

6-30-73

Highland Park

A G R E E M E N T

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF
HIGHLAND PARK

and

LOCAL UNION NO. 1416
DISTRICT COUNCIL #77 OF THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

1970-71
1972-73

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A G R E E M E N T

THIS AGREEMENT entered into on this 1st day of July, 1970 between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK (hereinafter referred to as the "Employer") and LOCAL UNION NO. 1416, DISTRICT COUNCIL #77 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as the "Union").

1. MANAGEMENT RIGHTS

Except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Highland Park Public Schools and to direct its employees.

2. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Local 1416 AFSCME as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, of all Employees of the Employer included in all classifications of the M and O Group. The Maintenance Shop Foreman and the Maintenance and Operation Supervisor are excluded from this group.

3. NON-DISCRIMINATION

The Union agrees to continue to represent all members of the bargaining unit without discrimination on the basis of race, color, religion, national origin or ancestry. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, color, religion, national origin or ancestry.

4. AGENCY SHOP

(a) As a condition of employment, each member of the bargaining unit, beginning with the first complete month following (1) a date thirty calendar days after the date of execution of this Agreement or (2) a date thirty calendar days after employment in the bargaining unit, whichever is later, and monthly thereafter during the life of this Agreement, shall tender to the Union either periodic and uniformly required Union dues, or in the alternative, a service charge in an amount equivalent to the periodic and uniformly required Union dues.

(b) No employee shall be terminated under this Article 4 unless:

(1) The Union first has notified the employee by letter, explaining that he is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to the periodic and uniformly required Union Dues, and specifying the current amount of such delinquency, and warning him that unless such dues or service charge or a properly executed wage deduction authorization are tendered within thirty calendar days of such notice, he will be reported to the Employer for termination as provided in this Article 4, and

4. AGENCY SHOP (continued)

(2) The Union has furnished the Employer with a copy of the letter sent to the employee and notice that he has not complied with the Union's request. When requesting the employer to terminate the employee, the Union shall further specify the following by written notice:

"The Union certifies that _____

(Name)

has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of the agreement, the Employer shall terminate this employee."

(c) The Employer agrees that, within five days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his services shall be terminated at the end of the pay period next following the pay period in which the Employer's notice is sent to the employee unless in the meantime the employee tenders the required dues or service charge or a properly executed wage deduction authorization. If the employee fails to comply within the required time, the employer agrees to terminate the employee at the end of the pay period following the pay period in which the employer's notice to the employee is sent; provided, however, that in the case of non-probationary employees who did not hold membership in the union as of June 30, 1969, the effective date for termination of employment shall be June 30, 1970, and the notice to the employee shall be to the effect that such employee will be terminated on June 30, 1970 unless such employee tenders the required dues or service charge or a properly executed wage deduction authorization by the end of the pay period next following the pay period in which the employer's notice is sent.

(d) The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will codefend and indemnify and hold harmless the Board, its agents, or employees for any monetary award arising out of such litigation.

5. DUES OR SERVICE CHARGE CHECKOFF

(a) During the life of this Agreement, the Board will deduct one month's current uniform and periodic Union dues or service charge from the pay of each bargaining unit employee who voluntarily executes and delivers to the Board either of the following authorization forms (Form A or Form B):

FORM A
VOLUNTARY AUTHORIZATION FOR DEDUCTION
OF UNION DUES

Name _____
Social Security No. _____
School _____

5. DUES OR SERVICE CHARGE CHECKOFF (continued)

I authorize the Highland Park Board of Education to deduct from wages earned or to be earned by me monthly Union dues as certified to the Board by the financial officer of Local 1416 of District Council 77, American Federation of State, County and Municipal Employees, and to remit the same to the Union at such time and in such manner as may be designated by the Assistant to the Superintendent-Business but not less than monthly.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the Board with notice to the Union of such revocation, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable collective agreement between the Board and the Union until revoked in writing by me on a form provided by the Board or until the termination of each applicable collective agreement between the Board and the Union, whichever occurs sooner. This authorization and direction shall be automatically revoked upon my termination of employment with the Board.

(Signature of Employee)

(Social Security # of Employee)

(Date of Signing)

(Date of Delivery to Board)

FORM B
VOLUNTARY AUTHORIZATION FOR DEDUCTION
OF SERVICE CHARGE

Name _____
Social Security No. _____
School _____

I authorize the Highland Park Board of Education to deduct from wages earned or to be earned by me a monthly service charge as certified to the Board by the financial officer of Local 1416 of District Council 77, American Federation of State, County and Municipal Employees, and to remit the same to the Union at such time and in such manner as may be designated by the Assistant to the Superintendent-Business but not less than monthly.

5. DUES OR SERVICE CHARGE CHECKOFF (continued)

This authorization and direction shall be effective until revoked in writing by me, on a form provided by the Board with notice to the Union of such revocation, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable collective agreement between the Board and the Union until revoked in writing by me on a form provided by the Board or until the termination of such applicable collective agreement between the Board and the Union, whichever occurs sooner. This authorization and direction shall be automatically revoked upon my termination of employment with the Board.

(Signature of Employee)

(Social Security # of Employee)

(Date of Signing)

(Date of Delivery to Board)

(b) The following certification form shall be used by the Union when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER OF UNION

I certify that until further notice the membership dues or service charge payable under Article 5 of the current collective bargaining agreement is \$ _____ per month for the months September through June.

Date _____

Signature _____
Union Financial Officer

Date of Delivery to Board _____

(c) Payroll deductions shall be made monthly in a manner determined by the Assistant to the Superintendent-Business; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues" or "Voluntary Authorization for Deduction of Service Charge" and (2) the certification of the Union's financial officer as to the amount of the monthly Union dues or service charge has been delivered to the Board at least fifteen calendar days prior to the first payday of the calendar month. Changes in the amount of the monthly Union dues or service charge also must be delivered to the Board at least fifteen calendar days prior to the first payday of the calendar month on which the change is to become effective.

5. DUES OR SERVICE CHARGE CHECKOFF (continued)

(d) A bargaining unit employee may revoke his "Voluntary Authorization" for deduction of Union dues or service charge at any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Union. Payroll deductions shall terminate when a revocation has been delivered to the Board at least thirty calendar days prior to the first payday of the calendar month.

(e) All sums deducted by the Board shall be remitted to the financial officer of the Union once each month by the fifteenth calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.

(f) The Board shall not be liable to the Union by reason of this Article 5 for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article 5, or in reliance on any list, notice, certification or authorization furnished under this Article 5.

6. STEWARDS AND ALTERNATE STEWARDS

(a) The Union may appoint or elect one Steward in each building.

(b) When any of the above Stewards are absent from work, an alternate can be appointed by the Local President.

(c) The Stewards, upon request of the Employee, may participate in Step 1 of the Grievance Procedure during working hours. No more than one hour per grievance may be so expended by each Steward during his working hours without loss of time and pay. This time limit may be extended in unusual circumstances.

7. SPECIAL CONFERENCES

Upon the request of either party, special conferences will be arranged between the Local President and the Employer or their designated representatives at least once a month to discuss matters of mutual concern. Such meetings shall be attended by two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a time and place convenient to both parties. Any meetings may be attended by a representative of the Council and/or a representative of the International Union if requested by the Local. Upon the mutual consent of the parties, additional conferences may be scheduled at any time.

8. GRIEVANCE PROCEDURE

(a) A grievance is a complaint by a bargaining unit employee, or by the Union in its own behalf, concerning (1) any alleged violation of this Agreement; or (2) any disciplinary action.

(b) All grievances shall be handled by the following procedures:

Any maintenance and operational employee who feels his rights and privileges have been violated shall have the right of Union representation in presenting his grievance in the following order:

STEP 1 To the Maintenance Shop Foreman or the Maintenance and Operation Supervisor and/or the building principal where the Employee will receive an answer within three (3) working days.

STEP 2 To the Assistant to the Superintendent in Charge of Business, or his authorized delegate. At this point the grievance must be in writing and his answer in writing within five (5) working days.

STEP 3 To the Superintendent and the answer shall be given in writing within ten (10) working days.

STEP 4 The Employee may appeal the decision of the Superintendent as provided in STEP 3 above to the Board of Education within ten (10) working days.

Within twenty (20) working days after delivery of the appeal, the Board shall give an opportunity to be heard to the aggrieved employee and/or the Union. The Board shall deliver its decision in writing, together with supporting reasons, within ten (10) working days after the hearing, to the person or persons who presented the grievance at STEP 4, and to the Union if the grievance was presented at STEP 4 by the employee alone.

(c) The officers of the Union shall have the right to appeal directly to the Superintendent in the case of a Union grievance.

(d) The officers of the Union of which the Employee is a member, or a committee designated by them, may have access to all papers concerned, provided written permission of the individual is obtained in advance.

(e) Arbitration - Within ten (10) school days after delivery of the Board's decision, a grievance may be appealed to advisory arbitration by the Union. The arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Board and the Union. The arbitrator's decision shall be advisory only and shall not be binding upon any party. The arbitrator shall confine his opinion to the sole question of whether or not there has been a violation of this Agreement or whether any disciplinary action was unjust or improper. He shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or the Administration. As an alternative to the foregoing procedure,

8. GRIEVANCE PROCEDURE (CONTINUED)

the Union may refer the grievance to fact finding by a fact finder appointed by the Michigan Labor Mediation Board subject to the following:

(1) Such referral must be made within the same time limits as are specified above for advisory arbitration and the scope of the fact finder's recommendation shall be the same as that specified above for the advisory arbitrator.

(2) If the Labor Mediation Board requires that mediation precede fact finding, such mediation shall occur but the mediation phase may be terminated by either party at any time.

(3) Within five (5) school days after the parties have been notified of the name of the fact finder appointed by the Labor Mediation Board, either party may give written notice to the other party of its election to revert to the American Arbitration Association procedures specified in the paragraph above and, in that event, such American Arbitration Association procedures shall be followed.

(f) Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within fifteen (15) working days following the act or condition which is the basis of the grievance shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal. Time limits may be extended in a specific instance by mutual agreement in writing.

(g) Any party to a grievance shall have the right to Union representation by legal counsel at STEP 4 above; provided, however, that no Employee may be represented by Counsel for any Employee organization other than the Union. A representative from Council 77 of the International Union of the American Federation of State, County and Municipal Employees may participate at point 8 (c) above except where the employee is proceeding individually.

9. DISCHARGE AND SUSPENSION OF NON-PROBATIONARY EMPLOYEES

(a) Notice of discharge or suspension

The Employer agrees promptly upon the discharge or suspension of a non-probationary Employee to notify the President of Local 1416 or his designated Union representative in writing.

(b) The discharged or suspended non-probationary employee will be allowed to discuss his discharge or suspension with the President or designated Union representative of the District and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, whenever possible, the Employer or his designated representative will discuss the discharge or suspension with the Employee and the President or his designated Union representative. If not resolved at this meeting, it can then be appealed in writing to the Superintendent. The Superintendent or his designee will review the discharge or suspension and give his answer in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be processed through the grievance procedure beginning with STEP 4 above.

10. SENIORITY

(a) New Employees hired in the unit shall be considered as probationary Employees for the first six months of their employment. The probationary period shall be accumulated within not more than one school year. When an Employee completes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the first day employed. There shall be no seniority among probationary Employees.

(b) The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 2 of this Agreement. The Employer shall have the right to discharge and discipline probationary Employees and the action is not subject to appeal or grievance.

(c) Seniority on a system-wide basis, in accordance with the Employee's last date of hire, will apply for purposes of transfer, layoff, and recall.

(d) Classification seniority, in accordance with the Employee's last starting date in the classification, will apply for purposes of bumping, shift preference and temporary assignments.

11. SENIORITY LISTS

(a) Seniority shall not be affected by the race, sex, marital status, or dependents of the Employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to seniority and the pertinent dates for determination of system and classification seniority.

(c) The Employer will keep the seniority list up to date at all times and will make it available to the Local Union and/or Council office upon reasonable request.

12. LOSS OF SENIORITY

An Employee shall lose his seniority for the following reasons:

(a) He quits;

(b) He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;

(c) He is absent for five consecutive working days without notifying the Employer unless such absence is caused by circumstances beyond his control; (Such absence results in automatic discharge and the Employer will send written notification to the Employee at his last known address that his employment has been terminated and he has lost seniority.)

(d) He does not return to work when recalled from layoff as set forth in the recall procedure;

(e) Failure to return from leave of absence without notification to Employer will be treated the same as (c) above;

(f) He retires.

13. LAYOFF DEFINED

- (a) Layoff means a reduction in the working force.
- (b) If a layoff becomes necessary, the following procedure shall be followed:
- (1) Probationary Employees will be laid off first.
 - (2) Non-probationary Employees will be laid off according to seniority as defined in Section 8 (c).
- (c) A laid off non-probationary Employee may bump an Employee in a different job description at the same or lower classification provided the bumped employee has less system seniority as defined in Section 8 (d) and provided further that the bumping employee is qualified to perform the job of the bumped employee.
- (d) Notice of layoff and bumping shall be as follows:
- (1) Employees to be laid off for an indefinite period of time by the employer will have at least three weeks notice of layoff.
 - (2) If the laid-off Employee desires to bump another Employee he must advise the Assistant Superintendent for Business within two working days after receipt of Notice of Layoff which junior Employee is to be bumped pursuant to Section 11 (c).
 - (3) The bumped Employee shall be given two working days notice of his layoff by reason of bumping.
 - (4) An Employee bumping a junior Employee shall have twenty (20) working days to establish that he is qualified to perform the job of the bumped employee.
 - (5) When the identity of Employees to be laid off or bumped has been determined, the President of Local 1416 shall be advised promptly.

14. RECALL PROCEDURE

When the working force is increased after a layoff, Employees will be recalled in a reverse order as that outlined in Article 13. Notice of recall shall be sent to the Employee and the Union at his last known address by registered or certified mail. If an Employee fails to report for work within ten (10) days from date of mailing of notice of recall he shall be considered to have quit.

15. TRANSFERS

(a) Transfer of Employees:

If an Employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he was transferred.

(b) In the event of a vacancy, the Employer will give consideration to applications for transfer on the basis of qualification and seniority as defined in Section 8 (c).

(c) Vacancies shall be posted in a conspicuous place in each permanent building for at least one week prior to filling such vacancies, provided, however, that vacancies may be filled on a temporary basis during the posting period.

(d) No work will be contracted out by the Employer when such contracting out would result in layoffs.

16. PROMOTIONS

(a) The Employer agrees that promotions within the bargaining unit shall be made on the basis of seniority, ability, and past performance. Job vacancies will be posted for a period of one week, setting forth requirements for the position in a conspicuous place in each permanent building. Employees interested shall apply in writing during the posting period. The successful applicant who meets the requirements shall be granted a six-month trial period to determine (1) his ability to perform the job (2) his desire to remain on the job. In the event the senior applicant is not given the promotion, reasons for the denial shall be given to the Employee and to his Union representative in writing.

(b) During the six-month trial period, the Employee shall have the opportunity to revert back to his former classification. If the Employee is unsatisfactory in the new position, reasons shall be given to the Employee and to his Union representative in writing if the Employee so desires.

(c) During the trial period, the Employees will receive the rate of pay of the job to which they are assigned.

(d) Everything else being equal, present Employees will be given preference over outside Employees in promotions and in filling vacancies.

17. VETERANS

Veterans will be re-employed in accordance with applicable law.

18. PAYDAY

Employees shall receive pay checks in 26 installments paid every two weeks for twelve months. The Employer shall make every effort to assure employees of the utilization of uniform payroll procedures. When the Employer deems it necessary to change the present payroll procedures, he will notify both the Union and the Employees at least 30 days prior to the implementation of any procedural change.

19. PAYROLL DEDUCTIONS

The Employer agrees to deduct from the salaries of Employees when voluntarily authorized in writing by each employee:

- (a) Tax Deferred Annuities
- (b) U.S. Savings Bonds
- (c) Credit Union Monies

Individual authorization forms shall be furnished by the appropriate organization involved and, when executed, filed individually or cooperatively with the Business Office in the manner prescribed by the Business Office. The Employer agrees to disburse these deductions for the purposes intended. All procedures for these payroll deductions shall be established by the Assistant to the Superintendent-Business.

20. LEAVE PLAN

- (a) Grandfather Clause

For purposes of initiating this leave plan, all Employees employed by the School District of the City of Highland Park on July 1, 1968 will begin their accumulative leave bank with the same number of days they would have had under the sick leave plan in effect during the 1967-68 school year with the exception of first year employees who will receive 14 days for the 1968-69 school year.

- (b) Personal Leave with Pay

(1) Personal leave time with pay will be granted to the Employee at the rate of 15 days per year.

(2) Unused personal leave time shall be accumulated to a total of 200 days to be known as paid leave bank.

(3) Each member of the bargaining unit will be provided a statement of available leave time by the 15th of July each year which shall include any previously accumulated leave time and the advance leave time credited for the current year.

20. LEAVE PLAN (CONTINUED)

(4) Leave time with pay will be granted and deducted from leave bank for personal illness, injury, critical illness or death in immediate family, personal business. In addition to accumulated bank limitations, the following time limits shall prevail:

(a) Personal illness and/or injury

Leave time with pay shall be granted to the Employee for the number of days the Employee is required to stay home due to illness or injury to a maximum of the full amount available in the Employee's accumulated leave bank at the time the illness or injury occurs.

(b) Critical illness or death in immediate family, and/or personal business - a total aggregate of a maximum of five (5) days for all purposes listed in this (b) section in any one year. Individual adjustments may be made by the Superintendent to cover specific and unusual circumstances.

Specific annual limitations on use of personal leave days shall be as follows:

1. Critical illness of member in immediate family may be granted up to five (5) days.
2. Death in immediate family may be granted up to three (3) days.
3. Marriage of Employee, son or daughter, one day may be granted if within 200 miles, over 200 miles up to three (3) days may be granted depending on distance.
4. Religious Holidays - three (3) days may be granted.
5. Other personal business - up to five (5) days may be granted.

(5) Criteria for fulfilling requirements of participating in personal leave with pay:

(a) Personal illness and injury

Employees who are absent due to illness or injury shall call the building office in which they work and the Maintenance Shop if they are assigned to the Maintenance Department.

20. LEAVE PLAN (CONTINUED)

1. The Board, at its own expense may require an examination, performed by a Board designated physician, of a person whose injury or sickness is the basis of a claim for personal leave with pay, when and as often as it may reasonably require during the pendency of the claim for leave benefits. If upon such examination, it appears the person is not sick or injured, all personal leave with pay benefits for such person shall be terminated forthwith. Further, any person falsely claiming illness or injury in order to receive personal leave benefits shall have all such benefits terminated forthwith.

2. An employee absent ten (10) or more consecutive work days because of illness or injury shall, upon his return and before resuming his duties, furnish the administrator in charge of personnel with a statement signed by a competent physician indicating the nature of the illness or injury and a certification of fitness for the Employee to resume his or her normal duties.

3. An Employee will not be permitted to return to his assignment without permission of the Assistant to the Superintendent-Personnel if it is necessary for the employee to use crutches, or if portions of his body are encumbered by bandages or in slings, or if the condition of his body is such as to be deemed hazardous in the performance of his work.

4. In cases where an employee is absent from employment by reason of an injury compensable under the Workmen's Compensation Act, such employee shall be paid the daily amount which would be normally earned minus the amount of daily compensation received under the Act. Paid leave days in such cases shall be deducted from the Employee's leave time bank in proportion to the daily amount paid by the District. The first five (5) working days of injury are not deductible from sick leave.

5. When an employee resumes duties following an absence, the Employee shall complete and sign an Employee Absence Report Form the first full day of employment following an absence. Failure to do so shall cause the employee to lose his "leave" rights with pay. The Employee Absence Report Form shall be obtained from and returned to the Unit Administrator.

(b) Critical illness or death in immediate family or other personal business, description and the requirements:

1. Immediate family includes wife (or husband), children, father, mother, brother, sister, father-in-law and mother-in-law of the Employee. Individual adjustments may be made by the Assistant to the Superintendent-Personnel to cover specific and unusual circumstances.

20. LEAVE PLAN (CONTINUED)

2. Critical illness of a member of the immediate family that shall require care, attention, and presence of the Employee

3. Other personal business leave may be granted for personal or private business, provided such leave is necessary, is for a reason beyond the control of the individual requesting it, and is sought for a legitimate activity that can be accomplished only during school hours.

4. Personal business leave will not be granted in the first or last weeks of the school year or within three (3) days prior to or following a vacation period.

5. All requests for personal leave shall be in writing, shall state the circumstances, and shall be initiated with the unit administrators. Except in cases where extreme circumstances prevent, approval of the Employee's request for personal business leave must be obtained from the unit administrator and the Assistant to the Superintendent-Personnel in advance of the absence. A denial at any level of a request for personal business leave shall include a written reason for such denial, in which event the Employee shall have the right to appeal directly to the Assistant to the Superintendent-Personnel for approval or disapproval.

6. In unusual cases involving particularly private or confidential circumstances, the unit administrator and Assistant to the Superintendent-Personnel may act on the basis of a verbal rather than a written statement of circumstances. However, the request for personal business leave shall be in writing.

7. Except in cases of extreme emergency, failure to submit a written request for personal business leave and to have such leave approved in advance of the absence will result in forfeiture of pay for the absence and possible other discipline.

(c) Personal Leave of Absence Without Pay

(1) Any person who has been employed by the Board of Education for a minimum period of three (3) consecutive years may, on written request, be allowed a personal leave, without pay, for good and sufficient reason, provided it does not in any way injure the school program. Such leave may be for one-half ($\frac{1}{2}$) of a work year or a maximum of one full year. Applications for personal leave of absence must be submitted by March 1 for leaves beginning the first half of a work year and by October 15 for leaves beginning the second half of the work year. Provided, any person who has exhausted his or her personal leave with pay bank and is not able to resume full employment shall be eligible to make a written request for personal leave without pay for a period of estimated time not to exceed the current school year within 20 school days after the depletion of the leave bank. Failure to file such a request shall be considered as intent of the Employee not to seek further employment in the school system.

20. LEAVE PLAN (CONTINUED)

(a) Personal leave of absence to take other employment will not be granted except as specifically stated in other parts of this contract.

(b) If, at the expiration of the personal leave, a person wishes to resume employment with the School District, it shall be his responsibility to initiate a request on or before the above dates as listed in Item (1) above of the year or semester preceding the expected resumption of employment. Failure to initiate such a request by the above dates of the year specified will indicate a lack of intent to resume employment with the School District.

(c) Personal leaves of absence may be extended for a maximum of one additional year beyond the original request.

(d) Persons returning from a personal leave of absence shall be considered first on the list of qualified candidates when a position is open requiring a person with his or her qualifications.

(e) Upon return from a personal leave without pay, the Employee shall be placed on the salary schedule step for which he or she was eligible when he left for said leave.

(2) Military Leave

Any Employee in the bargaining unit who may enlist, be drafted or be recalled into active duty of any branch of the United States Armed Forces, shall make application in writing for military leave. All aspects of military leave and return therefrom will be governed by applicable provisions of state and federal laws in effect at the time in question.

(3) Maternity Leave

(a) A request for maternity leave shall be made in writing by the Employee. Request for a maternity leave must be made at least six months prior to the expected birth of the child. Medical certification of the pregnancy by the employee's physician is required. Such certification shall state the expected time of birth of the child.

(b) Maternity leaves shall begin at least four (4) months prior to the date of the expected birth of the child.

(c) Increment credit for salary purposes and use of leave time bank shall not be allowed in this type of leave.

(d) The maximum length of a maternity leave is limited to one full school year following the birth of the child. Return to duty will be requested by the Employee, in writing, to the Personnel Department and be supported by the attending physician's certification of the Employee's ability to resume her assigned duties. The Employee will then be considered first on the list of candidates when a position is open requiring a person with her qualifications.

20. LEAVE PLAN (continued)

(e) An Employee who suffers a stillbirth of the death of any child for whom she received a maternity leave, may, upon approval of the Assistant to the Superintendent-Personnel, be returned to service after appropriate medical certification by her attending physician and/or the school physician.

(d) Leave for Union Business

(1) Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence without pay for periods not to exceed one year or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with the accumulated seniority.

(2) The Union president shall receive release time equivalent to a total of five days without loss of pay during the course of the regular work year; this time may be used by the elected delegate to the annual Union convention or delegated to other members of the executive committee or grievance chairman to administer the Union contract.

21. TUBERCULOSIS EXAMINATIONS

Members of the maintenance and operation staff are required to file proof of freedom from active tuberculosis annually, in the form of a certificate showing negative result from either a chest x-ray or a tuberculin skin test. The certificate must be filed within fourteen days after the first day of regular school sessions in the fall, and the chest x-ray or skin test must have been performed within nine months preceding the first day of regular school sessions in the fall.

The Board agrees to exert every effort to arrange for a mobile x-ray unit to visit Highland Park at a date or dates which will provide all employees with an opportunity to have chest x-rays conveniently and free of charge. The Board will also provide arrangements for Employees who prefer the tuberculin skin test to procure same at a location in Highland Park free of charge.

22. OTHER PHYSICAL EXAMINATIONS

Any question as to the physical health and fitness of an Employee shall be resolved by the Assistant to the Superintendent-Personnel and the individual, in conference with the school medical advisor. Medical expenses incidental to physical examinations resorted to in resolving such questions will be borne by the School District.

23. NERVOUS DISORDER

An Employee who has been absent, or whose performance has been impaired, because of a nervous disorder, must, prior to his return, present a report from a physician showing satisfactory recovery. The Employee's cooperation in obtaining a medical report from an impartial clinic may be a required development. In the latter case, expenses incurred shall be borne by the Board of Education.

24. WORKING HOURS AND SHIFT PREMIUM

(a) Premium Pay

(1) 7¢ per hour for all second shift employees.

(2) 12¢ per hour for all third shift employees.

(b) The second shift is any shift that regularly starts on or after 12:00 noon but before 7:00 p.m.

(c) The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

(d) The regular work week shall consist of eight consecutive hours each day for five consecutive days, Monday through Friday, lunch period excluded. This provision shall not apply to the established guard services.

(e) Employees in the bargaining unit may take two ten-minute coffee breaks at a time determined by the Supervisor.

25. OVERTIME

(a) Any Employee who is called to work for emergency reasons at a time other than normal hours shall receive a minimum of two (2) hours pay at his classification rate.

(b) Time and one-half will be paid as follows:

(1) For required work in excess of 8 hours per day.

(2) For shifts started on Saturday, except for possible weekend guard duty.

(3) For required work in excess of the regular work week.

(c) Double time will be paid for all hours worked on holidays and Sundays with the exception of bus trips to and from Camp Rankin.

(d) When a bus driver is assigned to an "overtime" trip he shall not be required to work a "split trip shift".

26. EQUALIZATION OF OVERTIME

Overtime will be rotated to the extent possible.

27. HOLIDAYS

(a) Employees in the bargaining unit will have the following paid holidays:

- (1) Day before or after New Year's Day
- (2) New Year's Day
- (3) Good Friday
- (4) Memorial Day
- (5) Fourth of July
- (6) Labor Day
- (7) Thanksgiving Day
- (8) Day After Thanksgiving Day
- (9) Day before or after Christmas Day
- (10) Christmas Day

(b) If a holiday falls on a Saturday, the Friday before will be considered as the holiday.

(c) If a holiday falls on a Sunday, the Monday after will be considered as the holiday.

(d) If school is in session on a holiday, Employees in the bargaining unit will be provided with a day off in lieu of such holiday.

(e) Time and one half, in addition to holiday pay, will be paid for work performed on any of the above days except as provided in (d).

28. VACATIONS

6 mo. to <u>1 year</u>	1 year to <u>5 years</u>	5 years to <u>15 years</u>	15 years <u>or more</u>
1 week*	2 weeks**	3 weeks***	4 weeks****

*Provided the six months shall have been served by July 1 of the school year in which the vacation is allowable.

**Provided the full year shall have been served by July 1 of the school year in which the vacation is allowable.

***Provided the five years shall have been served by July 1 of the school year in which the vacation is allowable.

****Provided the fifteen years shall have been served by July 1 of the school year in which the vacation is allowable.

29. VACATION PERIOD

(a) Vacations will be granted by the employer at such times during the year as are suitable, considering both the wishes of Employees and efficiency of the operation of the department concerned.

(b) Vacations may be split into one or more weeks, providing such scheduling does not interfere with the operation.

(c) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

(d) In the event of the death of an employee, any unused vacation time will be paid to his estate.

30. PAY ADVANCE

(a) If a regular pay day falls during an Employee's vacation, he will receive that check in advance upon three weeks notice in writing before going on vacation.

(b) Rate during vacation: Employees will be paid their current rate while on vacation and will receive credit for any benefits provided for in this Agreement.

31. BULLETIN BOARDS

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

(a) Notices of recreational and social events.

(b) Notices of elections.

(c) Notices of results of elections.

(d) Notices of meetings.

32. TEMPORARY ASSIGNMENTS

(a) Temporary assignments for the purpose of filling vacancies of employees in higher classifications who are absent will be granted to the senior employee in the next lower classification in the building who is qualified for the job unless the assignment can be made from within the classification. In the event the employee receiving the temporary assignment to a higher classification works regularly in that temporary assignment for a minimum of ten (10) work days or longer, he shall be paid the same hourly rate he would receive if he were permanently assigned to that classification retroactively to first day of that assignment. In the event an employee receives a temporary assignment to a higher classification temporarily vacated by an employee assigned to jury duty four (4) work days per week over a three or four week period, that employee shall be paid the rate of the higher classification for the days that he works in that classification.

32. TEMPORARY ASSIGNMENTS (CONTINUED)

(b) In the event any employee with a lower classification than that of "Bus Driver" is assigned to a "regularly assigned pick up or take home" bus route for a minimum of ten (10) work days or longer, he shall be paid the same hourly rate he would receive if he were permanently assigned to that classification.

(c) It is hereby agreed that, with the exception of Article 32 (b) above, all maintenance employees are excluded from this section.

(d) The Liberty and Willard Elementary Schools will be considered as Middle Schools in determining the pay classification of the head and assistant head custodians as long as both of the following prevail:

- (1) The operation and housing of a Community Coordinator Program;
- (2) The housing of either sixth (6th) seventh (7th) or eighth (8th) graders in addition to K-5.

It is agreed that if either (1) or (2) above ceases to exist, the pay classifications of the Liberty and/or Willard Elementary School head and assistant head custodians shall revert to the pay classifications of elementary head and assistant elementary head custodians.

33. CHANGE OF SALARY

A salary change resulting from a permanent or temporary change in position shall take effect with the assumption of the duties of the new position. The salary change shall be one of the following: (1) to the minimum salary for the new position, or (2) to the salary step on the appropriate schedule which is at least one salary increment higher than the salary concurrently being paid the person concerned.

34. NEW CLASSIFICATIONS

The Employer will notify the Union prior to establishing new classifications and rate structures. In the event the Union does not agree that the description and rate are proper, they shall be subject to grievance procedure.

35. JURY DUTY

In situations arising from the calling of an Employee for jury duty, the Employee may ask the administrator in charge of personnel to request an excuse or deferment from such duty. In the event such a request is denied by the Jury Commission, the Employee and the administrator in charge of personnel shall arrange a schedule of necessary leave and the Employee shall be paid the difference between the salary paid as a juror and that being paid by the School District. In no case shall the combined salary be greater than the salary paid by the School District.

36. MEDICAL COVERAGES AND OTHER FRINGE BENEFITS

(a) The Employer agrees to pay the full premium for hospitalization and medical coverage for all full time employees and his family (full time shall mean those persons employed at least 30 hours per week) in the bargaining unit who enroll; such coverage to be Blue Cross-Blue Shield, M75 Plan, Semi-Private room. Commencement and duration of benefits and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. All bargaining unit members desiring the above outlined medical coverages shall bear full responsibility for applying for same and completing necessary forms for same. The Board's only responsibility shall be for payment of premiums as above set forth.

(b) All employees satisfactorily completing their probationary period and after approval by the Board of Education, and all non-probationary employees shall receive annually \$35.00 to purchase work uniforms and shoes. Arrangements for the purchase of clothing and shoes will be made by the School District. All clothing and shoes must be purchased at the direction of the School District.

(c) The Board of Education shall pay the premium necessary to provide without cost to the members of the bargaining unit group life insurance protection which shall pay to the member's designated beneficiary the sum of \$3000 upon death. The nature and amount of benefits and commencement and duration of coverage shall be as specified in the master insurance policy. The Board's only responsibility shall be for payment of premiums as above specified.

37. RETIREMENT PROVISIONS

(a) An employee who reaches the age of 65 on or before July 1 of any budget year shall be retired as of July 1 of that year.

(b) Persons who plan to retire should notify the Assistant to the Superintendent-Personnel at least four months prior to the proposed date of retiring. The Assistant to the Superintendent-Personnel will make every effort to assist the employee in completing the necessary applications with the Michigan Public School Employees Retirement Fund Board and the Social Security Commission. This will insure ample time to clarify any unforeseen complications and insure the prompt receipt of possible benefits as provided by the Michigan Public School Employees Retirement System. Booklets outlining provisions of these retirement systems are available in the office of personnel.

(c) At the time of retirement any unused vacation will be paid to the employee.

38. NO STRIKE

The Union fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Union agrees, on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

39. APPENDIX

The following appendix is incorporated and makes a part of this Agreement:

Appendix A - Classifications, Rates of Pay, and
Implementation of Salary Schedule

40. RATIFICATION

The Union agrees to submit this Agreement to the Employees of the bargaining unit covered by this Agreement for ratification by them on or before August 1, 1970 and the Local Union will recommend to the Employees that it be ratified.

41. DURATION

(a) This Agreement shall become effective on July 1, 1970 and shall continue in full force and effect until midnight, June 30, 1973 and from year to year thereafter, unless, prior to ninety (90) days but not more than 120 days before June 30, 1973, either party shall notify the other in writing of its desire to terminate the Agreement, in which event the Agreement shall terminate upon the expiration date of June 30, 1973.

(b) It is further agreed that, following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification or change upon termination.

(c) The District or the Union shall have the right to reopen the Agreement for the purpose of renegotiating Articles 20, 24, 25, 27, 28, 33, 36, 39 on or before April 1, 1971 but not before March 1, 1971 and on or before April 1, 1972 but not before March 1, 1972, upon thirty (30) days written notice served by either party on the other party.

If such negotiations fail to result in agreement, the provisions of Article 38 of this Contract shall be inoperative as of July 1 of the applicable year; provided, however, that the Union recognizes that it remains subject to all provisions of Michigan Law with respect to strikes by public employees and the Board reserves all of its rights to take appropriate action under such laws.

(d) The District or the Union shall have the right to reopen this Agreement for the purpose of negotiations on or before April 1, 1973 but not before March 1, 1973, upon thirty (30) days written notice served by either party on the other party; such notice to contain specific sections to be renegotiated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the day and year first above written.

WITNESS:

Kathleen Bright

Alan S. Field

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY
OF HIGHLAND PARK

Kenneth K. Lippin
Its President

Wm. J. Lute
Its Secretary

WITNESS:

Joseph N. Bruno

Albert Repary

HIGHLAND PARK SCHOOL EMPLOYEES
LOCAL 1416, DISTRICT COUNCIL #77 OF THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

Harry H. Lofcan
Its President

Art Hayranian
Its Vice President

Thomas Evers
Staff Representative District Council #77

APPENDIX "A"

IMPLEMENTATION OF SALARY SCHEDULE

1. All above salaries will be effective retroactively to July 1, 1972.
2. Longevity payment to be made once a year, on or before December 15.
3. Increase longevity - \$200 at 10 year - \$300 at 15 year - \$300 at 20 year steps.
4. The School District of the City of Highland Park during the 1972-73 school year will make arrangements with an independent company to study the qualifications necessary for the eight classifications on the current salary schedule and their relationship to each other.
5. Any individual hired and placed in classifications 1, 2, or 3 will progress from step 1 to 3 in the following manner:
 - A. At the time of initial employment, all probationary employees will be placed on the first step of the classification in which they will be working.
 - B. After satisfactory completion of six months probation and final approval by the Board of Education, these employees will be placed on the second step of the classification in which they are working. The effective date shall be the beginning date of the pay period following their six month anniversary date.
 - C. All newly hired employees having satisfactorily completed a six month probationary period and received final approval by the Board of Education prior to July 1 of any fiscal year shall be advanced one step in their classification at the beginning of the current fiscal year.
6. Any employee promoted from classification 1, 2, or 3 to a higher classification will go to that step which is at least one full increment more than what he would have earned had he remained in his previous classification.
7. Any new employee hired and placed in classification 4, 5, 6, 7, or 8 will be placed on the first step (step 4) of the respective classification. At the completion of six months probation, he will progress to the second step (step 5) of that classification. After one additional year of satisfactory service and at the beginning of another school year, said employee will progress to the next step (step 6) of that classification.