- c. Local 1815 employees moving into an exempt clerical position with the Warren Consolidated School District shall be placed at the bottom of the seniority list of the exempt clerical group.
- d. Exempt clerical employees moving into an 1815 position shall be placed at the bottom of the Local 1815 seniority list.
- e. Local 1815 employees moving into an exempt clerical position with the Warren Consolidated School District shall at her/his option during the trial period in the exempt secretarial group, return to her/his former position and location and pay rate without loss of status or seniority.
- f. In case of a layoff in the exempt secretarial unit, an employee returning to Local 1815 shall have the right to exercise her/his Bargaining Unit seniority and bump the least senior employee in the same classification and division held prior to leaving the Bargaining Unit.
- g. Article IX. Section D only applies to those employees hired in on or before September 30, 2008.

### **Section E - Protected Seniority**

Preferential seniority against layoffs shall be granted to the President, Chief-Steward/Vice-President, the Stewards for elementary schools, secondary schools, teacher aides, central office, service center, bilingual aides/tutors, security guards, and caregivers providing they have the qualifications. Preferential seniority will be extended to a maximum of ten (10) individuals.

### **Section F - Temporary Assignment**

Employees normally assigned to specific locations may expect to continue such assignments except in instances where the School Administration determines that reassignments are required to fulfill the objective of overall efficiency of operations. An employee who is reassigned will suffer no loss of pay. The Union shall be notified prior to such reassignments. Temporary reassignments shall not exceed sixty (60) calendar days.

## **ARTICLE IX (continued)**

### **Section G - Vacancies**

#### **1. Postings, Bidding and Testing**

- a. Vacancies will be posted for a period of five (5) working days during which time any employee who desires the position may apply by bid. Each posting will set forth the position, including the work area, classification, location and number of hours to be worked and will define the qualifications required for the position. Qualifications shall relate to the specific position.
- b. Except for unusual circumstances posted positions will be filled within fifteen (15) working days for internal candidates and twenty-five (25) working days for external candidates. Working days shall begin from the date the position is vacated or created.

In those cases where the employee is not placed within five (5) days from the date the position is accepted, the employee shall be paid the wage for the new position unless it is a reduction in wages in which case the employee shall suffer no loss in pay.

If a position is posted in advance of date vacated or created, the fifteen (15) days will start from date of posting.

- c. The Board will provide an opportunity for testing on a quarterly basis. The Board shall provide ongoing access for established and new training modules.
- d. When an employee or laid-off employee is the senior bidder for a position and she/he does not have the new qualifications on record, then she/he may request testing for six (6) months from the date the new qualifications are established.

#### **2. Filling Vacancies**

##### **a. Promotion**

- 1) Promotion is the change in jobs to one of a higher class and rate of pay.
- 2) The most senior qualified employee in the current classification within the same employment category making application shall be transferred to fill the vacant or newly created position. The Human Resources Department shall determine the qualifications of candidates.

## **ARTICLE IX (continued)**

- 3) If there are no bidders within the same category/classification, then those bidders who are qualified and who have satisfactory work records shall be placed on the basis of seniority in the bargaining unit as specified in Section G., 1a, above. The Human Resources Department shall determine the qualifications of candidates.

### **b. Lateral Transfers**

- 1) Transfer shall be defined as the movement from one location or department to another with no change in pay or classification.
- 2) Satisfactory performance and qualification are requisite for all lateral transfers unless otherwise mutually agreed between the parties. Those bidders who thus are qualified will be transferred on the basis of seniority in the Bargaining Unit.
- 3) Lateral transfers within category/classification shall be honored before transfers within classification, promotion, or demotion.
- 4) Lateral transfers within category/classification shall be limited to one (1) time within the remainder of the school year. Involuntary movement (bid meeting, layoffs) does not qualify as a lateral transfer.
- 5) A transfer to a higher classification by an employee who had been reclassified downward during the reclassification study shall be considered a lateral transfer. This shall apply up to and including the employee's former classification.

### **c. Demotion**

- 1) Acceptance of a position that carries a lower rate of pay constitutes a demotion.
- 2) Those employees who are qualified, have satisfactory work records and who bid for a position in a lower classification will be placed in such position on the basis of seniority in the Bargaining Unit.

## **ARTICLE IX (continued)**

### **3. Trial Period Conditions**

- a. When an employee has been selected from bidding for promotion, transfer or voluntary demotion, said employee shall begin a ten (10) work day trial period. In the event s/he is unable to perform the duties of the new job to her/his immediate supervisor's satisfaction, s/he shall be removed and returned to her/his former position and location. The vacancy shall then be filled by the next qualified candidate from the original posting. This trial period may be extended by the mutual consent of the Union and Board.
- b. During the trial period the employee may, at her/his option, return to her/his former position and location and pay rate without loss of status or seniority.
- c. An employee accepted from a posting, who accepts a promotion, lateral transfer, or demotion, but by her/his own choice does not begin or complete the trial period, cannot bid on additional postings for a period of 30 calendar days. The 30 calendar day period begins date position was officially accepted.

### **Section H - Evaluation**

One written evaluation will be made by the employee's immediate supervisor at the end of the probationary period, at the end of the first year of employment, and at least every two (2) years thereafter. At the discretion of the supervisor, a performance review may occur annually. The current job description shall serve as a guide for completing evaluations. Bargaining unit members shall be provided with the most current job description for his/her position. If job descriptions are changed, bargaining unit members shall be provided training in order to successfully perform the responsibilities of his/her position. Both the employee and the supervisor shall sign the evaluation. Signing of the evaluation by the employee does not necessarily denote agreement with the evaluation.

### **Section I - Replacement Wages**

When a vacancy occurs and the senior qualified employee in the next lower classification in the building/department is required to fill the vacancy that employee will be paid the higher wage. Vacations and leaves of absence less than 3 consecutive workdays do not qualify as vacancies. When an employee subs in his/her own building, he/she shall receive his/her own rate of pay.

## **ARTICLE X LAYOFF/REDUCTION IN HOURS/MONTHS**

- A. It is the intent of this procedure that no employee shall benefit through the layoff procedure.
- B. In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the School Board, the employees immediately affected may be laid off without regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall thereupon be regulated by seniority and qualifications.
- C. In the event that it becomes necessary to reduce the number of employees through layoff from employment then substitute, temporary and probationary employees will be laid off first.
- D. For layoff purposes, regular permanent twelve (12) month employees, regular permanent less than twelve (12) month employees, teacher aides, vocational aides and bilingual aides/tutors, building and grounds control and caregivers shall be considered as seven (7) separate divisions. Reduction in staff may take place in any one (1) or all seven (7) divisions.
- E. The layoff or reduction in hours/months of Bargaining Unit employees may be done by division, classification, and position with the least senior employees in the affected positions being laid off first.
- F. Employees affected by this reclassification will be grandfathered in to the new category/classification. Employees may make a lateral move within the category/class without requalifying for the new position. For the purposes of bidding, bumping, and pay, employees who were reduced in classification because of the reclassification study will retain their rights within their former classification.

An employee who was reduced in classification because of the reclassification study will have the right to exercise a bump up to and within the classification they were in before the reclassification. They must bump into the highest classification their seniority permits.

- G. In the event that a position is reduced in hours/months or fraction of hours/months, the affected employee shall have the right to bump as defined in this layoff procedure.
- H. The Board's contribution for insurance premiums, but excluding the earning of other benefits, for employees on layoff will continue for a period of ninety (90) calendar days from the date the layoff began.

## **ARTICLE X (continued)**

- I. Employees will be given a two (2) week notice prior to layoff or reduction in hours or months except as defined in Section B of this Article.
- J. In the event an employee is laid off, displaced or their previous position ends; and the previous position held becomes available within 30 calendar days the employee shall have the right, should she/he choose, to return to his/her former position.

## **ARTICLE XI RECALL**

- A. Employees laid off through this procedure as stated in this Section shall be maintained on a recall list for a period not to exceed two (2) calendar years from date of layoff.
- B. Recall shall be in like order of the employee's seniority to openings as they occur with like or less months/hours within the position classification (or to a lower classification) and division.
- C. Those employees who have been adversely affected by an involuntary reduction in hours/months or transfer to a lower position and classification shall be placed by seniority in the first position available, in the same division and classification which will afford them the same number of hours/months worked prior to the reduction of the work force.

In case of layoff or reduction of hours/months, the affected employees shall have 24 hours to accept or decline offered positions.

If an employee refuses to revert to the classification and/or the same number of hours/months worked prior to the reduction of the work force, the position s/he holds will be considered her/his permanent position.

- D. A posting will not be made for a position and classification in the division from which an employee has been laid off or displaced until all laid off or displaced employees from that position, classification and division have been recalled.
- E. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Personnel Office or a direct phone call to the laid off employee and shall require that the employee report for work within three (3) work days after the date of phone call, delivery or proof of non-delivery.

## **ARTICLE XI (continued)**

- F. An employee recalled from layoff to a lower position and classification in her/his division will maintain her/his original position, classification and division as vacancies occur to which her/his seniority entitles her/him.
- G. Any employee who refuses to return to a position with comparable classification, hours/months and/or shift to the one from which the employee was laid off, will be an automatic resignation.

Any employee who refuses to return to work when recalled to a position non-comparable in classification, hours/months and/or shift from which the employee was laid off shall be placed at the bottom of the recall list.

It is understood that the Board will not have to hire new employees or promote other employees as long as there are qualified Union members on the recall list.

## **ARTICLE XII GRIEVANCE PROCEDURE**

### **Section A - Violation, Misinterpretation, Misapplication of Provisions**

A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

### **Section B - Time Limits**

The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the School Board's last answer. In the event that the School Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the School Board's grace period for answering.

It is mutually understood and agreed that the parties recognize the importance of developing adequate representation at the lower steps of the grievance procedure.

## **ARTICLE XII (continued)**

The parties agree that whenever either side is of the opinion that a particular grievance is of such importance as to warrant the personal intervention of a higher level of representation at the Step 2 meeting, then upon notice to the other side, the President of the Local Union and the School Board's representatives may participate in the Step 2 meeting.

### **Section C - Time Limits, Work Days**

All specified time limits herein shall consist only of work days within that group classification.

### **Section D - Initiation of Grievance**

Each grievance shall have to be initiated within ten (10) days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within ten (10) days after the Union or the aggrieved becomes aware of the cause for complaint. Settlement of grievance initiated more than ten (10) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

The aggrieved employee will be given the right to attend meetings pertaining to her/his specific grievance. Should an employee attend a mutually scheduled grievance meeting during her/his regularly scheduled working hours, s/he will not lose pay except in cases of suspension or discharge.

If suspension or discharge is reversed through the grievance procedure and back wages are included in the settlement, the time spent by the grievant in attending the grievance meetings will become part of the settlement, however, the entire settlement will not exceed the wages the employee would have received if s/he had worked.

### **Section E - Notification by Employee**

Any employee having a complaint under the terms of this Agreement has an obligation to notify her/his immediate supervisor of the problem, and s/he will also notify her/his steward.

**Step 1** The aggrieved employee shall have the right to representation by a steward. When the Steward has been called by the aggrieved party, the Steward shall call her/his supervisor to inform her/him of the fact s/he is processing a potential grievance. Upon the Steward's arrival on the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the Steward. If, in the Steward's

## **ARTICLE XII (continued)**

opinion, proper cause for complaint exists, a meeting on the problem shall take place between the grievant and/or the Steward on the one hand, and the appropriate supervisor on the other.

Sufficient time will be allotted during working hours to provide for investigation and processing of the complaint.

In the event that the Union is dissatisfied with the result of the meeting with the appropriate supervisor on the matter, then the Union shall have the right to submit a written grievance on the complaint to the particular appropriate supervisor within ten (10) days after the aforementioned meeting. The appropriate supervisor or her/his representative shall thereupon have ten (10) days to respond to the grievance, in writing, setting forth her/his position on the matter.

### **Step 2**

If the grievance is not satisfactorily settled in the aforementioned manner, then the Union shall have the right to appeal the written decision of the appropriate supervisor or her/his representative within ten (10) days of receipt of said written answer. Such appeal shall be directed to the appropriate Department Head in charge of the employee group which includes the grievant with a copy to the Office of Human Resources. A meeting on the matter shall take place within five (5) days of the Department Head's receipt of the appeal. This Step 2 meeting shall be between the Chief Steward and the Steward on the one hand, and the appropriate Department Head, or her/his representative, who may be accompanied by others involved, on the other hand.

The Department Head or her/his representative shall render a written answer on the subject to the Union within ten (10) days after the occurrence of the Step 2 meeting.

### **Step 3**

In the event the grievance is not disposed of through Union acceptance of the Department Head's answer, the Union shall have the right to appeal the decision to the Office of Human Resources within ten (10) days after receipt of the Department Head's or her/his representative's written position on the issue. A meeting on the subject shall then take place within ten (10) days after receipt of the Union's appeal notice by the Office of Human Resources. This Step 3 meeting shall take place between the Chief Steward, the Union President and, when so designated, the Union Steward who will furnish pertinent information, a Council or International Representative of the Union on the one hand, and the

## **ARTICLE XII (continued)**

School Board's representatives, on the other hand. The School Board's representative shall render a written decision on the dispute to the Union within ten (10) days after the occurrence of said meeting.

**Step 4** If the dispute still remains unresolved after completion of the foregoing procedure and on the basis of the answer received from the Human Resources Department, the grievance may be submitted for final and binding arbitration in accordance with the following procedures:

- A. Within forty-five (45) days of the receipt of the Step 3 answer, AFSCME Council 25 shall confirm the intent to arbitrate in writing to the employer. If necessary, an extension of up to an additional fifteen (15) days shall be granted to the Union upon written request.
- B. The arbitrator shall be selected on a rotating basis from a permanent list of five (5) arbitrators mutually selected. Each of these arbitrators shall agree to follow the labor arbitration rules of the American Arbitration Association.
- C. The parties may agree, in writing, to hold an arbitration case in abeyance. An arbitration case not held in abeyance or where the parties have not attempted to select an arbitrator within one-hundred twenty (120) days of the Union's written intent to arbitrate will be declared abandoned at the termination date of the contract.

### **Section F - Arbitrator's Authority**

The arbitrator shall have no power or authority to add to, detract from, alter or modify the terms of this agreement; however, the parties agree that s/he has a right to grant a monetary award.

### **Section G - Cost of Arbitration**

Each party will bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator.

### **Section H - Discharge**

Notwithstanding the foregoing procedures for the processing of grievances, protests against the discharge of an employee shall automatically bypass the first two (2) steps of the procedure and be lodged at Step 3 for consideration, commencing at the School Board's representative's level, as provided. Step 3 meetings on discharge cases shall

## **ARTICLE XII (continued)**

take place within three (3) days after receipt by the School Board's representative of a protest against the discharge. The Union will be notified in writing of the discharge action and upon receipt of said notice the normal time limits will apply.

## **ARTICLE XIII COMPENSATION**

### **Section A - Salary Conditions**

1. The schedules of wages and classifications of employees covered by this Agreement shall be set forth in Schedule A-1, A-2, and B, which are attached to and incorporated in this Agreement.
2. Employees will be paid for all authorized time spent in the service of the employer.
3. Employees shall be responsible for keeping an accurate and true record of all time worked, which shall be submitted to the supervisor for endorsement for pay purposes.
4. Employees assigned to the second shift shall receive a fifteen cent (.15) shift differential in addition to their regular rate and employees assigned to the third shift shall receive a twenty cent (.20) shift differential in addition to their regular rate.
5. Current employees of the School District who would have received a reduction in their base rate based upon the reclassification study, shall not be reduced as long as they remain in their current position as listed in Schedule B. When the positions of such employees are vacated, persons filling such positions shall be paid at the appropriate classification rate as set forth in the new Schedules A-1 and A-2.
6. Payroll checks will be electronically direct deposited to the employee's designated financial institution. Bi-weekly payroll information will be available on-line for employee viewing. Training shall be provided to all Local 1815 members prior to implementation. Employees will have access to District computers to view/print payroll information. It is the expectation of the parties that viewing will be done during non-duty hours.

## **ARTICLE XIII (continued)**

### **Section B - Payroll Deductions**

It is the responsibility of the employee to certify in writing any deduction on the appropriate Payroll Department form for those deductions listed below:

1. U.S. Bonds
2. Union Dues
3. United Foundation
4. Insurance
5. Credit Union
6. Tax Deferred Annuities
7. P.E.O.P.L.E.

### **Section C - Board Paid Retirement**

The Board will pay the entire percentage on wages earned and paid to the Michigan Public School Employee's Retirement Fund in accordance with PA30, 1980 as amended by the Laws of Michigan. These contributions are not to be construed to include the employee's share of MIP contributions.

## **ARTICLE XIV COMPENSABLE LEAVE**

### **Section A - Definition**

Paid for leave time will be provided in order to protect the employee's income during periods of unavoidable absence. The Board's primary concern is for periods of personal illness; however, in appropriate circumstances compensable days for family illness, bereavement, emergencies and personal business constitute legitimate usage.

### **Section B - Accumulation**

Each employee shall be entitled to a sick leave accumulation at the rate of one day per month of employment and one additional day per year to be posted on her/his anniversary date. This sick leave accumulation shall be placed at the disposal of each employee on July 1st of each year. Unused sick leave left over at the end of the school year shall be accumulated to a maximum of two hundred (200) days for less than twelve (12) month employees and two hundred-sixty (260) days for twelve (12) month employees.

## **ARTICLE XIV (continued)**

Caregivers shall be entitled to a balance of three (3) sick days at the commencement of each school year plus carryover of any unused days from the previous year.

### **Section C - Cash Surrender**

Upon the death of an employee, her/his retirement under the Michigan School Employees' Retirement Act, Social Security or severance after ten (10) years of service, the accumulated sick leave to her/his credit shall have a cash surrender value of fifty percent (50%) of her/his current salary rate.

### **Section D - Use of Leave Days**

Sick leave may be used, in accordance with the schedule specified herein for personal or family illness, bereavement, emergencies and personal business. For all absences the employee is required to notify the School Administration upon first knowledge of the necessity for the absence. It is agreed that the use of leave days will be strictly confined to the legitimate purposes specified in the schedule which follows immediately:

- 1. Personal Illness:** Bonafide physical incapacity to report for and discharge duties to the extent of unused days credited. It is understood that an employee may be required to provide a physician's certificate in cases of illness. In all cases a physician's statement will be required if the absence lasts five (5) consecutive work days or more.
- 2. Family Illness:** Bonafide pressing need due to illness of an employee's spouse, children or parents. It is understood that an employee may be required to provide a physician's certificate in case of illness. In all cases, a physician's statement will be required if the absence lasts five (5) consecutive works days or more.
- 3. Bereavement:** The amount of days which may be approved will depend upon the circumstances and/or travel involved. Leave, when required, may be granted.

Leave for three (3) days in town and five (5) days out of town will be granted in the event of the death of an employee's immediate family, i.e., employee's spouse, children, parents, spouse's parents, siblings and grandparents. The supervisor may grant days for other family members, as deemed appropriate. These days will not be deducted from the employee's leave bank.

## **ARTICLE XIV (continued)**

- 4. Personal Business:** Up to three (3) days per year from the annual allotment may be allowed for personal business. Personal business, in all cases except unforeseen emergency, requires at least two (2) days advance written (email, note, etc.) notice to the immediate supervisor.

In the event that the service of an employee is interrupted by reason of discharge, termination, suspension, or leave and said employee has utilized more sick leave days than have been accumulated on the monthly basis, then the value of the excess paid-for leave days shall be deducted from the last paycheck due the employee at the time of interruption.

### **Section E - Workers' Compensation**

Workers' Compensation shall be provided as specified by law. In addition, the Board will pay the difference between the amount paid by the Workers' Compensation Insurance and the employee's regular salary, on a straight-time basis, and will charge her/his sick leave accumulation proportionately for a period equivalent to the nearest half day. In no case will Board assistance extend beyond the employee's sick leave accumulation.

When an employee is released to return to work after having been absent on a Workers' Compensation disability, s/he will be reinstated to the classification and location held prior to her/his injury provided:

- a. The Workers' Compensation doctor has released her/him to return to her/his regular position with no job restrictions or limitation; and
- b. S/he returns to work within one (1) year of the date of disability from the Workers' Compensation injury.

Should s/he be unable to return to work within the one (1) year period, then upon the release of her/his physician, s/he shall be placed for immediate assignment in the first position for which s/he is qualified and which is commensurate with that which would be held had the leave not intervened.

In case an employee who suffered an on the job injury is released to return to work but is not able to assume her/his former position, placement will be made to an assignment established in the Bargaining Unit for which s/he is qualified contingent on the employee's limitation.

**ARTICLE XIV – Section E (continued)**

In all cases, if necessary to provide an opening, the employee with the least seniority holding such a position will be bumped.

**Section F - Jury Duty**

An employee who is absent because s/he is performing jury duty shall be paid the difference, if any, between her/his regular salary and the remuneration s/he receives as a juror, for a period not to exceed thirty (30) calendar days in any year. It is incumbent on the employee to present to the School Administration the statement of her/his jury earnings for that thirty (30) day period.

**Section G - Union Convention Attendance**

Compensable leave for a maximum of three (3) individuals will be granted for a maximum of five (5) days per person for the purpose of attending the International Union Convention in the convention year.

**ARTICLE XV HOLIDAYS**

**Section A - Holidays**

The following days shall be celebrated as paid holidays:

- |   |                               |
|---|-------------------------------|
| Good Friday                                     | Labor Day                     |
| Easter Monday                                   | Thanksgiving Day              |
| The four (4) days                               | Friday following Thanksgiving |
| following Easter                                | Day before Christmas          |
| Monday (less than 12                            | Week days between Christmas   |
| month employees only)*                          | and New Year’s Day,           |
| Memorial Day                                    | inclusive of Christmas and    |
| Independence Day                                | New Year's Day                |
| Martin Luther King Day (Effective July 1, 2003) |                               |

Friday before Memorial Day (for 2009-2010 school year only)

Mid-Winter Break as per teacher's schedule  
(Less than 12 month employees only)

**ARTICLE XV – Section A (continued)**

Caregivers will receive the following holidays:

Christmas Day  
Thanksgiving Day  
New Year’s Day

Effective July 1, 1999 =  
Effective July 1, 2002 =  
Effective July 1, 2003 =

Friday following Thanksgiving  
Memorial Day  
Martin Luther King Day

Friday before Memorial Day (for 2009-2010 school year only)

\*If the above paid holidays become student school days, the employee may:

1. Take compensable days with the approval of the Director of Personnel, which approval shall not be unreasonably withheld.
2. Receive payment in lieu of compensable days.

**Section B - Holiday Definition**

When one of the above enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday shall be deemed the holiday.

If an employee is required to work on any of the above enumerated holidays s/he will receive her/his holiday pay plus double time for all hours worked.

**Section C - Holiday Pay**

In order to qualify for holiday pay, an employee must have attained seniority and must have worked the last regularly scheduled work day before and the first regularly scheduled work day after each holiday. An employee who has been off the day before or after a holiday due to personal illness or who is on approved compensable leave, or approved vacation, shall have these days counted as days worked.

During holiday recess periods such as Christmas and Easter, employees will be assigned to their regular locations. Should there be no other District employee working in that facility, the employee will be reassigned to another location.

## **ARTICLE XV- Section C (continued)**

Those employees who wish to take a non-compensable leave during the recess period must complete the required form and have it in the Personnel Office two (2) weeks prior to the date the leave is to start. Those employees taking non-compensable leave must work the last regularly scheduled day before and the first scheduled work day after the holiday recess in order to qualify for holiday pay.

### **Section D - Holiday Pay Date**

If a payday falls on a holiday the employees will receive their paychecks prior to the holiday.

## **ARTICLE XVI VACATIONS**

Vacations will be granted to regular twelve (12) month employees, with the exception of Caregivers. Normally, vacations will be taken during the months which do not interfere with the efficiency of the operation of the District.

### **Section A - Vacation Earning**

Ten month employees entering twelve (12) month positions will have vacations prorated in the same manner that all new twelve (12) month employee vacations are computed. After the first anniversary date of twelve (12) month employment the employee's original district seniority date will be used to compute vacation time in accordance with the formula set forth below in Section A-1.

1. An employee will be entitled to five (5) days vacation upon completion of the first year of service. However, during the first year such an employee will be allowed to take vacation time after July 1, based upon the pro rated vacation earned by computing the time from the original hiring date and the following July 1.
2. An employee will be entitled to ten (10) days vacation upon completion of two (2) years of service. However, during the second year such an employee will be entitled to the first five (5) days earned from the previous year plus the prorated time from the original hiring date and the following July 1.
3. An employee will be entitled to fifteen (15) days vacation upon completion of five (5) years of service. However, during the fifth (5th) year such an employee will be entitled to the first ten (10) days earned from the previous year plus the pro rated time from the original hiring date and the following July 1.

**ARTICLE XVI – Section A (continued)**

- 4. Additional days vacation will be earned for each year of service as specified below:  

Eight (8) years	=	Sixteen (16) days
Eleven (11) years	=	Eighteen (18) days
Thirteen (13) years to		
Nineteen (19) years	=	Twenty (20) days
  
- 5. An employee who has completed twenty (20) years of service will be entitled to five (5) weeks vacation with pay. However, during the twentieth (20th) year such an employee will be entitled to the four (4) weeks vacation earned by virtue of service during a previous year plus the pro rated portion of the fifth (5th) week in accordance with the formula set forth above in Section A-1.
  
- 6. An employee who is laid off or retired will receive any unused vacation credit. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from her/his vacation for the following year.
  
- 7. An employee who terminates her/his employment with proper notice (two weeks) and in good standing, will receive a proration of her/his earned vacation pay.

**Section B - Vacation Conditions**

- 1. Employees shall not be entitled to take any pro-rated vacation until they have completed their probationary period.
  
- 2. When a contract holiday falls within an employee's vacation period, said employee shall not be charged a vacation day for the holiday.
  
- 3. During non-compensable leaves other than sick leaves of absence up to one (1) year employees will not accumulate vacation credits.
  
- 4. An employee will be paid earned vacation monies in advance provided the request is made two (2) weeks prior to the vacation period.

## **ARTICLE XVII INSURANCE COVERAGES**

The insurance plans adopted by the Board of Education cover hospital-medical, short-term disability wage replacement, group life, accidental death and dismemberment, vision, dental, and long-term disability. Caregivers are excluded from the coverages provided in Sections A. through F., with the exception of Section A4 and Section C.

The Board of Education agrees to continue these coverages throughout the term of this Agreement. To implement these coverages the Board agrees to pay for each subscriber on the following basis:

### **Section A - Blue Cross-Blue Shield PPO/HMO: (Or a Comparable plan)**

1. BCBSM (OR COMPARABLE) PPO PLAN\*

Office Visit co-pay \$15.00

In-network Deductible \$100 Single/\$200 Family

Emergency Room co-pay \$50.00

Urgent Care co-pay \$15.00

PRESCRIPTION PLAN WILL BE PROVIDED to include a \$10.00 co-pay (generic) and \$15.00 co-pay (brand). Lifestyle drugs which are cosmetic or performance enhancement shall not be included in coverage, unless medically necessary.

HEALTH ALLIANCE PLAN (HAP) (OR COMPARABLE) HMO PLAN\*

Office Visit co-pay \$15.00

Emergency Room co-pay \$50.00

Urgent Care co-pay \$30.00

PRESCRIPTION PLAN WILL BE PROVIDED to include a \$10.00 co-pay (generic) and \$15.00 co-pay (brand). Lifestyle drugs which are cosmetic or performance enhancement shall not be included in coverage unless medically necessary.

\* Full-time Bilingual Aides/Tutors are not eligible for this plan

BLUE CARE NETWORK (BCN) (OR COMPARABLE) HMO PLAN

(Full-time Bilingual Aides/Tutors Only)

Employee Contribution: Single \$35, 2 Person \$60, Family \$75

Office Visit co-pay \$15.00

Emergency Room co-pay \$50.00

Urgent Care co-pay \$50.00

PRESCRIPTION PLAN WILL BE PROVIDED to include a \$7.00 co-pay (generic) and \$15.00 preferred, \$30.00 non-preferred. Lifestyle drugs which are cosmetic or performance enhancement shall not be included in coverage unless medically necessary.

**ARTICLE XVII – Section A (continued)**

Effective Date of Coverage

Enrollment in the BCBS PPO, and changes to the BCVS Traditional Plan and the Health Alliance Plan HMO will be effective beginning with the 2003/2004 open enrollment period..

**Full Time**

(either 10 month or 12 month employees working 6 or more hours per day, 30 hours per week.)

Single Subscriber  
Employee & Spouse  
Employee & Family

Entire Amount  
Entire Amount  
Entire Amount

**Part Time**

(employees working 3 to 6 hours per day, 15 hours per week.)

Single Subscriber  
Employee & Spouse  
Employee & Family

1/2 Entire Amount  
1/2 Entire Amount  
1/2 Entire Amount

**2. Health Insurance Incentive Plan**

A \$85/month stipend will be provided by the Board to each full-time (6-8 hour) Bargaining Unit Member who does not carry health insurance. This option amount shall be \$15 for part-time members. This provision is subject to Federal tax law amendments. To elect this option, the employee shall:

- File a completed waiver form
- Provide satisfactory proof of health insurance through another plan

Only one (1) medical stipend will be provided per family to fund either the medical insurance coverage or the Health Insurance Incentive.

**3. Retiree Health Insurance**

The single subscriber premium for Blue Cross 65 or comparable insurance coverage will be paid by the Board after the employee's retirement until her/his death provided; 1) the employee has a minimum of five (5) years service with the District; 2) the employee is not eligible to retire under the Michigan Public Schools Employees' Retirement Act; and 3) the employee must be at least age 55, unless totally disabled and unable to work. If totally disabled and unable to work, age will not be a factor.

## **ARTICLE XVII (3) (continued)**

If the retiree's spouse has other group health care protection, then the employee will not be covered under the District's health coverage. It will be incumbent upon the employee to sign a statement certifying to this provision.

Retiree coverage under the regular Blue Cross-Blue Shield or Blue Cross 65 will include the \$2.00 deductible prescription rider for those employees who continue in the Warren Consolidated Schools' group. This provision is applicable only to those who retire after January 1, 1980.

Present and future employees who retire under the Michigan Public Schools Employees' Retirement Act will enroll immediately upon retirement in the state retirement system plan. The Board will reimburse the retiree for her/his own contribution to the state retirement system health care plan for a single subscriber or self and spouse coverage, whichever is appropriate. The Board's reimbursement for spouse will be to a maximum of \$100/month until the spouse's age 65 and \$50/month after spouse's age 65. However, if the employee's spouse has other group health care protection, then the District will not reimburse the employee for her/his cost to participate in the state retirement system plan. It will be incumbent upon the employee to sign a statement certifying to this provision.

### **4. Additional Benefits**

- A. Additional benefits may be purchased, such as sponsored dependent and family continuation, on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the employee (caregivers excluded).
- B. HAP/HMO benefits at a group rate shall be made available to caregivers. However, it is agreed the cost will be borne by the employee.
- C. (See Vision Insurance Section)

Full-time and Part-time Employees-Spectera In-Network (or comparable)  
(see Appendix B)

### **Section B – Group Benefits**

The following provisions reflect the coverage for Short-Term Disability Wage Replacement Benefits, Group Life, Accidental Death and Dismemberment Benefits.

## **ARTICLE XVII – Section B (continued)**

1. The Board will provide Short-Term Disability Wage Replacement Benefits. Every attempt will be made to insure that there is no interruption of compensation provided the employee processes a legitimate claim in a timely fashion.
  - a. Employees working a minimum of three (3) hours per day, fifteen (15) hours per week, will receive wage replacement benefits as follows:

Benefits will be payable:

    - 1) First (1<sup>st</sup>) day of an accident
    - 2) First (1<sup>st</sup>) day of hospital confinement or outpatient surgery
    - 3) Fifteenth (15<sup>th</sup>) day of sickness
    - 4) For a maximum duration of twenty-six (26) weeks.
  - b. These benefits will be payable at the rate of sixty percent (60%) of weekly earnings (including longevity and/or shift differential if applicable) not to exceed \$750.00 per week.
  - c. The disabled employee may elect to take one (1) of the three (3) following options with regard to disability benefits:
    - 1) S/he may draw salary from her/his sick leave bank reserves until s/he is eligible for Short-Term Disability Wage Replacement Benefits.
    - 2) S/he may totally deplete her/his sick leave reserves before starting her/his disability benefits.
    - 3) S/he may draw from her/his sick leave reserves the difference between the amount received under her/his Short-Term Disability Wage Replacement Benefit and her/his regular salary with accumulated sick leave days being deducted on the same ratio.
  - d. The Short-Term Disability Wage Replacement Benefits will not be available for employees who are not scheduled to work as in the case of summer vacation when there are no wages involved. However, an employee scheduled to return to work who is not able to return will be eligible for Short-Term Disability Wage Replacement Benefits. The parties agree that Short-Term Disability Benefits are wage replacement benefits not supplemental income benefits. Accordingly, no benefits will be paid during recess periods (e.g., summer recess, winter breaks, etc.) The combination of Short-Term Disability and sick leave benefits shall not exceed the number of weeks an employee is regularly scheduled to work.

## **ARTICLE XVII – Section B (continued)**

### **2. Group Life, Accidental Death & Dismemberment:**

These coverages will be provided on a twenty-four (24) hour basis, both on and off the job, including summer vacation. Each employee will be provided total coverage in the amount of two (2) times the annual Schedule A wages exclusive of overtime pay. Members of the bargaining unit may elect to take a maximum of \$50,000 of this benefit.

Employees who retire under the Michigan Public Schools Employees' Retirement Act will have \$2,000 of group life continued to age sixty-five (65) (Accidental Death and Dismemberment will be discontinued) at no cost to the employee. The retiree may convert coverage to an individual policy at the retiree's expense.

### **Section C - Vision Insurance**

The Board agrees to provide family vision insurance for each full-time and part-time employee.

Full-time and Part-time Employees – Spectera In-Network (or comparable) Vision Plan

### **Section D - Dental Insurance**

The School Board will provide a Family 85-85-85 Dental Insurance with an orthodontic rider to a maximum of \$1,700 (life time) for each 6-8 hour employee. An annual benefit maximum of \$1,500 per person applies.

### **Section E - Long Term Disability Benefit**

The School Board will provide each employee actively at work and working an average of at least six (6) hours per day for the preceding calendar month, with Long-Term Disability Insurance. The benefit shall be sixty percent (60%) of salary at time of disability, to maximum benefit of \$1,650 per month, shall commence after six (6) months of total disability for a maximum period of ten (10) years or age 70, which occurs first.

The employee may utilize unused sick leave to the extent of realizing seventy percent (70%) of her/his salary at the time of disability. Sick days so used would be deducted, to the extent of accumulated sick leave, from the employee's sick bank at whatever ratio is necessary to bring the total benefit up to seventy percent (70%) of the salary earned at time of disability.

## **ARTICLE XVII (continued)**

### **Section F**

It is recognized by the Board of Education and the Union that insurance policies contain standard exclusions and limitations. It is, therefore, expressly understood that the provisions of the insurance policies shall prevail.

Policies will be furnished to the Union upon contract ratification if not available, the Board will request same in writing with copy to the Union.

### **Section G**

Liability coverage and protection shall be the same as that for Board of Education Members.

### **Section H - Flexible Spending Account**

WCS sponsors a Flexible Spending Account (FSA) plan. An FSA is used to reimburse you (in "before-tax") dollars using payroll deduction for health care expense that are not covered by another benefit plan. The WCS annual benefit maximum is \$3,000. These dollars will be deducted by payroll and are generally not subject to Social Security Taxes (FICA), Federal or State tax.

## **DEPENDENT CARE ACCOUNT**

The Dependent Care Account (DCA) plan works like the Flexible Spending Account, except you use the DCA to pay (with "before-tax" dollars) eligible child and/or elder daycare expenses. Eligible expenses include daycare expenses you incur while you (and your spouse, if you are married) work. The annual benefit maximum is \$5,000.

Effective the 2006/07 open enrollment period, all full-time employees will receive a \$400 employer-funded contribution to either the FSA or the DCA.

Effective the 2006/07 open enrollment period, all part-time employees who are paying 50% of their premium for health insurance will also be eligible to receive a \$400 employer-funded contribution to either the FSA or the DCA.

## **ARTICLE XVIII – NON-COMPENSABLE LEAVE**

Leaves without pay will be granted in accordance with the specified provisions for each type of leave as hereinafter provided: Military service, physical incapacity (including maternity), family care, personal business, and for the purpose of Union representation. All leaves shall be for a definite period and with a specific termination date. Except for

## **ARTICLE XVIII (continued)**

physical incapacity (including maternity) and military service, no leaves shall exceed one (1) year, unless provided for elsewhere in the contract. Employees granted non-compensable leaves shall be required to report for duty upon the expiration of said leave or employment status will be terminated.

### **Section A - Military**

Leaves for military service and return to work from military leave shall be governed by the appropriate statutes.

### **Section B - Physical Incapacity (Including Maternity)**

Employees who are placed on a physical incapacity leave shall, upon the effective date of a physician's release, be placed back to the position and building they had occupied before the leave occurred. This provision will prevail for a period of not more than six (6) months; after six (6) months, the employee will exercise her/his seniority to bump the least senior employee in the position and classification which s/he held at the time the physical incapacity leave was initiated.

### **Section C - Family Care Leave**

Leaves for family care shall be granted for a period not to exceed one (1) calendar year; however, leave may be extended for one (1) additional year with the approval of the Superintendent.

Employees who have been granted a family care leave and return within sixty (60) days, shall be placed back to their position and building they had before the leave occurred. Employees who are on approved family care leave in excess of sixty (60) days will exercise her/his seniority to bump the least senior employee in the position and classification which s/he held at the time the family care leave was initiated. After one (1) year the employee shall assume the first vacant position for which s/he is qualified. The Family and Medical Leave Act benefits shall run concurrent with the family care leave benefit.

### **Section D - Personal Business**

Leaves for personal business shall be granted for a period not to exceed one (1) calendar year.

Employees who have been granted a personal leave and return to work within sixty (60) calendar days, shall be placed back to their position and building they had before the leave occurred. Employees who are on approved personal business leave in excess

## **ARTICLE XVIII (continued)**

of sixty (60) calendar days and return prior to six (6) months, will exercise her/his seniority to bump the least senior employee in the position and classification which s/he held at the time the personal business leave was initiated. After six (6) months the employee shall assume the first vacant position for which s/he is qualified.

Personal leaves shall not be granted to individuals for the purpose of accepting compensable employment elsewhere during the time frame that the employee is normally scheduled to work.

### **Section E - Union Representation**

1. Upon prior approval, leave for a maximum of thirty (30) days per year may be granted to Union members for the purpose of attending Union conventions or conferences. Employees shall suffer no loss of pay, however, the Board shall be reimbursed by the Union.
2. Leaves for the period of one (1) year shall be granted employees for the purpose of holding full-time elective or appointed office with the Union representing this Bargaining Unit. This leave may be renewed three (3) times.
3. Seniority will be broken if a certified request for leave renewal is not made as herein provided and the affected employee fails to report for duty at the expiration of the approved leave and also if the employee granted the leave resigns or is severed from the representation position and does not promptly apply for reinstatement.
4. Upon termination of the leave the employee shall return to the position s/he held before the leave occurred. However, if such position is not available, s/he will exercise her/his seniority and remove the least senior employee holding such a position.

### **Section F - Leave Benefits**

1. The Board's contribution for insurance and other fringe benefits, including the earnings of holidays, vacation days, and leave days, for employees on physical incapacity leave (including maternity), long-term disability and workers' compensation, will continue for a period of one (1) year from the date the leave began.
2. The Board's contribution for insurance benefits, but excluding the earning of other benefits for employees on family care leave will continue for a period of sixty (60) days from the date the leave began. In the event the employee

## **ARTICLE XVIII (continued)**

qualifies for a family care leave pursuant to the Family Medical Leave Act (FMLA), health care coverage will be maintained by the Board as defined by FMLA.

3. The Board's contribution for insurance benefits, but excluding the earning of other benefits, for employees on personal business leave will continue until the end of the last month in which the employee worked and one (1) additional month.
4. The Board's contribution for fringe benefits for those employees on a Union representation leave shall be terminated at the end of the last month in which the employee worked.
5. For placement on the salary schedule, employees on a physical incapacity (including maternity) leave shall receive full credit for leave time up to one (1) year. Those employees on family care leave shall receive credit for leave up to sixty (60) days. Employees on all other non-compensable leaves, except for those on leave for Union representation and military service, shall receive credit for leave time up to sixty (60) days. Those employees on military leave shall receive credit as provided for in the appropriate statutes. Employees on leave for Union representation shall receive no credit for leave time.
6. Those employees who are placed on non-compensable leave of absence other than for military service will have the option to continue Blue Cross-Blue Shield coverage at the group rate for a period of one (1) year, by paying monthly premiums directly to Warren Consolidated Schools.

## **ARTICLE XIX MISCELLANEOUS**

### **Section A - Financial Information**

The School Administration agrees to furnish the Union, upon reasonable request, the Board financial reports necessary and pertinent to the purpose of collective bargaining.

### **Section B - Tuberculin Test**

The Board will require, as a condition of continuing employment, that each member of the Bargaining Unit, who is required by law, to present a physician's current statement or a copy of a recent health department report declaring that her/his lungs are free from tuberculosis to the Personnel Department once every three (3) years. For the purpose of satisfying the requirements of this clause, the Board will, on specified dates, provide the tuberculin skin test at specified locations within the District.

## **ARTICLE XIX - MISCELLANEOUS (continued)**

The Board will provide a chest x-ray to those employees who have positive tuberculin tests; however, it will be incumbent upon the employee to prove that an x-ray is required. The Board shall determine the location where x-rays will be taken. Any employee preferring an x-ray to a skin test may do so at her/his own expense.

### **Section C - Challenge of Physician's Report**

As stated in Article XIV, Section E, "Workers' Compensation shall be provided as specified by law;" therefore, if a dispute arises wherein the employee disagrees with a physician's report, s/he shall exercise all of her/his rights available to her/him under the Michigan Workers' Compensation Law.

In the event a report of an employee's attending or examining physician is challenged by the School Board or if the Union challenges the report of the School Board doctor's examination, then the procedure shown below shall be followed:

1. The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice at the protesting party's expense.
2. If the reports of the two examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the differences.
3. In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and instead the affected employee shall be examined at the equally shared cost of the School Board and Union by an appropriate specialist in the area of controversy by a physician, or at a medical facility, mutually agreeable to all parties. If this provision is invoked a letter signed by both the Union and Administration will be sent to the physician, or medical facility, explaining the need for a third party examination.

### **Section D - Staff Facilities**

The School Board policy will be to provide adequate parking and lavatory facilities apart from student facilities and a place away from the work area for lunch and coffee breaks.

## **ARTICLE XIX (continued)**

### **Section E - Bargaining Unit Work**

Supervisory employees or other employees shall not perform routine work normally and regularly performed by members of the Bargaining Unit except to an incidental extent or for purposes of instruction or to assist in emergencies.

### **Section F - New, Additional and Revised Positions**

The School Board will have the right to establish new positions and revise existing positions in the Bargaining Unit as may be required. Administration shall notify the Union upon the creation or revision of positions. Upon request, the School Board shall negotiate the wage rate for any new positions in the Bargaining Unit.

### **Section G - Job Posting**

The School Board will provide all Union members with notices of postings including exempt positions. Summer postings will be provided to all buildings in operation and announced on the summer job posting Hot Line.

### **Section H - Inclement Weather, Other Conditions**

On any day when school sessions are scheduled but that schedule is cancelled by the Superintendent due to weather or other conditions and this official closing is announced on Radio Station WJR, then the following provisions for employees' pay will prevail:

1. If the announcement states that schools are closed, employees are not to report, employees will receive full pay for their normal day's work. If an employee is customarily scheduled to work four (4) hours, the employee would be paid for four (4) hours.
2. If the announcement states that school(s) are closed and employee(s) are to report, then employee(s) must report. If an employee(s) is unable to report, s/he shall be paid for such absence provided s/he has unused compensable days available against which her/his absence can be charged.

An exception to the above is a day when it is determined too cold for students to report to school, but the District announcement states that teachers and clerical personnel are to report for work. In such a circumstance bargaining unit personnel will report to work and be paid only regular wages. If an employee(s) is unable to report to work s/he may use leave days, if available, pursuant to provision two (2.), Paragraph one.

## **ARTICLE XIX (continued)**

3. Should an employee(s) be called into work on a day when schools are closed and employee(s) are not to report the employee(s) will receive full pay for his/her normal day's work pursuant to provision one (1.), plus an additional time and one half (1 & 1/2) for all hours actually worked on that day(s).

By way of example, an employee called into work on a day schools are closed and employees are not to report, would be paid for his/ her customary work day pursuant to provision one (1.) - as are all employees - plus an additional time and one half for all hours actually worked. If the employee was a regularly scheduled eight (8) hour employee and was called into work for four (4) hours - the employee would be paid (8) hours as would all employees who did not work - and time and one-half (1 1/2) for the four (4) hours actually worked by the employee called into work.

4. When conditions demand that a building be evacuated, Union personnel shall also be evacuated. When conditions demand that students and staff be dismissed, employees shall also be dismissed with no loss of pay.

When conditions demand that students and staff be dismissed District-wide, employees in Central Office and the Service Centers will also be dismissed without loss of pay.

### **Section I - Substitutes**

1. Substitutes may be used for peak load and vacation relief help. When the School Board employs peak load help in excess of forty five (45) consecutive work days, or ninety (90) days in total during a school year (July 1 to June 30), said employees will be required to comply with Article II of this Agreement.
2. Substitutes replacing employees on approved leave will not require compliance with Article II of this Agreement.

### **Section J - Union Activity**

The Union shall have access to the inter-school mailing system and, at locations where more than one (1) employee is assigned, space will be provided for posting of notices of Union meetings, elections and personal notices such as announcements of deaths and births.

It is mutually understood and agreed that Union activity on the school premises during the employees' working hours shall be prohibited except those activities pertinent to the grievance procedure and negotiations.

## **ARTICLE XIX (continued)**

The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance and without incurring additional cost to the School District. Union use of school business equipment will be permitted provided that:

1. Request is made and approved and the use is strictly to service the legitimate business needs of the Union, such as the duplication of records, notices, correspondence, etc.
2. The purpose is for internal business use of the Union, and is not for public distribution.
3. Supplies in connection with such equipment use will be furnished or paid for by the Union.

### **Section K - Education/Tuition Reimbursement**

Bargaining unit members may be provided training related to job responsibilities if the employee's supervisor deems it beneficial and provides approval. The cost of the class will be borne by the District, however employees shall not be compensated for training conducted beyond normal work hours. Enrollment in such training is voluntary and is intended to be enriching in nature.

### **Section L - Board Policies and Guidelines**

The Board of Education's Policies and Guidelines are electronically available and maintained on the District's website. Employees have an obligation to be aware of Board of Education policies and guidelines. The District shall inform employees of new policies and guidelines, after which, the policies and guidelines will be posted on the District's website. Access to a computer, shall be provided upon request by the employee.

### **Section M – Letters of Understanding**

Upon ratification of the successor agreement to the 1999-2005 Agreement, all then existing Letters of Understanding shall become null and void and no longer have any effect.

## **ARTICLE XX DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2008 and shall continue in full force and effect until June 30, 2011. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change this Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to June 30, 2011. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely reopening, the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or modify, amend, add to, subtract from, or change this Agreement as requested.

In the event that neither side serves upon the other a timely notice of desire to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until June 30, 2012, which extension shall be subject to the reopening and extension provisions set forth herein.

### **Schedule A**

2008-2009	1.0% retroactive to July 1, 2008 (FSA \$460)
2009-2010	1.0% (FSA \$530)
2010-2011	Wage & Health Care Opener

Retro-active payment for the 2008-2009 school year will be paid in a lump sum payment with a mutually agreed date, determined by the bargaining team.

**SCHEDULE A-2 - Effective July 1, 2008 - June 30, 2009**

2008-09	1.00%					
CLASS	START	1	2	3	4	5
A	14.88	16.33	16.92	17.49	18.15	18.87
B	15.74	17.09	17.72	18.40	18.98	19.66
C	16.27	17.72	18.40	18.98	19.65	20.40
D	16.88	18.40	18.98	19.66	20.40	20.96
E	17.72	19.30	19.96	20.59	21.20	21.86
F	18.89	20.48	21.16	21.83	22.38	23.03
H	21.35	23.43	24.30	25.16	26.01	26.70
L	9.81	10.11	10.41	10.62	10.94	11.26

**SCHEDULE A-2 - Effective July 1, 2009 - June 30, 2010**

2009-10	1.00%					
CLASS	START	1	2	3	4	5
A	15.03	16.50	17.09	17.67	18.33	19.06
B	15.89	17.26	17.89	18.59	19.17	19.86
C	16.43	17.89	18.59	19.17	19.85	20.61
D	17.05	18.59	19.17	19.86	20.61	21.17
E	17.89	19.49	20.16	20.8	21.41	22.07
F	19.08	20.69	21.37	22.04	22.61	23.26
G	20.55	22.41	23.13	23.86	24.57	25.31
H	21.56	23.67	24.54	25.41	26.27	26.97
L	9.91	10.21	10.52	10.72	11.05	11.37

Step raises are given on anniversary dates of hire unless qualified in Article XVIII, Section F of Non-Compensable Leaves.

Probationary employees are placed one class lower than job posting and advance to regular classification rate upon completion of the probationary period. Classification A & L probationers start at \$ .10 per hour less than the designated start rate.

Employees who complete seven (7) years shall receive an additional \$ .30 per hour.

Employees who complete ten (10) years shall receive an additional \$ .35 per hour.

Employees who complete fifteen (15) years shall receive an additional \$ .30 per hour.

Employees who complete twenty (20) years shall receive an additional \$ .10 per hour.

**SCHEDULE A (continued)**

Employees assigned to second shift shall receive a fifteen cent (.15) shift differential in addition to their regular rate and employees assigned to the third shift shall receive a twenty cent (.20) shift differential in addition to their regular rate.

Vocational Aides, formerly classified as Level VIII prior to January 1, 1980:

18.65    20.05    20.55    21.03    21.56    22.01

Child Care Premium – CPC \$ .25 per hour.

Caregiver Leader Premium - \$1.25 per hour.

**SCHEDULE B - Job Classifications**

SEE CLASSIFICATION CHART EFFECTIVE JULY 1, 2000

Future requests for classification changes will be submitted to the Human Resources Department and the Human Resources Department review will include the Union President, Vice-President and appropriate Steward/s.

**1815 - EMPLOYEES' HIRED AFTER 10-01-10  
2010-2011 WAGE REDUCTION**

<b>CLASS</b>	<b>START</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>A</b>	13.53	14.85	15.38	15.90	16.50	17.15
<b>B</b>	14.30	15.53	16.10	16.73	17.25	17.87
<b>C</b>	14.79	16.10	16.73	17.25	17.87	18.55
<b>D</b>	15.35	16.73	17.25	17.87	18.55	19.05
<b>E</b>	16.10	17.54	18.14	18.72	19.27	19.86
<b>F</b>	17.17	18.62	19.23	19.84	20.35	20.93
<b>G</b>	18.49	20.17	20.82	21.47	22.11	22.78
<b>H</b>	19.40	21.30	22.09	22.87	23.64	24.27
<b>L</b>	9.91	10.21	10.52	10.72	11.05	11.37

**SCHEDULE B**

	<b>CHILDCARE</b>	<b>CLERICAL</b>	<b>BUSINESS</b>
<b>A</b>	Locker Room Attendant/Aide Overload Teacher Aide Title I Aide/Paraprofessional <b>OPAC 70%</b>	Central Media Clerk  <b>OPAC 70% - 40 WPM</b>	
<b>B</b>	Security Guards  <b>OPAC 70%</b>	Curriculum Clerk Human Resources Clerk Locker Room Aide/Clerk (High School) School Media Clerk <b>OPAC 70% - 40 WPM</b>	
<b>C</b>	ELL Paraprofessional/Tutor Special Education Teacher Aide/Paraprofessional Vocational Education Paraprofessional  <b>OPAC 70%</b>	Community Education Office Clerk I Counseling Clerk (High School) School Office Clerk (Middle School) Operations Dept. Clerk Personnel Certification Clerk Student Affairs Clerk Support Services Specialist Textbook Clerk  <b>OPAC 70% - 50 WPM</b>	
<b>D</b>	Health Aide  <b>OPAC 70%</b>	Central Office Clerk(e.g. Maintenance) Community Education Office Clerk II Counseling Clerk (Middle School) Departmental Secretary (CPC, Special Ed., HR) School Office Clerk (Elem. & H.S.) Secretary to Assistant Principal Secretary to Health, PE, and Athletics Substitute Systems Clerk  <b>OPAC 70% - 60 WPM</b>	Accounting Clerk Cafeteria Clerk Cafeteria Accounts Payable Clerk Central Office Clerk (Bus. & Fin.) Payroll Clerk Purchasing Clerk School Bookkeeper Transportation Clerk  <b>OPAC 70% - 40 WPM</b>
<b>E</b>		Central Office Secretary (e.g. Special Ed.) Elementary Secretary Information Services Secretary/Coordinator Middle School Secretary Personnel Attendance Clerk Senior High Secretary Senior Media Coordinator  <b>OPAC 80% - 60 WPM</b>	Banking Investment Coordinator Central Office Secretary(Cafeteria) Employee Benefits Secretary  <b>OPAC 80% - 60 WPM (where appropriate)</b>
<b>F</b>		Central Office Secretary(HR, Butcher) Secretary to Assistant Superintendent Secretary to Executive Director of Elementary Education Secretary to Executive Director of Secondary Education Secretary to Chief Academic Officer Secretary to Executive Director of School Improvement Secretary to Curriculum & Instruction Student Services Liaison  <b>OPAC 80% - 60 WPM</b>	Accounting Coordinator Accounting Specialist Business Office Specialist Business Services Liaison Payroll Coordinator Secretary to Director of Bus. & Fin. Secretary to Director of Fiscal Svcs.
<b>H</b>			Business Office Specialist I  <b>OPAC 80% - 60 WPM</b>
<b>L</b>	Caregivers Kinder Plus Latchkey Caregivers Locker Room Attendant Before/After School <b>OPAC 70%</b>		

## **APPENDIX I**

In-service for Bargaining Unit members will be provided each year in the minimum amount of one full day or two half days. In-Service will be planned by a committee of Bargaining Unit members and administrators.

## **APPENDIX II**

During the 2008-2009 school year a committee shall be established comprised of equal membership between the Board and Union inclusive of Local 1815 President, Vice President and appropriate stewards. The Committee shall develop new or revised OPAC standards and training modules appropriate to the current job classifications. Recommendations shall not be adopted unless mutually agreed to by the Union and the Board. The mutually agreed upon recommendations shall be submitted to the Superintendent for final approval no later than June 30, 2009 for phases one (1) Schedule B Job classifications D, E, F and H. Phase two (2) Schedule B Job Classifications A, B, C and L Committee recommendations shall be submitted to the Superintendent for final approval no later than November 1, 2009.

Employees who have met the OPAC standards and are the successful bidders on a lateral move or promotion shall have six (6) months after the acceptance of the position to comply with the training modules or six (6) months from when the training modules become available.

Effective April 2010, all employees seeking job changes will be required to have these qualifications standards on file. Any deviations to this timeline must be mutually agreed upon and be recommended by the committee and approved by the Superintendent.



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