

MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
18530 Prospect Street
Melvindale, Michigan 48122

**NON-TEACHING
COLLECTIVE BARGAINING CONTRACT**

**1995-96
1996-97
1997-98**

Between The

MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS

And

**LOCAL 1523, COUNCIL 25, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

Melvindale-Northern Allen Park Public Schools

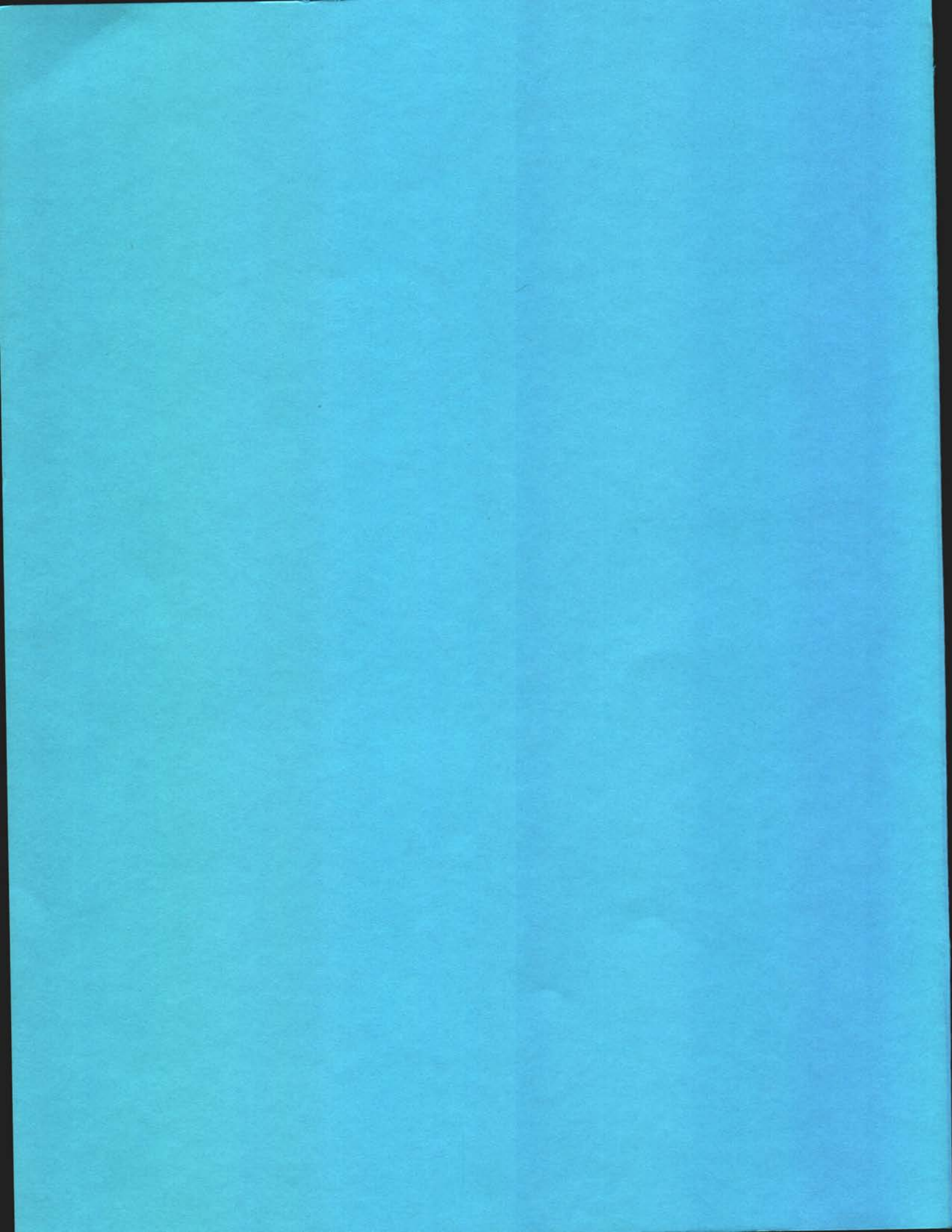


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CONTRACT BETWEEN THE MELVINDALE-NORTHERN ALLEN PARK PUBLIC
SCHOOLS AND LOCAL 1523, COUNCIL 25, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

PREAMBLE

This contract, between the Melvindale-Northern Allen Park Public Schools, hereinafter referred to as the Board, and the international Union of the American Federation of State, County and Municipal Employees, AFL-CIO, Council 25 and its affiliate Local 1523, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Board and the Union, the establishment of an equitable peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I - RETENTION OF MANAGEMENT RIGHTS

This agreement is not intended to abrogate the statutory powers of the Board to make reasonable rules and regulations, to manage, and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public school system, subject however to any limitations to any such powers imposed by this agreement.

ARTICLE II - RECOGNITION

The Board recognizes the Union as the sole and exclusive Bargaining Agent of all non-teaching employees, except Aides, and except Supervisors, as defined in Act 379, Michigan Public Acts of 1965, As Amended, for the purpose of establishing wages, rates, hours of work and other conditions of employment.

ARTICLE III - UNION SECURITY

Section 1 - Modified Union Shop

- A. An employee who, on the effective date of this contract, is a member of the Union, will, as a condition of employment, maintain his/her membership in the Union as long as he/she is covered by this contract, or until termination of this contract, whichever first occurs.
- B. An employee covered by this contract who is not a member of the Union at the time the contract becomes effective, will be required as a condition of continued employment to become a member of the Union for the duration of this contract on or before the thirtieth (30th) calendar day following such effective date or fulfill the requirements of Section 2 of this Article.
- C. An employee covered by this contract who is hired, rehired, reinstated or transferred into the bargaining unit on or after the execution of this contract will, as a condition of employment, become a member of the Union within thirty (30) calendar days after his/her hiring date or the effective date of this contract, whichever is later, and maintain membership in the Union, or fulfill the requirements of Section 2 of this Article for the duration of this contract.
- D. An employee who tenders an initiation fee and the periodic dues uniformly required as a condition of acquiring or retaining membership or meets the requirements of Section 2 of this Article will be deemed to meet the conditions of this Article.
- E. An employee will be deemed to be a member of the Union within the meaning of this Article if he/she is not more than sixty (60) calendar days in arrears in payment of membership dues.
- F. The Board will notify the Local Union President in writing within two (2) days of a Board resolution hiring a new employee in the Bargaining Unit.

Section 2 - Agency provision

- A. An employee who works two (2) hours or less per day will not be required to join the union or to pay a service fee.

The Board will provide for check-off deductions upon a copy of such authorization from an employee who works two (2) hours or less. Employees who fall in this category may cancel their check-off deduction authorization at any time.

- B. A future employee who is not a Union member and who does not make application for membership, will, as a condition of employment, pay to the Union each month a service fee to be put into the Union general fund in an amount equal to the regular monthly dues.

A present non Union member working more than two (2) hours per day and an employee working more than two (2) hours per day voted out of membership by the Union, will pay a service fee to the Union in an amount equal to the regular monthly dues.

- C. An employee who fails to comply with the requirements of Section 1 or 2 of Article III will be discharged by the employer within thirty (30) calendar days after receipt of written notice to the employee and employer from the Union.
- D. The Union shall indemnify and save the Board harmless against any claims, demands, suits, and other forms of liability that may arise by reason of the Board complying with the provisions of this Article.

Article III, continued

Section 3 - Discrimination and Coercion

- A. The Union will impose no discriminatory qualification for membership by reason of race, color, religious creed, sex, age, marital status, handicap, national origin, ancestry or numerical restriction of total membership, and the Union will grant to all members equal voting rights.
- B. The Board agrees not to interfere with the rights of an employee to become a member of the Union, and there will be no discrimination, interference, restraint or coercion by the Board against any employee because of Union membership, or because of any employee activity in an official capacity on behalf of the Union, performed pursuant to the provisions of this contract. It will be unlawful for the Board to interfere with, restrain or coerce an employee in the exercise of his/her right guaranteed by Section 8, Michigan Public Acts 176 of 1939, as amended. Violation of this Section 3 B constitutes a grievance.
- C. The Union recognizes its responsibility as bargaining agent, and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- D. The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE IV - UNION MEMBERSHIP

Upon filing with the Board of a written request authorizing payroll deduction, the employer will, pursuant to its terms, during the full term of this contract and any extension for renewal thereof, deduct Union membership dues levied in accordance with the constitution and By-Laws of the Union, from the pay of such employee. Check-off deduction will be deducted from the first pay of the employee in the first month immediately following execution and filing of the authorization for payroll deduction and from the first pay of each month thereafter. Deductions for a calendar month will be remitted to the Union financial officer whose written designation has been filed in the Central Office of the employer, on or before the 10th calendar day of the succeeding month. An employee will be free of check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The local Union will be notified by the Board of the name of such employee following the end of each month in which the termination took place. Check-off deduction authorization will be irrevocable during the term of this contract.

ARTICLE V - SENIORITY

Section 1

Seniority will be on a school district basis, will be defined as an employee's length of continuous service with the School District, since his/her last hiring date, and will commence after ninety (90) days of employment and be retroactive to the day the employee commences work. A temporary or substitute employee will not obtain or accrue seniority. Seniority commences with employment by Board motion. If two or more employees are hired on the same day, seniority commences with employment by Board motion. Except for clerical, skilled maintenance and head cooks, in the event of layoff, seniority preference will be granted to the Local Union President and Chief Steward in that order **for that period of time they hold office.**

Section 2

Seniority will not be affected by the race, sex, marital status, color, religious creed, age, ancestry or national origin of the employee. The seniority list on the date of this contract will indicate the name and job title of each employee in the bargaining unit entitled to seniority. The Board will keep the seniority list up-to-date and will provide the local Union with an up-to-date copy at least every six (6) months.

Section 3

- A. The Board will be notified seven (7) calendar days in advance by an employee voluntarily terminating his/her employment. Failure of the employee to notify the Board may result in a loss of accumulated benefits. The employee may request a special conference to show extenuating circumstances for failure to give such notice.
- B. All seniority will be lost and the employee will be considered to have quit when an employee is absent for three consecutive working days without notifying the immediate supervisor. This will not be construed a permissive right for an employee to voluntarily absent himself/herself from employment. An employee is required to give immediate notice to their immediate supervisor (Clerical Supervisor, Cafeteria Supervisor or Maintenance Supervisor) or designee of any intent to absent himself/herself from work except in case of emergency such as serious illness, death or accident to the employee or his/her immediate family.
- C. Over-extending a leave of absence, sick leave or over-extending a lay-off for more than five (5) days following a written request that the employee return to work, may result in loss of seniority. If the employee notifies the Board in writing within the five (5) days that the employee will return within five (5) additional days, and the employee does return accordingly, there will be no loss of seniority. (An employee will give notice as promptly as circumstances permit, as to when employee will return to work, and the Board will not be obligated to put employee to work on the day employee reports without such notice.)
- D. When an employee has been laid off their seniority shall be frozen for a continuous period of time, equal to the employee's seniority in the District accumulated to the date of lay-off, at which time loss of seniority shall result.
- E. When an employee has been on Long Term Disability for 100 days, their seniority will be frozen from that point until they return to work (MSLP).

ARTICLE VI - STEWARDS AND UNION REPRESENTATION

Section 1

The employees in each group classification will be represented by one Steward on each shift who will be a regular employee working in that group classification and on that shift.

Section 2

The group classifications are as follows:

For Steward Representation

- A. Maintenance, Hall Monitors,
Operations and Transportation
- B. Clerical
- D. Cafeteria

For Posting and Bidding

- A. Skilled Maintenance
- B. Hall Monitors
- C. Operations
- D. Transportation
- E. Clerical
- F. Cafeteria

Section 3

During an overtime period, an alternate Steward may be appointed by the President of the Union.

ARTICLE VII - GRIEVANCE AND GRIEVANCE PROCEDURE

Section 1

A grievance is defined as a violation of any portion of this contract. A grievance may be filed by the Union representative or an employee, or group thereof, whose name or names will be listed in any written grievance filed. The grievance procedure has time limits for each given step and at any time the time limits are violated in any step by either party the grievance will be deemed lost by the violating party. Time limits may be extended by mutual agreement between both parties.

The statement of grievance will state the facts of the grievance, identify all provisions of the contract violated, indicate the relief requested, and be signed by the Union and employee.

Any individual employee, at any time may present a grievance and have a grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Collective Bargaining Contract. A copy of the grievance disposition will be given to the grievant and also to the Union.

Section 2

- A. Step 1. Within five (5) working days, (counted as days when the aggrieved person is actually on the job), following the act or condition, or discovery of the act or condition (Teacher Contract definition of discovery) which is a basis of a grievance, an employee must present the written grievance to his/her immediate supervisor. An employee may request the presence of a Steward, or in his/her absence, chief Steward, at any stage of the Grievance Procedure. Within three (3) days after presentation of a grievance, the immediate supervisor will give their answer in writing to the employee and the Union a written explanation for reason of denial.
- B. Step 2. Within five (5) working days of the written answer from the immediate supervisor, the Union may request, in writing, a meeting with the Superintendent or designee. The Superintendent or his/her designee will meet with the Union within seven (7) working days after receipt of the request and answer the grievance in writing within five (5) working days of the meeting, unless a longer time is mutually agreed upon by the Union and the Superintendent.

An employee or the Union may request, in writing, a Board hearing upon receiving a written answer from the Superintendent only if the issue involves loss of contractual pay for disciplinary reasons; or disciplinary action that requires a Board hearing for contractual or statutory reasons.

The Board meeting, if requested, will be held within thirty (30) days of receipt of such a request. The Board will deliver its answer in writing to the grievant within ten (10) days of the conclusion of the hearing.

- C. Step 3. It is hereby agreed between the parties upon receipt by the Employer of the written notice of intent to arbitrate a particular grievance which has been submitted to the Arbitration Department, Lansing, MI, all time limits for arbitration contained in the Collective Bargaining Agreement shall be held in abeyance. Should the Employer determine sufficient time has elapsed for the procession of the grievance, the Employer may activate the tolling of said time limits by serving notice to the Arbitration Department. The notice shall be delivered to the MI Council 25, AFSCME Arbitration Department by certified mail. The time limits to select an impartial arbitrator shall begin on the 10th work day after receipt of such notice. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within ten (10) work days of the request for arbitration, then the party requesting arbitration shall, within twenty (20) work days from the date of the intent to arbitrate, file a Demand for Arbitration with the American Arbitration Association, sending a copy of such demand to the opposite party.

Article VII, Section 2, continued

The arbitrator so selected will hear the matter promptly and will issue his/her decision no later than thirty (30) days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth his/her finding of facts.

1. The Arbitrator will not add to, subtract from, change or amend any of the terms of the Contract but will only concern himself/herself with the interpretation and application of the terms of this Contract.
2. If the Arbitrator's decision is within the scope of his/her authority, it will be final and binding on the Union, its members, the employee or employees involved and the Board.

Section 3

The Board will not be required to pay wages for more than five (5) days prior to the day the grievance was presented in accordance with the grievance procedure.

Section 4

Any grievance not advanced to the next step by the employee within the time limit in that step, or if no time limit is specified, within two (2) days, will be deemed abandoned. Time limits may be extended by the Board and the employee, in writing, and if so, the new time will prevail. If the Superintendent or the Board does not respond to a grievance within the time specified, the grievance will be granted.

ARTICLE VIII - EMPLOYEE CLASSIFICATIONS AND WORKING CONDITIONS

Section 1 - Job Descriptions

The job descriptions, while not part of the negotiated contract, will be included in printed form as supplemental information.

Said job descriptions shall include title of job, reports to, job goal, performance responsibilities and job locator number.

These job descriptions shall also include reasonable qualifications required of the job, evaluation and other terms of employment as provided by the contract.

In establishing or updating job descriptions, management will meet with the Union to discuss such proposed changes.

Section 2 - Full-Time 52 Week Employees

A full-time 12 month employee is defined as one who is employed twelve (12) months or fifty-two (52) weeks per calendar year, including Secretaries, Building Maintenance, Building Operation and Grounds Maintenance.

- A. The employee will work an 8-hour day.
- B. The work week will be five (5) days, forty (40) hours a week.
- C. The employee will work on days when school is not in session, except for legal holidays.

Section 3 - Full-Time 42 Week Employees

A full-time 42 week employee is defined as an employee who is employed forty-two (42) weeks per school year, inclusive of Clerks and Switchboard operators.

- A. The work day will consist of 8 hours.
- B. The work week will consist of 40 hours.
- C. Forty-two (42) weeks employment does not include work on legal holidays, Christmas vacation and Spring vacation.
- D. If a 10-10 ½ month employee works the 12 months they will receive regular full-time benefits.

Section 4 - Full-Time 40 Week Employees

A full-time 40 week employee is defined as one who is employed 40 weeks per school year, and includes Cooks and Clerical personnel.

- A. The work day will consist of 8 hours, except where a work schedule has been established for less hours.
- B. The work week will consist of 40 hours, except where a work schedule has been established for less hours.

Article VIII, Section 4, continued

- C. Forty (40) weeks employment does not include work on legal holidays, Christmas vacation and Spring vacation.

Section 5 - Permanent Part-Time Employees

A permanent part-time employee is defined as one on the permanent payroll who, because of the work schedule, works less than a full day, such as hall monitors, cafeteria worker, transportation, clerical and operational.

- A. The employee will work on a straight hourly basis in accordance with the pay schedule.
- B. All new part-time hired employees whose contractual work load is three (3) hours or less will not have any bidding rights outside of their present pay classification. Any switching of classification by the above named individuals will be determined solely by the Board based on qualifications, experience and the recommendations of the personnel committee.
- C. Only an employee grandfathered as of February 1993 will be given first consideration for advancement to full-time employment (subject to the provisions outlined in Article XX, Section 4)
- D. The employee will receive CTO, holiday and vacation pay on a prorated basis.
- E. Beginning the day on which a permanent employee works in a higher paying classification, the employee will receive the next higher rate of pay above the step in their regular classification for all time worked in a higher paying classification.
- F. Any extra run that continues a schedule will be paid at straight time. On any bus run over their regular schedule, a minimum of one hour will be paid with management having the right to assign work within classification for whatever time not used on the actual run, to one hour.

A permanent part-time bus driver will have priority over a substitute driver for hours beyond his/her regular scheduled hours. Management retains the right to assign all extra hours for bus runs.

If a bus driver does not accept an assignment, the bus driver with the next fewest number of extra hours to his/her credit will be offered the assignment. The least senior in this classification must accept the assignment.

- G. An employee will accumulate seniority on the basis of straight time established for the job for which he/she is entitled to compensation. If the employee goes to full-time status, the seniority acquired as a permanent part-time employee will be prorated on the basis of one day's seniority for each eight (8) hours work, to determine the amount of full-time seniority possessed as of the date full-time status is acquired.
- H. When the Strong Junior High School afternoon bus run, which is the middle run (between the High School and Elementary runs), is moved because of an early dismissal situation, the drivers will be kept on the job at regular pay during the regular run times.

Section 6 - Substitute Employees

This group is not within the bargaining unit. An employee in this group may be a substitute for maintenance, operations, transportation, clerical and cafeteria employees. An additional worker employed during the summer is included in this group.

Article VIII, Section 6, continued

- A. Cleaning Crew Employees (all permanent part-time employees and any 10-10 ½ month full-time employees who work out of classification) will have priority for job assignments over a substitute during Christmas, Easter and summer breaks.
- B. Rate of pay for substitutes will be determined by the Board, but guaranteed not to exceed the lowest pay classification of the Union.

Section 7 - Temporary Employees

This group is not within the bargaining unit. An employee in this group may be used in operations for specially designated projects.

- A. Temporary employees may be used during the Christmas, Easter and summer breaks, provided the following requirement is met:

Such use of temporary employees shall not result in the replacement, displacement or layoff of any member of the bargaining unit.

- B. Cleaning Crew Employees (all permanent part-time employees and any 10-10 ½ month full-time employees who work out of classification) will have priority for job assignments over a temporary employee during Christmas, Easter and summer breaks.
- C. Rate of pay for temporary employees will be determined by the Board, but guaranteed not to exceed the lowest pay classification of the Union.

ARTICLE IX - WORK SCHEDULE, OVERTIME AND EXTRA HOURS

Section 1 - Regular Hours

- A. A regular full-time employee will be scheduled to work a regular shift, and each shift will have a regular starting and quitting time. A work schedule showing the employee shift, work days, and hours will be posted on bulletin boards. Except for emergencies, work schedules will not be changed without negotiation.

Due to the unusual job requirements and the past practice between the parties that has been followed over the years, the groundsman's work day will be eight (8) consecutive hours within a twenty-four (24) hour period starting with the same time they are assigned to report to work either day shift or afternoon shift.

- B. Beginning the day on which the employee began work in a higher paying position, they will receive the rate of pay of that position at the employee's current step (highest rate) (this pertains to employees working out of classification, and to permanent part-time employees).

No supervision, certified personnel, parent, etc., shall assume regular duties of a bargaining unit employee if it results in the replacement or displacement of any bargaining unit employee nor shall they be used to work during a period of layoff.

Section 2 - Work Day

Eight (8) consecutive hours including a thirty (30) minute paid lunch period for all full-time employees within a twenty-four (24) hour period, will constitute a regular shift, except for emergencies or unusual job requirements.

Any employee required to remain on the school premises during their lunch period shall receive pay for same.

Section 3 - Work Week

The work week will be Monday through Friday, inclusive.

Section 4 - Overtime pay and Hours

- A. A full-time employee will receive time and one-half his/her regular hourly rate of pay under the following circumstances.
1. All work over eight (8) hours per day.
 2. All work over forty (40) hours per week.
 3. Saturday work.
 4. School sponsored activities on Sundays.
 5. When any building is being used on Saturday, Sunday, or Holiday, for a non-school sponsored scheduled activity, a maintenance employee will be required to be present for the entire activity and will perform the building inspection at the conclusion of the activity.
 6. When any building is being used on a Saturday, Sunday or Holiday, for a school sponsored scheduled activity, a maintenance employee will not be required to be present for the entire

Article IX, Section 4, continued

activity but shall return at the conclusion to assure the closure and shall be compensated for one (1) hour additional pay at the rate of time and one-half; provided, that whenever the school receives remuneration for an activity, any additional time spent beyond the regular shift, will be compensated at the rate of time and one-half.

- B. A full-time employee will be paid double his/her regular hourly rate for work performed on a holiday, and for work performed on a Sunday for other than school sponsored activities.
- C. A permanent part-time employee will be paid at the established overtime rate for overtime work based on an eight (8) hour day of employment.
- D. Weekend and holiday building inspection will be paid at the rate of time and one-half.
- E. Overtime in excess of both hourly and weekly limits will not be compensated more than once as overtime.
- F. An employee in one group classification will not be called to perform work in another group classification in order to avoid paying overtime, however, they may be used after it has been offered to all employees in the group classification.

Section 5 - Call-In Time

The following provisions are provided for an employee called back to work on weekends, holidays, and for emergencies, excluding building inspectors. Hours for building check will be one (1) hour for each building check at the rate of time and one-half. Failure and neglect to arm the building Security System may result in disciplinary action.

- A. A full time employee will be paid a minimum of two (2) hours at time and one-half or may request two (2) hours of compensatory time at time and one-half for weekends and emergencies, and double time for holidays except as stated in this agreement. Request for compensatory time must be at least 48 hours in advance. Employees may accumulate compensatory time until the end of the school year, but must notify the Assistant Superintendent, Finance no later than June 15 to be paid for the accumulated compensatory time. All compensatory time must be used by August 1.
- B. A permanent part-time employee will be paid a minimum of two (2) hours for work on weekends and emergencies. If the employee has met the forty hours per week requirement, they will be paid at time and one-half and double time for holidays except as herein stated in this agreement.

Section 6 - Extra Hours for Operation, Clerical & Transportation Employees

Hours before and after the regular assigned hours in the following classifications are considered extra hours. When the regular assignment plus the extra hours exceeds 8 hours in one day, the hours over 8 will be paid at time and a half. Extra hours beyond the regular daily assignment will be equalized from month to month, within five (5) hours. In the case of a new employee, he/she will start at the top plus one hour as far as extra hours are concerned.

- A. Operation employees in each building will have extra hours equalized as much as possible. If an employee does not accept an assignment, the employee with the next fewest number of extra hours to his/her credit will be offered the assignment. Refused overtime will be included on the time sheet.

Article IX, Section 6, continued

- B. Bus driving will be distributed so that Bus Drivers will have extra hours equalized as much as possible. If a bus driver does not accept an assignment, the bus driver with the next fewest number of extra hours to his/her credit will be offered the assignment.
- C. Extra work assigned to Groundsmen will be distributed so that Groundsmen will have such extra hours equalized as much as possible. If a Groundsman does not accept an assignment, the Groundsman with the next fewest number of extra hours to his/her credit will be offered the assignment.
- D. In addition to the foregoing, the employer will also try as much as possible to equalize extra hours among all of the foregoing employees when extra hours are available in areas defined in A or B or C above, and no one in A or B or C is available. Extra work assigned to Cafeteria employees will be distributed within each building so that Cafeteria employees will have such extra hours equalized as much as possible.
- E. The Chief Steward and a Board Representative will meet semi-annually to review the equalized extra hours in accordance with the provisions of this contract.

Clarification:

- 1. In the case of any custodial absence the first people, if a sub is not available, will be the groundsmen.
 - 2. In the case of a night shift absence, the groundsmen shall be given a 24 hour notice.
 - 3. If a day-time absence is involved, the groundsmen may be assigned directly.
 - 4. After the above are exhausted, the other custodial employees in each building will have the first right to work.
 - 5. All other custodial employees will be called in order of the extra time they have worked in inverse order,
 - 6. In the case of a new employee, he/she will start at the top as far as extra hours are concerned.
- F. Extra hours in central office will be filled by the regular person working in that position. When he/she is not available to work, it will be assigned to the next qualified person.

For the purpose of this article, time not worked because the employee does not choose to work will be charged against such employee to the extent of the number of extra hours paid during that period.

Section 7 - Work at Employees Option

For the purpose of this Article, time not worked because the employee does not choose to work will be charged against such employee to the extent of the number of extra hours worked during that period.

Section 8 - Absence Notification

Employees calling in to report their expected absence shall not be required to give a detail explanation other than to identify the type of absence.

ARTICLE X - WAGE SCHEDULE

An employee will be compensated in accordance with the wage schedule in this contract. Newly hired employees will be compensated in accordance with the wage schedule for New Hires in this contract. When any position not listed on the wage schedule is established by the Board, the Board will designate the classification. Rate of pay, hours of work, and work conditions of a new classification and changes in rate of pay, hours of work and work conditions of an existing classification, are subject to negotiations.

"Spread the Pay" provided for ten (10) and ten and a half (10 ½) month full-time employees.
(Option of choosing 10 or 12 months pay plan).

ARTICLE XI - PAID HOLIDAYS

Section 1 - Paid Holidays for Full-Time 12 Month Employees

- A. New Year's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- December 24th
- Christmas
- December 26th when Christmas falls on Thursday
- December 31st
- Good Friday
- Easter Monday

An employee will receive for a holiday the same rate of pay as they received when working the day before the holiday.

- B. If a holiday falls on Saturday, the employee will receive an additional vacation day. If a holiday falls on Sunday, the holiday will be celebrated on the following Monday. If Christmas Eve and New Year's Eve fall on a Sunday, the employee will receive additional days for Christmas Eve and New Year's Eve. If the 4th of July falls on Tuesday or Thursday, the employee will receive either the day before or the day after the 4th of July as an additional holiday.
- C. An employee will be paid for regular holidays occurring during the work week, if the day before and the day after have been worked, or if the absence is excused. If an employee is required to work, he/she will be paid double time for the time worked.

Section 2 - Paid Holidays for Full-Time 40 and 42 Week Employees

- A. Memorial Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- December 24th or December 31st
- Christmas Day or New Year's Day
- December 26th when Christmas falls on Thursday
- Good Friday

An employee will receive for a holiday the same rate of pay as they received when working the day before the holiday.

- B. If a holiday falls on Saturday, an employee will receive an additional vacation day or an extra day's pay at the option of the employer. If a holiday falls on Sunday, with the exception of Christmas Eve or New Year's Eve, it will be celebrated on the following Monday. If Christmas Eve and New Year's Eve fall on Sunday, the employee will receive an additional holiday or extra pay at the option of the employer.

Article XI, continued

Section 3 - Paid Holidays for Permanent Part-Time Employees

- A. Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
December 24th or December 31st
Christmas Day or New Year's Day
December 26th when Christmas falls on Thursday

An employee will receive for a holiday the same rate of pay as they received when working the day before the holiday.

- B. If a holiday falls on Saturday, an employee will receive an additional vacation day or an extra day's pay at the option of the employer. If a holiday falls on Sunday, with the exception of Christmas Eve or New year's Eve, it will be celebrated on the following Monday. If Christmas Eve and New Year's Eve fall on Sunday, the employee will receive additional holidays or extra pay at the option of the employer.
- C. An employee will be paid for regular holidays occurring during the work week, if the day before and the day after have been worked, or if the absence is excused. If an employee is required to work, he/she will be paid at the rate of double time for the time worked.
- D. The benefits will be on a prorated basis based upon the number of hours of employment required by the job classification. Permanent part-time employees who work twelve (12) months will receive the same paid holidays as twelve months full-time employees, but on a prorated basis. An employee requested to work during Christmas, Easter and/or the summer break will receive the paid holidays that fall within this period.

ARTICLE XII - INSURANCE

Section 1 - Hospitalization Insurance

(Pro-rated for four (4) hours and up)

- A. 1. The Board will provide fully paid Blue Cross-Blue Shield hospitalization and Medical Insurance, MVF-1 Family Plan Master Medical, Semi-Private, Prescription coverage with \$5.00 deductible, DCCR-Dependent Child Rider to age 25, XL-Member Liability X-rays, and RPS-Pap Smear for full-time employees for the duration of this contract.
- 2. The Board may provide an HMO with equivalent or better coverage as an employee option.
- B. A permanent part-time employee will receive a prorated share of benefits prorated on an eight hour day.
- C. The Board will make no direct payment to any other insurance carrier, except as authorized above, for hospitalization.
- D. In the event a permanent full time employee elects to waive coverage under the District's health care plan, she/he shall be compensated at a rate of Six Hundred Dollars (\$600.00) per contract year for the 1996-97 and 1997-98 contract years, payable the first check in November. This shall be known as "Coverage Waiver Compensation". To be eligible to receive this payment, the employee must show proof of coverage under an alternate plan. If the employee loses coverage (for example, by the death of spouse, or if spouse loses his/her job), the employee shall be eligible to re-enroll under the District's health care plan by reimbursing the District one-twelfth (1/12) of the buyout per month left in the contractual year of coverage, subject to the approval of the insurance carrier. The employee must show proof of a loss of coverage.

Section 2 - Group Life Insurance

- A. The Board will provide Group Life Insurance, Accidental Death and Dismemberment coverage on the following basis:

Hours of Employment Per Day	Amount of Group Life and Accidental Death and Dismemberment
7 hours or more	\$30,000
4 hours through 7 hours	\$25,000
Over 2 hours and under 4 hours	\$10,000

- B. A new permanent employee will be covered as of the first of the month following the date of hire. A beneficiary form must be completed and signed prior to the effective date of coverage, however.

Section 1 - Hospitalization

Section 2 - Group Life Insurance

(both articles see reference of Managed Sick Leave Bank p. 32)

Section 3 - Full Dental Insurance Plan

(Prorated for four (4) hours and up)

Article XII, Section 3, continued

100% paid dental insurance policy (UAW benefit level and/or comparable to teachers will be provided by the Board with mutually agreed coverage by the Superintendent and the Union by July 1, 1976. The Board reserves the right to name that carrier.

One hundred percent (100%) of treatment costs for Preventive, Diagnostic (except radiographs) and emergency Palliative (Class I) services and 85% of the balance of Class I Benefits including radiographs paid by Carrier and 80% of treatment costs paid by Carrier on Class II Benefits, with a \$1,000 maximum per contract year on Class I and II Benefits. Fifty (50) percent of treatment costs paid by Carrier on Class III (Orthodontic) Benefits, with a \$500 lifetime maximum. Flouride treatments for children covered 100% up to the age of 18.

Section 4 - Optical Plan

(Prorated for four (4) hours and up)

A. Eligibility

Employees, their spouse, dependent children to the end of the year in which they turn 19 and dependent full-time college students to age 25.

B. Benefits

Benefits are once every 24 months as follows:

Complete eye examination by a Doctor of Optometry.

Prescription lenses in glass or plastic:

Single vision, Bifocal through D-35 mm or Trifocal through 7 x 28.

Tint:

Glass lenses, Rose #1 or #2; or plastic lenses, any single color to 30%.

One frame selected from those frames through a \$38.00 retail cost.

\$90.00 allowance toward contact examination, lenses and professional follow-up care.

Section 5 - Short Term/Long Term Disability

The Board shall provide at no cost to the employee or bargaining agent a policy which will guarantee an employee who is unable to perform his/her duties because of illness or conditions physical or mental (excluding the following conditions of Appendix A) the following benefits; see Appendix A).

The Board will pay the employees salary starting with the thirtieth (30th) day of illness and will continue this payment up to and including the forty-fifth (45th) day of illness, at which time the insurance program will start and continue payments, according to the specification of the policy, providing the employee provides a statement from the doctor stating the illness and that the employee is unable to perform his/her duties.

The Board's payment for days up to and including the forty-fifth (45th) day to an employee after the employee has been off twenty nine (29) days, shall not be deducted from the employee's CTO bank.

The coverage and benefits of Appendix A will remain the same; the benefits are of the minimum allowed by the contract and only an increase of benefits will be accepted. All other procedures, definitions and requirements will not be changed or altered. All future policies cannot deviate from the specifications detailed in Appendix A. the carrier will be the sole decision of the Board providing the Union has the guaranteed right to eliminate or refuse any carrier which does not meet all specifications in Appendix A before Board adoption of carrier.

Article XII, Section 5, continued

- A. An employee receiving benefits from the insurance company will be considered on sick leave for the length of the disability and will be deemed to be on continued employment for the purpose of computing all benefits except as herein stated. When the employee goes on disability the position must be posted after sixty (60) calendar days on a temporary basis.

When a permanent employee returns, the employee is guaranteed their former position until the disability exceeds two (2) years and then the returning employee would have to go to a position to which his/her qualifications and seniority allow. After the employee is on disability two (2) years or retires, the position will then become permanent to the employee who received it through temporary posting. Those who were previously grandfathered will continue to be grandfathered.

- B. Any forms filled out by the employee in order to collect benefits from the company, or any other processes or procedures required by the insurer, will not be used by the Board or its agents to negate or modify any of the employee's contractual or statutory rights with the Board of Education, other than those financial rights replaced by the policy. It will be clear that such requirements are being followed for financial benefits only.
- C. The Board shall continue to pay the premium for health insurance for fifteen (15) months and life insurance for three (3) months following an employee's disability. The employee will be able to continue health care coverage at group rates beyond the fifteen (15) months or three (3) months for life insurance provided he/she makes the payment at their own expense.

Failure of the carrier to meet the provisions of this contract will result in the Board and the Union initiating appropriate legal action to protect this provision of the contract. Cost to be shared equally.

The disability program will become effective after twenty nine (29) accumulative days of illness per fiscal year (waiting period). If you do not have available the number of days to cover the waiting period, you will lose wages until the thirtieth (30th) day. The Board will not pick-up income tax on vouchers paid by any insurance carriers.

Seniority will continue to accrue for the first one hundred (100) days of a qualified disability after which it will be frozen.

ARTICLE XIII - WORKER'S COMPENSATION, INJURY AND ILLNESS

Section 1

An employee sustaining any injury arising out of and in the course of employment by the Board will be compensated in accordance with the provisions of the Michigan Worker's Compensation Act. Further, the Board will pay to the employee a sum which, inclusive of Worker's Compensation and other disability benefits, will total not to exceed 80% of the employee's regular wage while the employee is unable to return to work, for not to exceed one calendar year. Thereafter, sick days may be used.

Section 2

When an employee is able to return to work, he/she will be reinstated in his/her former or a comparable position. If the employee is unable to perform the work, a special conference will be held between the Union and the Board for the purpose of determining if the employee is able to perform other work in a different job classification. If the Union and the Board are unable to agree, the Board's decision will be final.

Section 3

Before returning to work after an operation, serious injury or serious illness, the employee must present to the Board's Central Office a statement from a medical doctor stating that the employee has satisfactorily recovered and is able to return to work.

Section 4

In the event of a dispute involving an employee's ability to perform his/her work on his/her return to work from a lay-off or leave of absence of any kind, the Board's doctor and the employee/s doctor will agree upon a third doctor who will submit a written report to the Board and the employee. The decision of such a third doctor will be binding on both parties. The expense of the third doctor will be shared equally by the Board and the Union.

ARTICLE XIV - LONGEVITY AND SEVERANCE PAY

Section 1 - Longevity

For a permanent full-time employee, Longevity will be made in one lump sum at the end of each year prior to June 30th.

9 years	\$200
10	\$225
11	\$250
12	\$275
13	\$300
14	\$350
15	\$375
16	\$425
17	\$500
18	\$550
19	\$575
20	\$700
21	\$725
22	\$800
23	\$875
24	\$950
25	\$1200

Any employee eligible for longevity pay will be deemed to have earned a years longevity by March 31, in any fiscal year. Any employee severing employment with the school district after March 31 will be paid a full year longevity. Any employee severing employment with the Board on or before March 31, will not be eligible for any longevity pay for that year.

Section 2 - Severance pay

Employees will be paid accumulated sick leave allowances earned between June 30, 1966 and June 30, 1995. Accumulated sick leave allowances earned between June 30, 1966 and June 30, 1986 will be computed at 50% of the 1985-86 rate of pay. Days earned between June 30, 1986 and June 30, 1995, will be paid at 30% of the employee's rate of pay for the years in which the days were earned. Employees will be paid for all days earned between June 30, 1966 and June 30, 1986. Employees hired after July 1, 1990 will be paid for days earned at 20% of the employee's rate of pay for the years in which the days were earned. No employee will be paid for more than 100 sick days earned between June 30, 1986 and June 30, 1995. Any hours earned prior to July 1, 1966 will be forfeited. These days will be paid by April 15, 1996.

Employees may retain or accrue 29 compensated time off (CTO) days/(or 232 hours) at the option of the employee prorated to full-time. These days/hours shall be compensated upon retirement at 50% for all employees hired prior to June 30, 1990.

A maximum of ten (10) days /or eighty (80) hours compensated time off (CTO) in excess of the above 29 days/232 hours may be carried over from one contract year to the next beginning with the 1995-96 school year prorated to full-time. There will be no compensation and/or severance paid for any of these ten (10) days or eighty (80) hours. These additional CTO days are capped at a total of ten (10) days at all times. (For example, ten (10) days/or eighty (80) hours CTO time may be carried over from the first contract year to the second contract year. At the end of the second contract year, no more than ten (10) days/or eighty (80) hours CTO time may be carried over to the third contract year, no matter how many CTO hours have been accumulated.

ARTICLE XV - VACATIONS

Section 1

A. The vacation plan for the full-time 12 month employees will be as follows:

After 1 year through 6 years	10 days
7 years through 10 years	15 days
11 + years	20 days

Employees currently (September 30, 1996) earning more than 20 days of vacation will be frozen at their current number of vacation days.

B. The amount of vacation to which an employee is entitled will be determined on the employee's anniversary date. An employee will submit their vacation request in writing at least three (3) weeks in advance of the requested time off to their immediate supervisor. The supervisor will post the status of a vacation request no later than two (2) weeks after the request is submitted.

1. Employees going from a part-time to a full-time position will have their vacation time based from their equated date.

C. Regular vacation is during the calendar year. For the custodial, skilled maintenance and groundsmen the calendar year will consist of fifty (50) weeks, no vacation time will be approved for the week after school closing or the week before school opening.

No more than 3% of the employees will be permitted to take vacation when school is in session.

Section 2

A. Vacation days for full time 42 week employees (10-10 ½ months constitutes a year in determining vacation).

After 1 year through 9 years To be taken:	8 days 3 days at Christmas 5 days at Easter
10 years through 15 years To be taken:	13 days 5 days at Christmas 5 days at Easter 3 days at end of year or take time off during school year by arrangement with immediate supervisor
16 years on up	14 days 5 days at Christmas 5 days at Easter 4 days at end of year or take time off during school year by arrangement with immediate supervisor

Article XV, Section 2, continued

- B. The amount of vacation to which an employee is entitled will be determined as of anniversary date of hire.
 - 1. Employees going from a part-time to full-time position will have their vacation based from their equated date.

Section 3

The vacation days mentioned above will be non-accumulative, and will be deemed abandoned if not used during the employees anniversary year.

ARTICLE XVI - LEAVE OF ABSENCE, COMPENSATED TIME OFF (CTO)

Section 1 - Leave of Absence

- A. A request for leave of absence will be made to the Board in writing. Leave of absence may be granted to an employee for a period of not to exceed six months. Upon Board approval, it may be extended for an additional six months. The Board will not arbitrarily refuse a request for a leave. Position to be posted within seventy-two (72) hours of Board approval for any leave of absence three (3) months or over.
- B. An employee will not accrue seniority during a leave of absence nor receive pay or benefits except as herein otherwise indicated.
- C. If the employee appears for work without giving proper advance notice of his/her return from leave, the Board may refuse him/her permission to work and deduct his/her regular daily wage.
- D. Any employee on leave of absence accepting employment while on leave will be terminated.
- E. Necessary lay-offs pursuant to Article XXI will constitute basis for halting leave benefits.

Section 2 - CTO

- A. A full time twelve (12) month employee will accumulate two days/or sixteen (16) hours of compensatory time off on July 1 of each school year. Thereafter, one (1) compensatory time off day/or (8 hours) will accumulate for each month the employee receives pay but not to exceed a total of fourteen (14) days/or one hundred and twelve (112) hours per year. An employees absence will be chargeable to his/her earned compensatory time off bank.

Employees working 10-10 ½ months will accumulate two days of compensatory time off on July 1 of each school year. Thereafter, one (1) compensatory time off day will be accumulated for each month the employee receives pay but not to exceed a total of twelve (12) days per year. Days will be converted to hours based on the employee's standard daily hours worked. An employees absence will be chargeable to his/her earned compensatory time off bank.

An employee may carry over a maximum of ten (10) days/or eighty (80) hours of compensatory time from one contract year to the next contract year prorated to full-time. In addition, an employee may add days/hours to maximize the 29 day/232 hour disability reserve bank. Any unused CTO hours not carried forward or placed in the disability reserve bank will be forfeited. No compensation or severance will be paid for any of these ten (10) days/eighty (80) hours. These additional CTO days are capped at a total of ten (10) days at all times. (For example, ten (10) days/eighty (80) hours CTO time may be carried over from the first contract year to the second contract year. At the end of the second contract year, no more than eighty (80) hours CTO time may be carried over to the third contract year, no matter how many CTO hours have been accumulated. Only hours added to maximize the disability reserve bank will be allowed.

Managed Sick Leave

Employees may accrue a maximum of twenty-nine (29) days/232 hours disability reserve days. These days may only be used by an employee after exhaustion of all CTO days. A request to use a disability reserve day(s) must be accompanied by a physician's (M.D. or D.O.) certificate verifying the need to utilize the disability reserve day(s).

If an employee uses more than three (3) CTO days, a doctor's statement certifying illness or injury may be required. If illness is of a serious or contagious nature, a certificate from the employee's doctor certifying recovery may be required.

Article XVI, Section 2, continued

- B. A deduction will be made on an employee's final check for CTO days used in excess of earned CTO days.
- C. Expected absences and return to work will be reported to the employee's immediate supervisor. As much advance notice will be given as soon as possible, preferably eight (8) hours before the start of the employee's scheduled duties. Failure of notice may result in deduction of wages.
- D. No deduction in pay will result from absence from duty while an employee is on CTO days until his/her absence exceeds accumulated CTO days.
- E. An employee will not accumulate compensatory time off for any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- F. Hospitalization and Group Life Insurance premiums will continue to be paid by the Board to cover the extended illness of an employee for not to exceed three (3) months, following the total use of accumulated days.

Section 3 - Maternity Leave and Child Care Leave

- A. Upon written request by the employee and proper certification of pregnancy from a qualified physician, the Board of Education will grant either a maternity leave or a child care leave as requested by the employee.
- B. Prior to the 6th month of pregnancy, an employee will furnish a written opinion from a medical doctor as evidence of the time that pregnancy has existed. The physician's statement must also specify the expected delivery date and must further specify the date until which, in the physician's opinion, the employee can continue her employment without (1) danger to the employee's health or that of the child or (2) impairment in any way of the employee's ability to perform her duties. If the Superintendent of Schools has evidence of a significant change in the employee's ability to perform her duties, she may require additional medical reports from the employee's physician and the school physician for the purpose of deciding whether an employee can continue working prior to the birth of the child. In the event of conflict between the statements of the two physician's the school physician and the employee's physician will agree upon a third physician to submit a report to the Board and the employee, and the decision of the third physician shall control. The cost of the third physician would be paid for by the party who requests it.
- C. Within two (2) weeks after delivery, the employee who has chosen a maternity leave shall provide the Superintendent of Schools with a statement from her physician specifying the date when, so far as the health of the employee is concerned and without respect to any aspect of care and feeding of the child, the employee is able to resume and adequately perform her duties. The date of resumption of employment of the employee shall be the date specified by the employee's physician. An employee may apply up to 20 days of sick leave to her **maternity** leave, provided this number does not exceed the number of CTO days to which she is entitled when her maternity leave begins.
- D. The employee who has chosen a child care leave would return to her former position at the expiration of her six months leave provided appropriate medical certification by her doctor stating that she is able to return to work is presented to the Superintendent of Schools, and provided further that her position is available; it being the time of year that she would normally work.
- E. An employee who suffers an interrupted pregnancy, still birth or death of any child for whom she received child care leave, may upon application to the Superintendent to be returned to service after

Article XVI, Section 3, continued

appropriate medical certification by her doctor or the school physician, prior to the completion of said child care leave provided that her position is available; it being the time of year that she would normally work.

- F. In the event that a member of the bargaining unit legally adopts a child, a child care leave may be requested and granted.
- G. It is agreed that the failure of any employee to comply with any of the foregoing requirements shall be just cause for termination of her services. Prior to termination of services and if requested by the employee, a hearing before the Board will be granted allowing the employee and the Union to present their case. Request for a hearing must be made within five (5) days of notification of termination of services.

Section 4 - Funeral leave

An employee will be allowed three (3) days funeral leave which must be taken consecutively for each death in the immediate family. The funeral shall be within the three (3) consecutive days. Funeral leave days are not to be deducted from CTO or vacation banks. The immediate family will be defined as spouse, child, parent, father-in-law, mother-in-law, grandparents, brother, sister, son-in-law, daughter-in-law, grandchildren and other individuals living in the household of the employee being included in the definition under funeral leave.

Section 5 - Jury Duty

Upon notice of jury duty, an employee will immediately notify the immediate supervisor. An employee called for jury duty participation during his/her employment hours will be paid the difference between what he/she received as a juror and the regular wages he/she would have normally received from the employer if employed, providing he/she notifies his/her immediate supervisor within seven (7) days of receipt of notice. Seniority and increments will accumulate according to the salary schedule.

Section 6 - Military Duty

An employee who may enlist for one period of not to exceed four (4) years or be conscripted into the defense forces of the United States for service or training, will be re-employed upon termination of service, in his/her previous position, in line with his/her seniority, at the current rate of pay for such work, unless circumstances have so changed as to make it impossible or unreasonable to do so, in which event he/she will be offered such employment as may be available in line with his/her seniority or work which is similar to that which he/she was doing before he/she left, at the current rate of pay for such work, provided he/she has been honorably discharged, or honorably separated, and is physically able to do the work and provided further that he/she reports to work within 60 calendar days after discharge or separation.

Section 7 - Union Representation

An employee elected to any union office to do work which takes him from employment with the Board, at the written request of the Union, will be granted leave of absence for not to exceed one (1) year, subject to renewal upon request of the Union and at the discretion of the Board.

Article XVI, Section 7, continued

An employee selected by the Union to participate in any other Union activity will be granted a leave of absence at the request of the Union. A leave of absence for such activity will not exceed one (1) year, but leave may be renewed or extended for a similar period upon the request of the Union at the discretion of the Board. Such leave will be limited to one employee at a time. Seniority will accumulate. Upon returning, the employee will be re-employed in the same group classification.

Section 8 - Professional Business

The Board will provide five (5) days per year for one Union delegate or the president to attend Union conventions or meetings. CTO days are not to be used for outside employment.

If an employee is engaged in activity or business under the direction of the Board, the employee will not be regarded as absent even though such activity might require the employee's presence at a place other than that of his/her regular assignment.

The President (or his/her designee) of the Union will be given four (4) hours of release time per week with pay (non-cumulative) to take care of union matters.

Section 9 - Winter Recess Days.

Two (2) winter recess days to be taken during the school year.

Forty (40) week and forty-two (42) week employees:

1996-97 - Two (2) winter recess paid days

1997-98 - Two (2) winter recess paid days

Fifty-two (52) week employees:

1996-97 - Two (2) winter recess paid days

1997-98 - Three (3) days - employee must use vacation, CTO days or no pay days.

ARTICLE XVII - BULLETIN BOARDS

Section 1

The Board will provide a bulletin board to each building to be used by the Union for posting notices of the following types;

- A. Notices of recreational and social events.
- B. Notices of Election.
- C. Notices of results of Elections.
- D. Notices of meetings.
- E. Overtime lists.
- F. Collective bargaining contract and supplements.

A copy of materials posted on bulletin boards and placed in mail boxes will be submitted to the Board's Central Office.

**ARTICLE XVIII - SPECIAL CONFERENCES - EXECUTIVE
BOARD/MANAGEMENT CONFERENCES**

Section 1

A special conference for important matters will be arranged between at least two (2) representatives from the Union and two (2) representatives of the Board upon the request of either party. Arrangements for such special conference will be made in advance and a written agenda of the matters to be considered will be presented at the time the conference is requested. Said conference shall be held at mutually agreed to times.

Section 2

To facilitate improved understanding of operation procedure and personnel matters as they relate to mutual concerns, quarterly meetings shall be conducted during the fiscal year. Arrangements for these meetings shall be made as in Section 1. Additional meetings may be called by either party.

ARTICLE XIX - UNION ACTIVITIES

Section 1

The Board agrees that during working hours, on the Board's premises, and without loss of pay, Union representatives will be allowed to:

- A. Collect initiation fees and assessments and any Union dues not collected through payroll deductions.
- B. Post Union notices.
- C. Distribute Union literature.
- D. Solicit Union membership during other employee's non-working time.
- E. Attend negotiating meetings with Board Negotiation Team.
- F. Transmit communications, authorized by the local Union or its officers, to the Board or its representatives.
- G. Consult with the Board, or its representatives, concerning the enforcement of any provisions of this contract.
- H. Process grievances.

Time away from the job must be kept to a minimum. Except in performance of the duties as set forth above, no employee will engage in activities during working hours that detract from the performance of his/her duties and responsibilities. The privilege of conducting Union activities as set forth above will not be abused.

ARTICLE XX - MISCELLANEOUS PROVISIONS

Section 1 - Mileage Allowance

- A. An employee required to drive his/her automobile from building to building within the School district as part of his/her regular duties, will be reimbursed at the rate of twenty-five (25) cents per mile. For required driving outside of the School District, he/she will be reimbursed at the rate of twenty-two (22) cents per mile.
- B. The Board will reimburse any employee required by the Board to have a chauffeur's license the difference between a chauffeur's license and a driver's license. However, employees who work for another employer who also requires a chauffeur's license, if this work is performed during regularly scheduled hours of employment with the Board, shall be required to reimburse the Board its cost.
- C. Employees who cease employment with the district during the term of the license shall reimburse the Board a pro-rated position of the chauffeur's license fee.

Section 2 - Uniform and Protective Clothing

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device will be furnished to the employee by the Board. The cost of maintaining the uniform or protective clothing in proper working condition is the responsibility of the Board. (including tailoring, dry cleaning, and laundering) (cafeteria apparel not included)

Section 3 - Contracting and Subcontracting of Public Works

During the term of this agreement, the Board will not contract out or subcontract any public work with the express intent to affect an employee's job. If a change is contemplated, the Union will have an opportunity to discuss the matter before final action is taken.

Section 4 - Job Postings, Vacancies and New Positions

- A. The Board will fill vacancies and new positions by promotion from the ranks of employees, except in cases where the employee's skills do not meet the job requirements. Vacancies will be filled from within the group classification first. When there are no bids from within the group classification, the bids of other employees will be considered provided they have work experience or training for the job posted.
- B. An open job will be awarded to that employee who bids it, and who has the highest seniority, except where special skills are required such as clerical, skilled maintenance and head cooks. In such cases, qualifications and ability will be the determining factors. If qualifications and ability are equal, seniority will prevail in those jobs where special skills are required. The Board, upon written request, will submit written notice to the employee and the Union why the senior employee who bids a position is not awarded the position.
- C. A job becoming open will be posted for bid within five (5) days, by the Superintendent. Any employee (with the exception of those working three (3) hours or less who were hired after January 25, 1993) interested in bidding for the job will submit a written bid to the Superintendent within the time specified in the notice, provided the employee will have at least five (5) days to submit a bid. If the job is not desired by any employee, the Superintendent may recruit an employee. If the job is not filled within thirty (30) days from close of bidding time, the job will be reposted.

Article XX, Section 4, continued

- D. Before a job opening is filled, the Superintendent will discuss the same with the Union President and group classification Steward.
- E. Upon Board approval, an employee obtaining a job through posting will be immediately transferred to his/her new position within two (2) days.
- F. An employee whose job is abolished will be entitled to any classification to which his/her seniority and qualifications warrant.
- G. In any necessary reduction in staff, a senior employee will be given preference over a junior employee, provided he/she has the qualifications and ability to do the job. Work loads may be changed as a result of a necessary reduction in staff.
- H.
 - 1. A probationary period of ninety (90) days is required of a new employee. Any employee absent more than two consecutive weeks during their 90 day trial period (for illness) will resume their 90 day trial period at the number of days left when the interruption occurred.
 - 2. When an employee, other than a new employee, is awarded an open position, he/she will be granted a ninety (90) day trial period to determine his/her desire to remain in the position and his/her ability to perform the work. During the trial period, the employee may return to this former job. If the Board determined that the employee is unable to satisfactorily perform the work and returns him to his/her former position, the Union may request that the Board submit its reasons for such action in writing, with a copy furnished to the employee. The matter may then become a proper subject for the second step of the grievance procedure. The next senior employee who bids will be awarded the position, without a reposting.
 - 3. An employee hired or rehired on or after **June 15, 1990** shall be paid a hiring-in rate of 85% of the negotiated classification rate of the job to which he/she is assigned.
 - a. Upon completion of one year of employment (52 weeks) such employee shall receive an increase to 90% of the negotiated classification rate of the job to which he/she is assigned.
 - b. Upon completion of two years of employment (104 weeks) such employee shall receive an increase to 95% of the negotiated classification rate of the job to which he/she is assigned.
 - c. Upon completion of three years of employment (156 weeks) such employee shall receive the full negotiated classification rate of the job to which he/she is assigned.

See Salary Schedule - Non-Teaching Personnel - New Hires

- I. Postings will include job classification, a reference to job description supplement to this contract, number of hours per day, number of weeks per year, rate of pay, building and area. After a job is filled, the Board will not make any changes arbitrarily.

Section 5 - Discipline and Discharge

- A. Except in unusual circumstances requiring action in the best interest of the School District, an employee may be disciplined only for failing to fulfill his/her responsibilities as an employee. Any discipline imposed may be processed through the regular grievance procedure. The Union may appeal suspension or discharge directly to the Superintendent of Schools.

Article XX, Section 5, continued

- B. Except in unusual circumstances requiring immediate action in the best interest of the School District, disciplinary procedure will be as follows:
 - 1. An employee will be orally reprimanded in the presence of a steward and/or Union representative, if requested by the employee.
 - 2. Written reprimand (copy to Union)
 - 3. Suspension for not to exceed five (5) days. Board will notify the Union in writing of the suspension. The employee will be subject to discharge **only** after a trial period following suspension. In extreme cases, an employee may be sent home but will be provided a hearing by the Board. The employee will have the right to Union representation and the hearing shall be held in a timely manner.
- C. If an employee is unjustly suspended or discharged, he/she shall be reinstated with full compensation for all loss of time and with full restoration of all other rights and conditions of employment.
- D. An employee's record will be cleared if there are no infractions for a period of two (2) years.

Section 6 - Rest Period

- A. An employee will be permitted to take a fifteen (15) minute break with the immediate supervisor's knowledge in the first half and second half of each shift, provided regularly scheduled work is not disrupted.
- B. An employee who works beyond the regular quitting time into the next shift will receive a fifteen (15) minute rest period before he/she starts to work on such next shift, in addition to the regular rest periods that occur during the shift.

Section 7 - Meal Periods

A full-time employee will be granted an uninterrupted lunch period during each work shift. Whenever possible, the lunch period will be scheduled at the middle of each shift.

Section 8 - Work Rules

- A. New work rules are subject to negotiation before becoming effective.
- B. The Board will post new work rules for ten (10) days before they become effective. Each employee will receive a copy upon request.
- C. The reasonableness of a new work rule and alleged discrimination in application of any work rule is a proper matter for a grievance by the Union.

Section 9 - Employees Change of Address or Telephone

It will be the responsibility of each employee to notify the Board of any change of address or telephone number. The employee's address and telephone number, as it appears on the employer's records, will be conclusive when used in connection with notice to employees.

Article XX, Section 9, continued

Section 10 - Flu Shots

The Board will provide flu shots at Board expense on other than school time at a time and place determined by the Board. The Board of Education will pay for required health cards for all employees.

Section 11 - Paycheck Pick-up

All afternoon shift employees shall be allowed to receive their paychecks at the central office on Thursday between 2:00 and 3:00 p.m. It is understood that this clause will not be construed to establish a reason for reporting late for work, nor will the clause be applicable whenever payroll has not been completed for good and just cause, such as holidays and computer breakdown.

Section 12 - Education/Tuition Reimbursement

Employees will be compensated up to \$250.00 per year for any post-secondary class work. Employees must receive a grade of "C" or better and provide a financial statement from the institution of their costs. Reimbursement will be prorated on an eight (8) hour work day.

ARTICLE XXI - LAY OFFS AND RECALL PROCEDURES

Section 1 - Lay Offs

When it becomes necessary to lay off any employee, lay offs will be according to seniority by group classification and the employee with the least service in the group classification will be laid off first, provided senior employees have the ability to perform the work.

If the Board lays off a permanent full-time or part-time employee because of insufficient money or declining enrollments, the Board will give a ten (10) day written notice to such employee.

Whenever an employee is laid off as a result of the job abolishment procedure that employee will not be protected by the declining enrollment or insufficient money clause of the lay-off procedure.

Management will not utilize substitute employees during the term of a lay off or until all full-time/part-time employees have been recalled to their previous positions.

For purposes of lay off and recall, employees classifications will be divided into the following categories:

Operation:	Skilled Maintenance Engineers Custodians I Groundsmen Hall Monitors - Bus Drivers & Attendants
Clerical:	Secretaries Clerks (Full and Part-time)
Cafeteria:	Cooks Cooks Helpers

Section 2 - Recall Procedure

When the working force is increased after a lay off, employees will be recalled in reverse order to that of lay off within their group classification, provided the greater seniority employees are able to perform the available work.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall he/she shall be considered a quit.

Laid off employees who are recalled to either a different group classification and/or a position in their group classification which involves less hours per week and reject the recall shall suffer no loss of seniority and/or any other benefits provided in this Agreement.

ARTICLE XXII - "NO STRIKE" CLAUSE

Section 1 - No Strike Clause

There will be no strikes by the Union, its officers, representatives or members. Nothing contained herein will be construed to limit, impair, or affect the right to any public employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

Section 2 - Definition of a Strike

"Strike" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment or to settle a grievance.

ARTICLE XXIII - WAIVER CLAUSE

The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Both parties, for the duration of this contract, waive the right to negotiate any questions introduced, debated and settled prior to execution of this contract. Any amendment or agreement supplemental hereto will not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXIV - REINSTATEMENT - VETERANS

Reinstatement and re-employment of a Veteran will be governed by applicable Federal and State laws.

ARTICLE XXV - LEGAL RELIEF CLAUSE

This contract is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union and the employees in the bargaining unit, including any amendments that may hereafter be made during the life of the contract and whenever the terms of this contract will at any time be held to be contrary to laws by a competent court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision will be void and inoperative; however, all other provisions of this agreement will continue in effect.

ARTICLE XXVI - DEFINITIONS OF TERMS IN THIS CONTRACT

- A. "School" includes any work location, functional division or group to which a grievance may arise.
- B. Pronouns are written in the masculine and the singular only, but will be read as if written in the plural, feminine or neuter.
- C. "School year" means a twelve (12) month period commencing on the first day of July, except as defined elsewhere in the Contract.
- D. "Transfer" means a permanent change from one job to another job.
- E. "Seniority" means continuous years of service in the Melvindale-Northern Allen Park Public Schools.
- F. "Day" means working day.
- G. "Employee" means any member of the bargaining unit employed by the board.
- H. "Layoff" means a reduction in the work force due to a decrease of work.
- I. "Will" includes shall.
- J. "Overtime" means pay for over 8 hours in a day at time and a half as called for in the contract.
- K. "Extra Hours" means any hours worked before or after an employee's regular assignment.
- L. "Job Abolishment" - Work no longer needed. Performance of these duties do not exist. This work will not be added to another employee classification, except through attrition, for the purpose of reducing the labor force.
- M. "Compensated Time Off" - This is paid time for employees who are not performing their regularly assigned duties.

ARTICLE XXVII - COMMENCEMENT AND TERMINATION OF CONTRACT

This contract will be in effect from the 1st day of July, 1995 and will remain in full force and effect until 11:59 p.m., June 30, 1998.

The contract is for three (3) years (1995-96 - \$0.40, 1996-97 - \$0.40 and 1997-98 - \$0.31).

The Board and Local 1523 agree that should a pay incentive be negotiated with any other bargaining unit that the Board would agree to open negotiations with Local 1523 to negotiate a like incentive of equal value to the district.

ARTICLE XXVIII - RENEWAL OF CONTRACT AND AMENDMENTS

Section 1

This Contract will be renewed automatically from year to year after **June 30, 1995**, unless either party gives written notice to the other party, at least ninety (90) calendar days prior to **June 30, 1998**. If such notice has been given, this contract may be terminated on **June 30, 1998**, or any subsequent termination date, or thereafter, by either party, upon ten (10) calendar days written notice of termination. This Agreement will remain in full force and be effective during the period of negotiations and until ten (10) days after notice of termination of this Agreement is provided to the other party.

Section 2

If notice has been given in accordance with Section 1, negotiations will commence not later than sixty (60) calendar days prior to **June 30, 1998** or any subsequent termination date.

Section 3

Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail addressed, if to the Union, to its President, at his/her resident address and to the Board at 18530 Prospect Street, Melvindale 48122, or to any such address as the Union or board may direct to the other.

ARTICLE XXIX - RETIREMENT

- A. The Board shall provide the "NONCONTRIBUTORY PLAN" for retirement commencing July 1, 1975. The board will discontinue withholding contributions from the employee's wages for retirement funds.

ARTICLE XXX - RATIFICATION

IN WITNESS WHEREOF, the parties hereto have executed this contract this 30th day of September, 1996.

AMERICAN FEDERATION OF STATE,
COUNTY OF MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 25, AND ITS
AFFILIATE LOCAL 1523

BOARD OF EDUCATION
MELVINDALE-NORTHERN
ALLEN PARK PUBLIC
SCHOOL DISTRICT

By: Harriet K. Bowerman
Harriet K. Bowerman
President

By: John E. Rowe
John E. Rowe
President

By: Virginia Clarke
Virginia Clarke
Secretary

By: Dr. Donna D. Schmidt
Dr. Donna D. Schmidt
Superintendent

APPENDIX "A"

LONG TERM DISABILITY POLICY

ADMINISTRATORS AND TEACHERS
MELVINDALE-NORTHERN ALLEN PARK SCHOOLS
MELVINDALE, MICHIGAN

*Certificate of
Insurance*

**LONG TERM
INCOME
PROTECTION**

administered by National Insurance Services

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Mailing Address: P.O. Box 5008, Madison, Wisconsin 53705

(HEREIN CALLED THE COMPANY)

Certifies that it has issued the group insurance policy shown below and that, subject to the terms of that policy, the named employee is insured for the benefits described in this Certificate. The initial coverage shown in the Schedule of Benefits is the coverage in effect on the certificate date if the employee is in active service on that date; otherwise, upon his or her return to active service.

Policyholder: TRUSTEE OF NATIONAL INSURANCE SERVICES



This Certificate will in no way void any of the terms contained in the Group Insurance Policy. It replaces any and all certificates and certificate riders issued for the above named employee under the policy referred to herein.

President

SECTION I — DEFINITIONS

"Active service" means you must be working:

1. for the employer on a permanent full-time basis and paid regular earnings;
2. at least 30 hours per week unless otherwise specified in the Schedule of Benefits; and either
3. at the employer's usual place of business; or
4. at a location to which the employer's business requires you to travel.

You will be deemed to be in active service on each day of a regular paid vacation or on a regular nonworking day on which you are not disabled if you were in active service on the last preceding regular working day.

"Basic monthly earnings" means your monthly rate of earnings from the employer in effect immediately prior to the date total disability begins. It does not include bonuses, over-time pay and extra compensation.

"Company" means Madison National Life Insurance Company, Inc.

"Disability benefits," when used with the term retirement plan, means money which:

1. is payable under a retirement plan due to disability as defined in that plan; and

2. does not reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan if the disability had not occurred. (If the payment does cause such a reduction, it will be deemed a retirement benefit as defined in this certificate.)

"Eligibility date" means the date you become eligible for insurance under the policy. Classes eligible are shown in the Schedule of Benefits.

"Elimination period" means a period of consecutive dates of total disability for which no benefit is payable. The elimination period is shown in the Schedule of Benefits and begins on the first day of total disability.

"Employee" is as defined in the Schedule of Benefits.

"Employer" means any employer who:

1. executes a Joinder Agreement with the Trustee of National Insurance Services; and
2. designates the Trustee as the entity to act as policyholder for it in conjunction with providing benefits described in the policy.

SCHEDULE OF BENEFITS

FOR

ADMINISTRATORS AND TEACHERS
MELVINDALE-NORTHERN ALLEN PARK SCHOOLS
MELVINDALE, MICHIGAN

CARRIER ID NUMBER: 1067

GROUP EFFECTIVE DATE: AUGUST 1, 1996

Monthly Benefit	Age at Disablement	Duration of Benefits	Elimination Period
70% of Monthly Earnings for the First Year	61 or younger	To age 65	45 Consecutive Calendar Days
	62	3½ years	
	63	3 years	
	64	2½ years	
60% of Monthly Earnings Thereafter	65	2 years	
	66	1¾ years	
	67	1½ years	
	68	1¼ years	
	69 or over	1 year	

Maximum Annual Covered Salary: \$85,715

Maximum Monthly Benefit: \$5,000

SPECIAL PROVISIONS FOR THE ADMINISTRATORS AND TEACHERS OF MELVINDALE-NORTHERN ALLEN PARK SCHOOLS:

Eligible Employees: All Active full-time employees of the Employer will be eligible for coverage, excluding in any case, part-time or temporary employees. An employee will be considered full-time if he or she is working 600 hours per year.

For those employees hired after the initial effective date of the group contract, coverage will become effective on the first of the month following the date of hire.

Minimum Monthly Benefit: The Minimum Amount of Monthly Income payment would in no event be less than \$50.00.

Full Maternity Coverage: Normal pregnancy and childbirth is covered as a sickness as defined in the certificate and subject to the elimination period specified on the reverse side of this page. However, the inability of the insured person to engage in her own or any occupation shall not be due to lack of presentability or childrearing.

TC/A3/B/C/D/G/H/L1/M2

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* These optional provisions may or may not be a part of your group plan. You will not have pages in the Certificate for those not part of your group plan.

Other Income Benefits

Other income benefits mean those benefits shown below which are paid or would be paid if the proper claim were filed:

1. The amount for which you are eligible under any:
 - a. Workers' Compensation Law;
 - b. occupational disease law; or
 - c. other act or law of like intent.
2. The amount of any disability income benefits for which you are eligible under any compulsory benefit act or law.
3. The amount of any disability income benefits for which you are eligible under:
 - a. any other group insurance plan of the employer;
 - b. any state or federal government disability or retirement plan; or
 - c. any individual policy for which the employer pays some or all of the premiums.
4. The amount of benefits you are eligible to receive under the employer's retirement plan as follows:
 - a. any disability benefits;
 - b. any retirement benefits.
5. The amount of disability or retirement benefits under the United States Social Security Act. as follows:
 - a. disability or unreduced retirement benefits for which:
 - i. you are eligible; and
 - ii. your spouse, child or children are eligible because of your disability; or
 - iii. your spouse, child or children are eligible because of your eligibility for unreduced retirement benefits; or
 - b. reduced retirement benefits received by:
 - i. you; and
 - ii. your spouse, child or children because of your receipt of reduced retirement benefits.
6. Any amount which you are eligible to receive from the employer for:
 - a. any salary continuation plan;
 - b. commission;
 - c. vacation pay;
 - d. bonus pay;
 - e. any other type of extra pay.
7. Auto insurance based on the principle of "no fault" coverage.

These other income benefits, except retirement benefits, must be payable as a result of the same total disability for which this policy pays a benefit.

Benefits under item 5a. above will be estimated if such benefits:

1. have not been awarded and have not been denied; or
2. have been denied, until such time as the denial is appealed through the final administrative appeals level; or
3. were at one time awarded but are now being denied, until such time as the denial is appealed through the final administrative appeals level.

If benefits have been estimated, the monthly benefit will be adjusted when the Company receives proof:

1. of the amount awarded; or
2. that benefits have been denied at the final administrative appeals level and the denial is not being appealed to the courts.

In the case of 2. above, a lump sum refund of the estimated amounts will be made.

Recurrent Disability

"Recurrent disability" means a disability which is related to or due to the same cause(s) of a prior disability for which a monthly benefit was payable.

A recurrent disability will be treated as part of the prior total disability if, after receiving total disability benefits under this policy, you:

1. return to your regular occupation on a full-time basis for less than six months; and
2. perform all the material duties of your occupation.

Benefit payments will be subject to the terms of the policy for the prior total disability.

If you return to your occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of total disability. You must complete another elimination period.

Successive disability which results from (an) unrelated cause(s) will be deemed to be a continuation of the first disability unless separated by your return to active service for at least one full day.

Rehabilitation

If you are receiving a benefit under the policy, you may enter a rehabilitation program. This program must be supervised by a physician and approved by the Company. While in such a program, you shall be deemed to be totally disabled. The monthly benefit payable, while under such a program, shall be reduced by 50 percent of any income earned by you for work done under the program.

At no time shall the monthly benefit be paid beyond the maximum benefit period.

The monthly benefit will in no event be less than the minimum monthly benefit.

Cumulative Elimination Period

If: (1) during the elimination period, you return to active work at your occupation or any other occupation; and (2) you become totally disabled again from the same or related cause(s); the elimination period shall be determined as follows:

1. If the return to active work is for a total of 10 or less working days: the elimination period shall be counted from the first day of the first period of total disability. The number of days of return to work shall be added to and extend the elimination period by that number of days.
2. If the return to active work is for a total of more than 10 working days: the elimination period shall start over and apply to the new period of total disability.

Partial Disability

"Partial disability" and "partially disabled" mean that:

1. With respect to your regular occupation, you, while unable to perform all the material duties of your regular occupation on a full-time basis, are:
 - a. performing at least one of the material duties of your regular occupation on a part-time basis; or
 - b. performing at least one of the material duties of your regular occupation on a full-time basis.
2. With respect to any other occupation, you, after receiving 24 months of total disability benefits, remain completely unable to perform each of the material duties of your occupation, and are performing the duties of any other gainful occupation for which you are reasonably fitted by training, education or experience.

Eligibility: Subject to the following, the Company will pay partial disability benefits when proof is received that you are partially disabled within 31 days of receiving total disability benefits. The partial disability must result from the injury or sickness that caused total disability.

Partial Disability Benefit: The partial disability benefit will be the amount as computed in the "Monthly Benefit" and "Other Income Benefits" sections of this Certificate less 50 percent of the earnings which you receive while you are partially disabled.

Duration — Regular Occupation: A monthly benefit will continue to be payable while you are partially disabled after you receive 24 months of:

1. total disability benefits; or
2. total and partial disability benefits.

But the monthly benefit will continue only while your partial disability earnings are less than 80 percent of your basic monthly earnings in effect when total disability began. Benefits will cease on the date partial disability earnings equal or exceed this limit.

Duration — Any Other Occupations: After you receive 24 months of total disability benefits, a monthly benefit will be payable while you are partially disabled, but only while your partial disability earnings are less than 70 percent of your basic monthly earning in effect when total disability began. Benefits will cease on the date partial disability earnings equal or exceed this 70 percent limit.

Evidence: The Company may require any evidence needed to verify your earnings and proof of continuing partial disability.

Termination of Partial Disability Benefits: Partial disability benefits will cease on the earliest of:

1. the date you cease to be partially disabled;
2. the date you die;
3. the end of the maximum benefit period;
4. the date you are eligible for benefits under any other group long term disability policy;
5. the date you receive retirement benefits under the employer's retirement plan.

Cost of Living-Adjustment

The monthly benefit paid to you after adjustment for other income benefits would be changed yearly in accord with changes in the Federal Consumer Price Index (CPI). The CPI for the first January after the start of payments will be used to figure the change base on which future cost of living changes will be figured. The CPI for each subsequent January will be used to figure the change from the base. These figures will be the sum of all the percentage changes since the base was established. The cost of living feature takes effect: (1) on the March 1 after the January in which the sum of all the changes is 3 percent or more, and (2) only after the monthly benefit has been paid to you for at least 12 months in a row. Once the cost of living feature has gone into effect, it will stay in effect with a change in benefits on each subsequent March 1 based upon the sum of all of the percentage changes in the CPI up to the prior January. A total lifetime maximum increase of 20 percent will be allowed under this provision.

The total payment which is made during any one year period starting March 1 will be: the sum of the original benefits; less any reductions for other income benefits; plus the total amount of cost of living adjustment.

The monthly benefits payable, after all of the above adjustments have been made, may be the minimum monthly benefit shown in the Joinder Agreement. If so, then the cost of living adjustment will be applied to such minimum monthly benefit.

Should the CPI go down, the cost of living adjustment for successive one year periods may reduce the monthly benefit, but such adjustments will never reduce such benefits below the amount which would be payable if this cost of living benefit did not exist.

Continuity of Coverage Upon Transfer of Insurance Benefits

In order to prevent loss of coverage for an employee because of a transfer of insurance carriers, the policy will provide coverage for certain employees as follows:

Failure to be in Active Service Due to Injury or Sickness.

The policy will cover, subject to premium payments, employees:

1. insured with the prior carrier at the time of transfer; and
2. who are not in active service due to injury or sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

Disability Due to a Pre-existing Condition.

Benefits may be payable for a total disability due to a pre-existing condition for an employee who:

1. was insured by the prior carrier at the time of transfer; and
2. was in active service and insured under this policy on its effective date.

The benefit will be determined according to the Schedule of Benefits if the employee satisfies the pre-existing condition exclusion under:

1. this policy; or
2. the prior carrier's policy, giving consideration towards continuous time insured under both policies.

No benefit will be paid if the employee cannot satisfy the pre-existing condition exclusion of 1. and 2. above.

Mental Illness Limitation

"Mental or emotional illness" means any neurosis, psychoneurosis, psychopathy, psychosis and all other mental or emotional illness of any type.

After the two year period following the elimination period, benefit payment will be made only:

1. if you are still totally disabled by the mental or emotional illness; and
2. while you are confined as an in-patient in an institution licensed to treat that illness.

Pregnancy — Full Maternity

Pregnancy, childbirth and related medical conditions shall be regarded as sickness and shall be subject to all the provisions of the policy relating to sickness.

"Injury" means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and total disability must begin while you are insured under the policy.

"Insured" means an employee insured under the policy.

"Joinder Agreement" means an agreement made between an employer and the policyholder and approved by the Company to provide insurance under the policy.

"Monthly benefit" means the amount payable by the Company to you if and when you are a disabled insured.

"Physician" means a person who is:

1. operating within the scope of his or her license; and either
2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. legally qualified as a medical practitioner and required to be recognized under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It will not include you or your spouse, daughter, son, father, mother, sister or brother.

"Policy" means the Group Long Term Disability Insurance Policy under which your Certificate is issued.

"Policyholder" means the policyholder named in this Certificate.

"Probationary period," as shown in the Schedule of Benefits, means the continuous length of time you must serve in an eligible class to reach your eligibility date.

"Retirement benefits," when used with the term "retirement plan," means money which:

1. is payable under a retirement plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by you; and
Note: Payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received.
3. is payable upon:
 - a. early or normal retirement; or
 - b. disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.

"Retirement date" means the earlier of:

1. the first date as of which you apply for and receive retirement benefits under any pension plan to which the

employer contributes; or

2. the first date as of which you apply for and receive retirement benefits under any state or federal government retirement plan or social security law. This does not include benefits which are payable solely for disability or solely because of employment or service with a state or federal governmental unit.

You must apply for any retirement benefits for which you are eligible no later than your 65th birthday. If no application is made at that time, the benefits under the policy shall be reduced by the estimated amount of benefits for which you are eligible.

"Retirement plan" means a plan which provides retirement benefits to you and which is not funded wholly by your contributions. The term shall include a profit-sharing plan, a thrift plan, an individual retirement account (IRA), a tax-sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of deferred compensation.

Note: "Employer's retirement plan" is deemed to include any retirement plan:

1. which is part of any federal, state, county, municipal or association retirement system; and
2. for which you are eligible as a result of employment with the employer.

"Sickness" means illness or disease which causes total disability. The total disability must begin while you are insured under the policy.

"Total disability" and "totally disabled" mean that because of injury or sickness:

1. you cannot perform each of the substantial and material duties of your regular occupation; and
2. after benefits have been paid for 24 months, you cannot perform each of the substantial and material duties of any gainful occupation for which you are reasonably fitted by training, education or experience; and
Note: The period of time stated in this item may be longer than 24 months. If it is, the precise period of time will be stated in the Schedule of Benefits.
3. you are under the regular care and attendance of a physician. "Regular care and attendance" means observation and treatment by a physician. Such care and attendance is as required by current standards of medicine for the injury or sickness causing total disability.

"You" and "your" means the person named in this Certificate.

SECTION II — ELIGIBILITY AND EFFECTIVE DATES

A. ELIGIBLE CLASSES

The classes eligible for insurance are shown in the Schedule of Benefits.

B. ELIGIBILITY DATE

An employee in an eligible class will be eligible for insurance on the later of:

1. the Group Effective Date shown in the Schedule of Benefits; or
2. the day after you complete the probationary period.

C. EFFECTIVE DATES OF INSURANCE

1. Insurance will be effective at 12:01 a.m. on the day determined as follows, but only if your written application for insurance is:
 - a. made with the Company through your employer; and
 - b. on a form satisfactory to the Company.
2. You will be insured on your eligibility date if you are not required to contribute to the cost of your coverage under the policy.
3. If you are required to contribute to the cost of your coverage under the policy, you will be insured on the latest of these dates:
 - a. your eligibility date, if you have made written application for insurance on or before this date.
 - b. the date you make written application for insurance, if you do it on or before the 31st day after your eligibility date.
 - c. the date the Company gives its approval, if you:
 - i. make written application for insurance more than 31 days after your eligibility date; or
 - ii. terminated your insurance while continuing to be eligible.

In the case of i. and ii. above, you must submit an application and evidence of insurability to the Company for approval. This will be at your expense.
4. Delayed Effective Date for Insurance: The effective date of any initial, increased or additional insurance will be delayed for you if you are not in active service because of a disability. The initial, increased or additional insurance will start on the date you return to active service.

SECTION III — BENEFITS

A. TOTAL DISABILITY

When the Company receives proof that you are totally disabled due to sickness or injury, the Company will pay you a monthly benefit after the end of the elimination period. The benefit will be paid for the period of total disability if you

give to the Company proof of continued total disability.

The proof must be given upon request and at your expense. The monthly benefit will not:

1. exceed your amount of insurance; nor
2. be paid for longer than the maximum benefit period.

The amount of insurance and the maximum benefit period are shown in the Schedule of Benefits.

B. MONTHLY BENEFIT

To figure the amount of monthly benefit:

1. Multiply your basic monthly earnings by the benefit percentage shown in the Schedule of Benefits.
2. Take the lesser of the amount:
 - a. determined in step 1. above; or
 - b. of the maximum monthly benefit shown in the Schedule of Benefits; and
3. deduct other income benefits from this amount. Other income benefits are shown in the "Other Income Benefits" provision of this Certificate.

The monthly benefit payable will never be less than the minimum monthly benefit shown in the Schedule of Benefits.

C. LUMP SUM PAYMENTS

Other income benefits which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime as determined by the Company.

D. TERMINATION OF THE MONTHLY BENEFIT

The monthly benefit will cease on the earliest of:

1. the date you cease to be totally disabled;
2. the date you die;
3. the end of the maximum benefit period; or
4. the date you receive retirement benefits under the employer's retirement plan.

E. WAIVER OF PREMIUM

Premium payments for you will be waived during any period for which benefits to you are payable. Premium payments may be resumed following a period during which they are waived.

SECTION IV — EXCLUSIONS AND LIMITATIONS

A. GENERAL EXCLUSIONS

The policy does not cover any total disability:

1. due to war, declared or undeclared, or any act of war;
2. due to any act of intentional armed conflict or conflict involving the armed forces of any country;

3. while you are in the armed forces of any country or international authority;
 4. due to your attempted suicide while sane or insane;
 5. as a result of your intentionally self-inflicted injuries;
 6. as a result of your committing of or attempting to commit a felony;
 7. as a result of your participation in a riot;
 8. as a result of your engaging in an illegal occupation.
- B. If your Certificate contains a pre-existing condition exclusion, it will be found on page K of this Certificate.
- C. Your Certificate will contain one of the following pages regarding mental illness coverage and limitations: L(1); L(2); L(3); L(4); or L(5). Please read this page carefully.
- D. If applicable, your Certificate will contain one of the following pages regarding pregnancy coverage and limitations: M(1); or M(2). Please read this page carefully.

SECTION V — INDIVIDUAL TERMINATION

You will cease to be insured on the earliest of the following dates:

1. the date the policy terminates.
2. the date the employer's Joinder Agreement terminates.
3. the date you are no longer in an eligible class.
4. the date your class is no longer included for insurance.
5. the last day for which you made any required contributions.
6. the date your employment terminates. Cessation of your active employment will be deemed termination of employment, except:
 - a. the insurance will be continued for you if you are absent due to total disability during:
 - i. the elimination period; and
 - ii. the period during which premium is being waived;
 - b. the employer may continue your insurance by paying the required premiums, subject to the following:
 - i. insurance may be continued for the time shown in the Schedule of Benefits for you if you are:
 - aa. temporarily laid off; or
 - bb. given leave of absence;
 - ii. the employer must act so as not to discriminate unfairly among employees in similar situations;
7. your retirement date.

SECTION VI — GENERAL POLICY PROVISIONS

A. STATEMENTS

In the absence of fraud, all statements made in any applica-

tion are considered representations and not warranties (absolute guarantees). No representation by:

1. the policyholder in applying for the policy will make it void unless the representation is contained in the application; or
2. you in applying for insurance under the policy will be used to reduce or deny a claim unless a copy of the application for insurance is or has been given to you.

No statement of the policyholder, except a fraudulent misstatement, shall be used to void the policy after it has been in force for two years. No statement of yours, except a fraudulent misstatement, shall be used in defense to a claim for total disability after your insurance has been in effect for two years.

B. COMPLETE CONTRACT — POLICY CHANGES

1. The policy is the complete contract. It includes:
 - a. the application of the policyholder;
 - b. each employee's application for insurance.
2. The policy may be changed in whole or in part. Only an officer of the Company can approve a change. The approval must be in writing and endorsed on or attached to the policy.
3. No other person, including an agent, may change the policy or waive any part of it.

C. GRACE PERIOD

If the policyholder does not pay in full any renewal premium on or before its due date, the policyholder will have a grace period in which to pay that renewal premium. The policy will remain in force during the grace period.

If the premium is not paid in full before the grace period ends, the policy will end on the last day of the grace period. The grace period will end 31 days after the premium due date. If the policyholder gives written notice to the Company at its Home Office, before or during the grace period, that it desires to end the policy before the end of the grace period, the policy will end either on the date the notice is received by the Company at its Home Office or on the date stated in the notice, whichever is later.

D. CLERICAL ERROR

Clerical error or omission will not:

1. deprive you of insurance;
2. effect your amount of insurance; or
3. effect or continue your insurance which otherwise would not be in force.

E. MISSTATEMENTS OF FACTS

If relevant facts about you were not accurate:

1. a fair adjustment of premium will be made; and

2. the true facts will decide if and in what amount insurance is valid under the policy.

F. NOTICE OF CLAIM

1. Written notice of claim must be given to the Company within 60 days of the date total disability starts, if that is possible. If that is not possible, the Company must be notified as soon as it is reasonably possible to do so.
2. When the Company has the written notice of claim, it will send you its claim forms. If the forms are not received within 15 days after written notice of claim is sent, you can send the Company written proof of claim without waiting for the forms.

G. PROOF OF LOSS

1. Proof of loss must be given to the Company. This must be done no later than 90 days after the end of the period for which the Company is liable.
2. If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. But proof of loss may not be given later than one year after the time proof is otherwise required, except in the absence of legal capacity.

H. PHYSICAL EXAMINATION AND AUTOPSY

The Company, at its own expense, will have the right and opportunity to have you, if your injury or sickness is the basis of a claim, examined by a physician or vocational expert of its choice. This right may be used as often as reasonably required. The Company may also have an autopsy made when it is not forbidden by law.

I. LEGAL ACTIONS

You or your authorized representative cannot start any legal action:

1. until 60 days after proof of loss has been given; nor
2. more than three years after the time proof of loss is required.

J. TIME OF PAYMENT OF CLAIMS

When the Company receives proof of loss, benefits payable under the policy will be paid monthly during any period for which the Company is liable.

K. PAYMENT OF CLAIMS

Benefits will be paid to you. The survivor benefit will be paid to the survivor, if any, as described in the provision "Survivor Benefit." If there is no survivor, they are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to your estate. Any other benefits unpaid at death may be paid, at the Company's option, either to your beneficiary or estate. If benefits are payable to your estate

or a beneficiary who cannot execute a valid release, the Company can pay benefits up to \$1,000.00 to someone related to you or your beneficiary by blood or marriage whom the Company considers to be entitled to the benefits. The Company shall be discharged to the extent of any such payment made in good faith.

L. WORKERS' COMPENSATION

The policy is not in lieu of, and does not affect, any requirement for coverage by Workers' Compensation Insurance.

M. AGENCY

For all purposes of the policy, the policyholder acts on its own behalf or as agent of the employee. Under no circumstances will the policyholder be deemed the agent of the Company without written authorization.

N. EMPLOYER'S GROUP NUMBER

Each employer will have its own group number. This number is shown on your Schedule of Benefits.

O. AMOUNT OF BENEFIT FOR PART OF A MONTH

A monthly benefit may be payable for less than a full month. If so, the amount of monthly benefit for such time shall be proportionally reduced.

For service and claim information, contact . . .

NATIONAL INSURANCE SERVICES

(414) 785-9995

Toll-free 1-800-627-3660

UNDERWRITTEN BY:

*MADISON NATIONAL LIFE
INSURANCE COMPANY, INC.*

Mailing Address: P.O. Box 5008 • Madison, WI 53705

APPENDIX "B"

SALARY SCHEDULES

SALARY SCHEDULE - NON-TEACHING PERSONNEL - NEW HIREEES 1996-97

Class #	Classification Position	Weeks/ Year	Hours	85%		90%		95%		100%	
				Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
M-1	Skilled Maintenance (Plumber- Electrician-Refrigeration-Boiler)	52	2080	18.53	19.62	20.71	21.80				\$45,344
M-2	Skilled Maintenance (Painter)	52	2080	18.18	19.25	20.32	21.39				\$44,491
M-4	MHS Day Engineer	52	2080	14.75	15.62	16.48	17.35				\$36,088
M-5	SJHS Day Engineer	52	2080	14.33	15.17	16.02	16.86				\$35,069
M-6a	Head Groundsman	52	2080	14.33	15.17	16.02	16.86				\$35,069
M-6c	Seasonal Groundsman	36	1440	13.97	14.79	15.61	16.43				\$23,659
M-7a	MHS & SJHS Day Custodian	52	2080	13.97	14.79	15.61	16.43				\$34,174
M-7b	MHS & SJHS Night Custodian Engineer	52	2080	13.97	14.79	15.61	16.43				\$34,174
M-7c	Elementary Custodian Engineer	52	2080	13.97	14.79	15.61	16.43				\$34,174
M-7d	MHS & SJHS & Elementary Night Custodian	52	2080	13.48	14.27	15.07	15.86				\$32,989
M-7e	SJHS Night Custodian	40	1600	13.48	14.27	15.07	15.86				\$25,376
M-7f	Permanent Part-Time Night Custodian	40	1600	13.48	14.27	15.07	15.86				\$25,376
M-7g	MHS Night Custodian/Courier	42	1680	13.48	14.27	15.07	15.86				\$26,645
CL-1	C.O. Secretary-Bookkeeper	52	2080	14.75	15.62	16.48	17.35				\$36,088
CL-2	Computer Room Technician	52	2080	14.75	15.62	16.48	17.35				\$36,088
CL-3a	Curriculum Secretary	42	1680	13.15	13.92	14.70	15.47				\$25,990
CL-3b	MHS Principal Secretary	52	2080	13.93	14.75	15.57	16.39				\$34,091
CL-3c	Special Services Secretary	42	1680	13.93	14.75	15.57	16.39				\$27,535
CL-3d	C.O. Secretary-Accounts Payable	52	2080	13.93	14.75	15.57	16.39				\$34,091
CL-3e	C.O. Secretary-Business/Finance	52	2080	13.93	14.75	15.57	16.39				\$34,091
CL-4	Special Projects/Transportation Clerk	52	2080	13.54	14.34	15.13	15.93				\$33,134
CL-5b	MHS Clerk	42	1680	13.34	14.12	14.91	15.69				\$26,359
CL-5c	SJHS Clerk I	42	1680	13.34	14.12	14.91	15.69				\$26,359
CL-5d	MHS Counseling Office	42	1680	13.34	14.12	14.91	15.69				\$26,359
CL-6a	SJHS Clerk II	42	1680	13.15	13.92	14.70	15.47				\$25,990

SALARY SCHEDULE - NON-TEACHING PERSONNEL - NEW HIREES 1996-97

Class #	Classification Position	Weeks/ Year	Hours	85%		90%		95%		100%	
				Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
CL-6b	MHS Library Clerk	42	1680	13.15	13.92	14.70	15.47				\$25,990
CL-6c	MHS Attendance Clerk	40	1600	13.15	13.92	14.70	15.47				\$24,752
CL-6d	District Athletic & SJHS Library Clerk	41	1640	13.15	13.92	14.70	15.47				\$25,371
CL-6e	Elementary Clerk	42	1680	13.15	13.92	14.70	15.47				\$25,990
C-1	Cook Manager - Base Kitchen	40	1000	13.32	14.10	14.89	15.67				\$15,670
C-2a	Cook #1 - Base Kitchen	40	1600	12.66	13.40	14.15	14.89				\$23,824
C-2b	Cook #2 - Base Kitchen	40	1600	11.53	12.21	12.89	13.57				\$21,712
H-3a	Permanent Part-Time Cafeteria Worker	40		9.94	10.52	11.11	11.69				
H-6	Permanent Part-Time Bus Driver	40		12.01	12.72	13.42	14.13				
H-8	Permanent Part-Time Special Education Bus Aide	40		9.66	10.22	10.79	11.36				
H-9	Hall Monitor	40		9.66	10.22	10.79	11.36				

SALARY SCHEDULE - NON-TEACHING PERSONNEL - NEW HIREEES 1997-98

Class #	Classification Position	Weeks/ Year	Hours	85%		90%		95%		100%	
				Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
M-1	Skilled Maintenance (Plumber- Electrician-Refrigeration-Boiler)	52	2080	18.79	19.90	21.00	22.11				\$45,989
M-4	MHS Day Engineer	52	2080	15.01	15.89	16.78	17.66				\$36,733
M-5	SJHS Day Engineer	52	2080	14.59	15.45	16.31	17.17				\$35,714
M-6a	Head Groundsman	52	2080	14.59	15.45	16.31	17.17				\$35,714
M-6c	Seasonal Groundsman	36	1440	14.23	15.07	15.90	16.74				\$24,106
M-7a	MHS & SJHS Day Custodian	52	2080	14.23	15.07	15.90	16.74				\$34,819
M-7b	MHS & SJHS Night Custodian Engineer	52	2080	14.23	15.07	15.90	16.74				\$34,819
M-7c	Elementary Custodian Engineer	52	2080	13.74	14.55	15.36	16.17				\$33,634
M-7d	MHS & SJHS & Elementary Night Custodian	52	2080	13.74	14.55	15.36	16.17				\$25,872
M-7e	SJHS Night Custodian	40	1600	13.74	14.55	15.36	16.17				\$25,872
M-7f	Permanent Part-Time Night Custodian	40	1600	13.74	14.55	15.36	16.17				\$25,872
M-7g	MHS Night Custodian/Courier	42	1680	13.74	14.55	15.36	16.17				\$27,166
CL-1	C.O. Secretary-Bookkeeper	52	2080	15.01	15.89	16.78	17.66				\$36,733
CL-2	Computer Room Technician	52	2080	15.01	15.89	16.78	17.66				\$36,733
CL-3a	Curriculum Secretary	42	1680	13.41	14.20	14.99	15.78				\$26,510
CL-3b	MHS Principal Secretary	52	2080	14.20	15.03	15.87	16.70				\$34,736
CL-3c	Special Services Secretary	42	1680	14.20	15.03	15.87	16.70				\$28,056
CL-3d	C.O. Secretary-Accounts Payable	52	2080	14.20	15.03	15.87	16.70				\$34,736
CL-3e	C.O. Secretary-Business/Finance	52	2080	14.20	15.03	15.87	16.70				\$34,736
CL-4	Special Projects/Transportation Clerk	52	2080	13.80	14.62	15.43	16.24				\$33,779
CL-5b	MHS Clerk	42	1680	13.60	14.40	15.20	16.00				\$26,880
CL-5c	SJHS Clerk I	42	1680	13.60	14.40	15.20	16.00				\$26,880
CL-5d	MHS Counseling Office	42	1680	13.60	14.40	15.20	16.00				\$26,880
CL-6a	SJHS MHS Clerk II	42	1680	13.41	14.20	14.99	15.78				\$26,510
CL-6b	MHS Library Clerk	42	1680	13.41	14.20	14.99	15.78				\$26,510

SALARY SCHEDULE - NON-TEACHING PERSONNEL - NEW HIREEES 1997-98

Class #	Classification Position	Weeks/ Year	Hours	85%		90%		95%		100%	
				Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Annual Salary	
CL-6c	MHS Attendance Clerk	40	1600	13.41	14.20	14.99	15.78	\$25,248			
CL-6d	District Athletic & SJHS Library Clerk	41	1640	13.41	14.20	14.99	15.78	\$25,879			
CL-6e	Elementary Clerk	42	1680	13.41	14.20	14.99	15.78	\$26,510			
C-1	Cook Manager - Base Kitchen	40	1000	13.58	14.38	15.18	15.98	\$15,980			
C-2a	Cook #1 - Base Kitchen	40	1600	12.92	13.68	14.44	15.20	\$24,320			
C-2b	Cook #2 - Base Kitchen	40	1600	11.80	12.49	13.19	13.88	\$22,208			
H-3a	Permanent Part-Time Cafeteria Worker	40		10.20	10.80	11.40	12.00				
H-6	Permanent Part-Time Bus Driver	40		12.27	13.00	13.72	14.44				
H-8	Permanent Part-Time Special Education Bus Aide	40		9.92	10.50	11.09	11.67				
H-9	Hall Monitor	40		9.92	10.50	11.09	11.67				

APPENDIX "C"

POLICY ADDENDUM

All schools of the district are considered to be drug-free school zones.

The use, distribution, dispensation and/or manufacturing of controlled substances, as defined by state and federal law, by district employees on district grounds, in district buildings and/or in connection with any district activity, is prohibited.

The board's policy is that the workplace should be free from drug and alcohol abuse. Employees cannot work safely and productively if they report for work or work while they are under the influence of alcohol or drugs.

Violation of the following work rules is grounds for disciplinary action up to and including dismissal; providing the district allows the employee his/her statutory and/or contractual rights prior to any disciplinary action:

1. Possession or drinking of any alcoholic beverage on district property, including the parking lot, driveway and district vehicles at any time, including during breaks or lunch. Reporting for work while under the influence of alcohol.
2. Possession, use, distribution, sale or offering for sale of narcotics or any controlled or illegal substance, including marijuana, on district property, including the parking lot and district vehicles, at any time, including breaks or lunch. Reporting for work or working while under the influence of narcotics or any controlled or illegal substance, including marijuana, except a drug prescribed for the employee by a physician. An employee whose ability to work is impaired by a drug prescribed for the employee by a physician and used by the employee as prescribed, will not be permitted to remain at work, but will not be disciplined.

Alcohol and Drug Testing

The district defines "under the influence of" alcohol as a blood alcohol concentration of .06% or above. The district may require an employee who is reasonably believed to be "under the influence of" alcohol to have a blood alcohol concentration test, such as a breathalyzer, performed at district expense by qualified medical personnel.

A refusal to take an alcohol or drug test under the provisions of this policy is insubordination and will result in immediate disciplinary action according to existing contractual/policy provisions.

Pre-Employment Drug Testing

All applicants for employment will be tested for drugs at the district's expense. A qualification for employment by the district is to pass the pre-employment drug test. The board will not hire any job applicant with a "positive" pre-employment drug test. The board also will not hire any job applicant who refuses to take the pre-employment drug test or to sign the consent for the test.

Any district employee who has been found guilty of violating a criminal drug statute in the workplace shall notify the superintendent within five days after a conviction relating to the drug offense.

The superintendent shall notify the appropriate federal agency within ten days after receiving notice of a workplace related drug conviction on the part of the employee.

The superintendent shall develop a drug-free awareness program for district employees. District employees who request assistance for drug counseling and/or rehabilitation shall direct their request to the superintendent. Annually, the board shall allocate funds to support the drug-free awareness program.

The superintendent shall include in the district's employee in-service program a drug-free awareness program which shall include the following information:

- a. the dangers of drug abuse in the workplace;
- b. the employer's policy of maintaining a drug-free workplace;
- c. available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties the board may inflict upon employees for drug abuse violations.

In developing the in-service program, the superintendent may utilize the services and assistance of the district's insurance carrier, local or county health departments, local or regional medical health center or other substance abuse agencies in the immediate area.

This policy shall be published annually in the district's faculty and staff handbooks.

Approved: May 13, 1996

LEGAL REF: U.S. House Resolution 5210, Anti-Substance Abuse Act, 1988

The district may search an employee's purse, locker, lunch box, car, other personal property on district premises, or may ask an employee to empty his/her pockets where there is reasonable belief that the employee has violated the alcohol or drug rules.

A refusal to comply with a directive to undergo an alcohol or drug test or to be searched is insubordination. Discipline, up to and including discharge, is the penalty for insubordination.

APPENDIX "D"

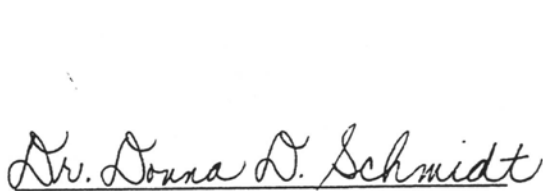
LETTER OF UNDERSTANDING

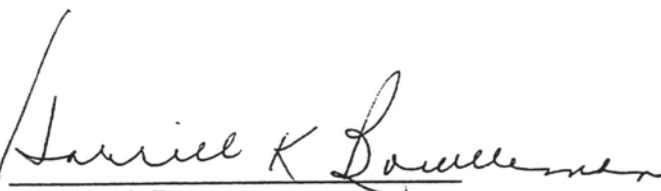
LETTER OF UNDERSTANDING

IT IS AGREED That Article XX in Section 4H shall be rewritten as follows:

1. A probationary period of ninety (90) days is required of a new employee. Any employee absent more than five (5) consecutive days during their 90-day trial period will resume their 90-day trial period at the number of days left when the interruption occurred. The Employer's decision as to whether the probationary employee will be continued or not shall be left to the discretion of the Employer. The Employer's decision shall not be subject to the arbitration section of this contract and is not arbitrable.

2. When an employee, other than a new employee, is awarded an open position, he/she will be granted a thirty (30) day trial period to determine his/her desire to remain in the position and his/her ability to perform the work. During the trial period, the employee may return to his/her former job. If the board determined that the employee is unable to satisfactorily perform the work and returns him to his/her former position, the Union may request that the Board submit its reasons for such action in writing, with a copy furnished to the employee. The matter may then become a proper subject for the second step of the grievance procedure. The next senior employee who bids will be awarded the position, without a reposting.


Dr. Donna D. Schmidt
Superintendent of Schools


Harriet K. Bowerman
Local 1523 President

Effective on and after November 11, 1996.

LETTER OF UNDERSTANDING

Local 1523, AFSCME, and the Board of Education of the Melvindale-Northern Allen Park School District recognize and agree as follows:

1. The parties recognize that the Collective Bargaining Agreement under which they are presently operating does not establish a date for building secretaries to report for work for the fall semester.
2. They also recognize that while it has been customary for building secretaries to report one week before teachers report, in previous school years that has meant they report the week prior to Labor Day.
3. This year, because Teachers are reporting August 26, it will be necessary for building secretaries to report for work on August 21.
4. In order to ensure that building secretaries do not work more than the number of weeks established by contract, it is agreed that those employees will not report for work during the period February 17 through February 21, 1997, nor will they receive any pay for at least three of those days, payment for the other two days being subject to negotiation.

LOCAL 1523,
COUNCIL 25, AFSCME

Samuel Louckman
President

Patricia A. Kubus
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