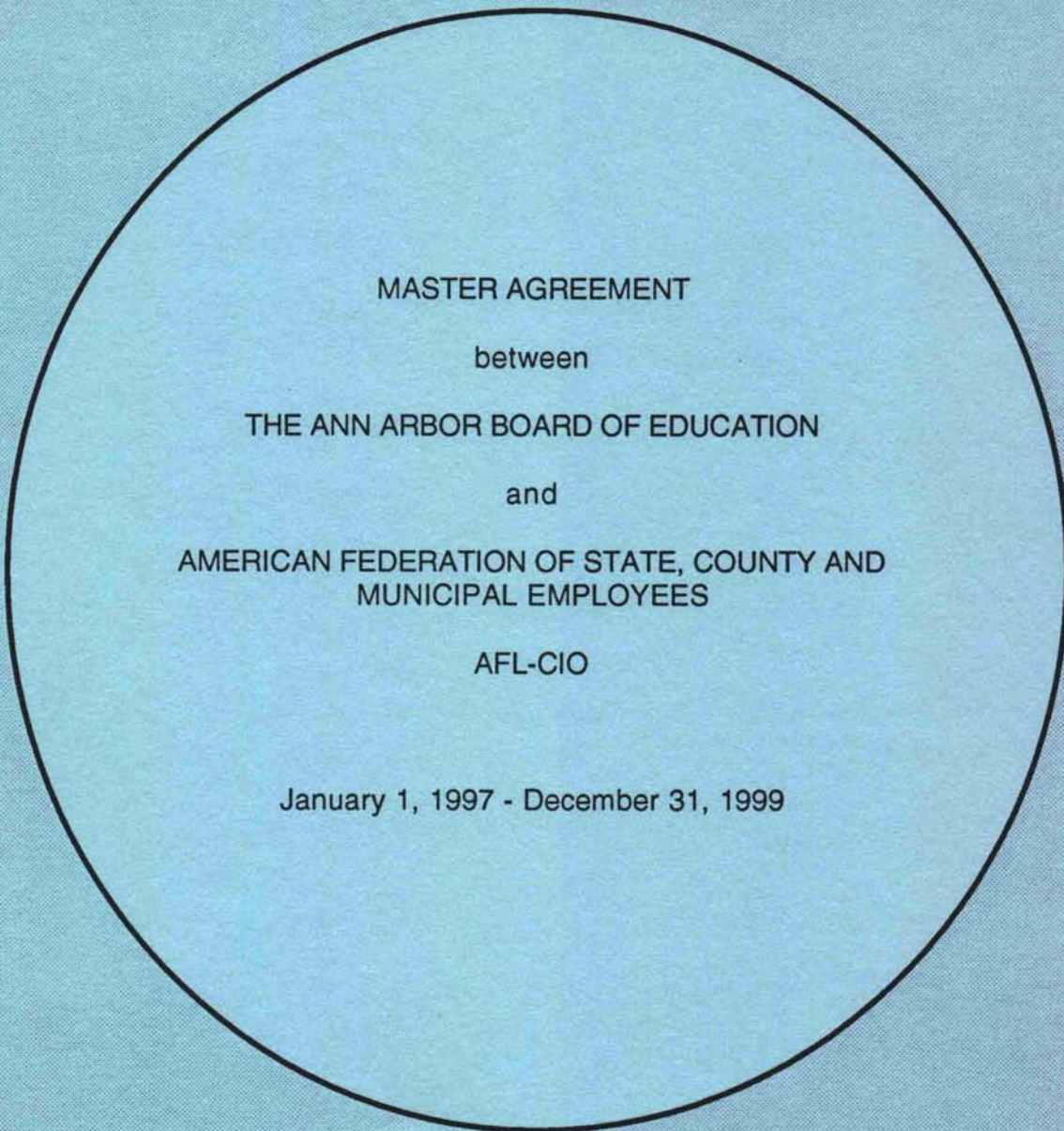


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12/31/99



MASTER AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and

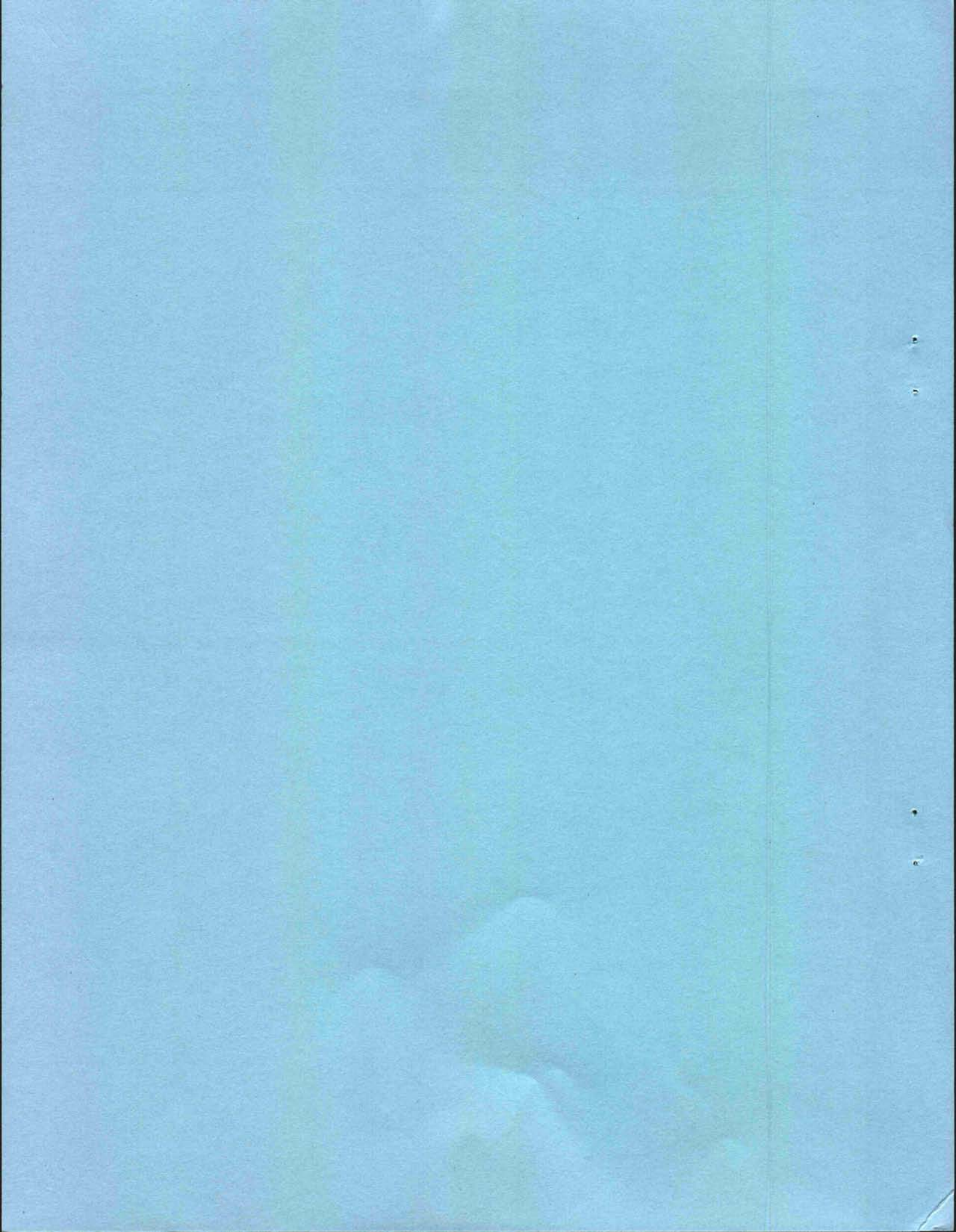
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES

AFL-CIO

January 1, 1997 - December 31, 1999

*Ann Arbor Public Schools*





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## COLLECTIVE BARGAINING AGREEMENT

As of this first day of January 1997, the Public Schools of the City of Ann Arbor, Michigan, hereinafter referred to as the Employer, and Local #1182, Michigan 25, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union hereby agree as follows:

(NOTE: The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.)

### ARTICLE 1

#### PURPOSE AND INTENT

##### Section 1

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

##### Section 2

It is mutually agreed and understood that this contract shall require the appropriate ratification of each party and the signed approval of the Executive Board of Local #1182, Michigan Council 25, American Federation of State, County, and Municipal Employees, AFL-CIO, and the Board of Education of the Public Schools of the City of Ann Arbor, Michigan, parties to this Agreement, in order to be binding upon the Union and the Employer.

### ARTICLE 2

#### RECOGNITION

##### Section 1

Pursuant to and in accordance with all applicable provisions of law, including Act 366 of Michigan Public Acts of 1947 as amended, up to and including Act 379 of the Public Acts of 1965, and Act 176 of Michigan Public Acts of 1939 as amended, up to and including Public Act 282 of 1965, the Employer does hereby recognize Local #1182, Michigan Council 25 American Federation of State, County, and Municipal Employees, AFL-CIO, as the exclusive collective bargaining representative relative to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Employer in the following Bargaining Unit: All Custodial, Maintenance, and Warehouse employees exclusive of the Custodian Supervisor, High School Head Custodian, Transportation Supervisor, Assistant Transportation Supervisor, Dispatcher, Maintenance Supervisor, Custodian Crew Chiefs, and Crew Chiefs of Carpenters, Painters, Mechanical Maintenance, Bus Mechanics, and the Utility Department.



ARTICLE 3

NO DISCRIMINATION

Section 1

Employees will not be discriminated against on the basis of race, creed, color, sex, national origin, age, or handicap nor shall an employee be discriminated against for union activity.

ARTICLE 4

AID TO OTHER UNIONS

Section 1

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for Employees in the Bargaining Unit or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 5

UNION SECURITY

Section 1

Requirement of Union Membership:

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement subject to Part D below.

B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the ninetieth (90th) day following such effective date subject to Part D below.

C. Employees hired, rehired, reinstated, or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the ninetieth (90th) day following the beginning of their employment in the unit subject to Part D below.

D. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

E. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues. Any Employee, who, as a condition of continued employment in the Bargaining Unit, is required to maintain membership in the Union, whose membership is terminated by the Union for failure to tender such periodic dues, shall not be retained in the Bargaining Unit. No Employee shall be terminated under this Article however, unless:

1. The Union has notified him/her by letter, addressed to his/her last home address known to the Union, advising him/her of such failure and warning him/her that unless such

dues or contributions are tendered in ten (10) days he/she will be reported to the Employer for termination of employment under this Article; and

2. The Union furnishes the Employer with a written statement that such letter has been mailed, that the Employee has not complied, and that termination is requested.

ARTICLE 6

CHECK-OFF

Section 1

During the term of this Agreement, the Employer will deduct (1) once each month current Union membership dues from the pay of each Employee in the Bargaining Unit who is a member of the Union at the time this Agreement becomes effective or (2) union initiation fees and once each month current Union membership dues from the pay of each employee in the Bargaining Unit who becomes a member of the Union after this Agreement becomes effective, provided that at the time of such deduction the Employer has an appropriately completed outstanding written authorization therefore from the Employee in the following form: (See Below)

Section 2

Such authorization shall be revocable only as stated in the following form. The Employer shall notify the Union in writing of any revocation following the end of the month in which the revocation occurred.

To the Public Schools of the City of Ann Arbor:

I \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Street Address)

\_\_\_\_\_ hereby request and authorize you to  
(Town and State)

deduct from my earnings the Union initiation fees and monthly dues in the amounts established by the Union and pay the same to the Treasurer of the Union. This authorization shall be revoked automatically if I am terminated from employment in the Bargaining Unit, effective with the month immediately following the month of such termination, and may be terminated by me only by written notice to the Employer signed by me and given to the Employer at any time when there is not a collective bargaining agreement in effect between the Union and the Employer.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Section 3

Check-off deductions under each properly executed authorization shall become effective with the first pay period of the month after the month in which the authorization is received by the Employer, and shall be made from the first pay period of each month thereafter. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union. The aggregate deductions for union fees and dues of all Employees authorizing the same shall be remitted to Council 25. All remittances shall be made within ten (10) days after the deductions are made. An itemized statement of all deductions for fees and dues shall be furnished to Council 25 with each remittance.

#### Section 4

The Employer will deduct in any month only the Union membership dues becoming due in such month.

#### Section 5

Any dispute arising as to whether or not an Employee has become a member of the Union, or is continuing membership in the Union, shall be subject to the Grievance Procedure.

#### Section 6

If any Union initiation fee or dues shall be deducted from the pay of any Employee and paid to the Union and the Employee does not owe such fee or dues, the Union shall refund such fee or dues. The Employer shall not be liable for any refund of Union fees or dues.

### ARTICLE 7

#### MANAGEMENT'S RIGHTS

##### Section 1

Except as specifically limited in this Agreement, the Employer retains the sole right to manage its business, including the rights:

- A. To decide the number and location of its schools and other buildings and program areas (Establishments) and to open new ones and close or discontinue existing ones;
- B. To determine, from time to time, the educational, recreational, and other programs, and the equipment and supplies for each Establishment;
- C. To set, from time to time, the opening and closing days and hours of each Establishment and, correspondingly, the beginning and end of the regular shift of Employees working at such Establishment;
- D. To maintain order and efficiency in each Establishment and schedule work at each Establishment for Employees not regularly assigned thereto;
- E. To determine the number and classifications of its employees and to hire, lay off, assign, transfer, promote and discharge, or otherwise discipline Employees;
- F. To establish and enforce work standards which shall be set on the basis of normal working conditions, the quality of workmanship to be accomplished and the normal working capacities of normal experienced workmen;
- G. To employ seasonal or part time workers, or contract work out, as the work to be done may require, provided the regular time of Employees in the Bargaining Unit is not adversely affected. Seasonal employment shall be defined as employment designed to terminate within ninety (90) calendar days;
- H. To make reasonable rules and regulations from time to time for the purpose of maintaining order, safety and efficiency and, after notice to the Union and the Employees, to require compliance therewith;
- I. To assign overtime and, in emergencies, to call Employees to work prior to their regularly scheduled starting time or to require work during normally scheduled rest,



lunch, holiday, or other time-off times;

- J. To assign Employees temporarily to work outside of their normal job classifications.

## Section 2

Any dispute as to whether the Employer, in exercising the above rights, has violated any of the provisions of this Agreement shall be subject to the Grievance Procedure.

## ARTICLE 8

### UNION REPRESENTATION

#### Section 1

There shall be a Steward or Alternate Steward, who may be appointed by the President of the Union, to represent Employees on the basis of one (1) Steward or Alternate Steward for each shift for the Junior High Schools, the Senior High Schools, the Elementary Schools, and Maintenance/Grounds personnel.

#### Section 2

Subject to the provisions of Article 9, a Steward may take up grievances and investigate grievances at any time without loss of pay, provided he/she first checks out with his/her immediate supervisor and the supervisor makes sure that a replacement is on the way or will be there to take his/her place. The Steward shall then go immediately to the location where the grievance has been initiated, notify the supervisor of that location of his/her purpose in being there, investigate the grievance and then return immediately to his/her job and notify his/her supervisor that he/she is back.

#### Section 3

The negotiating and/or grievance committee for the Union shall consist of five (5) members, including the President of the Local Union and the Chief Steward of the Local Union. Employees on such committee shall not lose pay if they meet with the Employer during their regular working hours.

#### Section 4

Special conferences for important matters will be arranged between the President of the Local Union and the Employer upon the request of either party. Such meeting shall be between not more than five (5) representatives of the Employer and not more than five (5) representatives of the Union. A representative of Council 25 and a representative of the International Union may also attend. Arrangements for any special conference shall be made in advance, and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested. Matters taken up in any special conference shall be confined to those included in the agenda. Employees attending a special conference in an official capacity shall not lose pay for such attendance during their regular working hours. The Union representatives may meet at a place designated by the Employer on the Employee's property for at least one-half (1/2) hour immediately preceding a special conference.

## ARTICLE 9

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1

Any grievance which may arise between the parties, with respect to the application, meaning, or interpretation of this Agreement, shall be settled in the following manner (time limits being extendable by mutual agreement);

Step 1. The appropriate Steward, with or without the aggrieved employee, shall take up the grievance informally with the appropriate Crew Chief within ten (10) days of the date that the grievance occurred, or if neither the Steward nor the employee then knows of the grievance, within ten (10) days of the date either the Steward or the employee first learns of its occurrence. If the grievance cannot be settled informally it shall, within the ten (10) days above cited, be reduced to writing on the form provided by the Union and a copy forwarded simultaneously to the Director of Capital Planning or Director of Facilities and the Office of Human Resources Services. The Crew Chief shall be at that point expected to respond in writing to the Union Chief Steward within five (5) working days thereafter.

Step 2. If the grievance has not been settled, it shall within seven (7) days after the Step 1 response is due, be appealed in writing to the Supervisor of Maintenance or the Supervisor of Custodians and a conference shall be arranged with the President of the local union, and/or the Chief Steward and the grievant. The appropriate Supervisor shall offer a hearing date to the Union within twenty (20) work days of receipt of the grievance appeal. The written response of the Supervisor shall be due to the Union President within seven (7) days of the Step 2 hearing.

Step 3. If the grievance has not been settled, it shall, within seven (7) days after the response of the Supervisor is due, be appealed in writing to the Director of Capital Planning or Director of Facilities and a conference shall be arranged between the Director of Capital Planning or the Director of Facilities and the President of the Local Union, the Chief Steward and, at the option of the Union, a representative of Council 25. The written response of the appropriate Director shall be due to the Union President within two (2) weeks of the Step 3 hearing.

Step 4. If the grievance has not been settled, it shall, within seven (7) days after the response of the Director of Capital Planning or the Director of Facilities is due, be appealed in writing to the Office of Human Resource Services and a conference shall be arranged between the Executive Director for Human Resource Services and the President of the Local Union, the Chief Steward and, at the option of the Union, a representative of Council 25. The written response of the Executive Director for Human Resource Services shall be due to the Union President within two (2) weeks of the Step 4 hearing.

Step 5. If the grievance has not been settled, it shall either: a) be taken up in writing by the President of the Local Union, the Chief Steward and a representative of Council 25 or the International Union and the rest of the Grievance Committee, with the School Board or its Labor Committee of the School Board within thirty (30) days after the response of the Executive Director for Human Resource Services is due (with the response of the School Board or its Labor Committee to be forwarded in writing to the President of the Local Union within thirty (30) days thereafter); or b) within thirty (30) days after the reply of the Executive Director for Human Resource Services is due, by written notice to the Board, be appealed to arbitration, with or without, at the option of the Union, mediation intervening. If the Union elects appeal to the Board ("a" above), it may not elect appeal to arbitration ("b" above), and the decision of the Board shall be deemed final.

## Section 2

Arbitration under Step 5 of the Grievance Procedure shall be conducted as follows:

- A. The Arbitrator shall be selected, if possible, by mutual agreement of the Union and the Employer within thirty (30) days after the request for arbitration has been given. This period may be extended by thirty (30) days by mutual agreement. If the parties cannot agree upon an Arbitrator, the Michigan Employment Relations Commission shall be requested by both parties to provide a panel of five (5) prospective arbitrators. Within seven (7) days after such a panel is provided, the party requesting arbitration shall strike one (1) name from the panel; the other party shall then strike another name; the second party shall then strike another name until only one (1) name remains and the remaining panel member shall be the Arbitrator.
- B. The case on arbitration shall be presented by not more than two (2) representatives for the Union and two (2) representatives for the Employer.
- C. The Arbitrator shall be requested to issue his/her written decision within thirty (30) days after the conclusion of testimony and argument.
- D. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Union and the Employer. However, each party shall be responsible for compensating its own representatives and witnesses and preparing its own case. If either party desires a verbatim record of the proceedings, it may cause such a record to be made at its own expense, provided it makes a copy thereof available without charge to the other party and to the Arbitrator.

## Section 3

Any grievance not taken up at Step 1 of the Grievance Procedure within the time specified in Section 1 of this Article 9 shall be deemed settled upon the basis of the action taken by the Employer. Any grievance not taken up from the response at any Step of the Grievance Procedure to the next step of the Grievance Procedure (including request for arbitration) shall be deemed settled on the basis of such decision.

## Section 4

Any grievance settled at any Step of the Grievance Procedure, including any decision or award on arbitration, shall be deemed final and binding on the Union, the Employer and the Employee(s) involved and not subject to further review. All proposed grievance settlements at any level of the grievance process must have the concurrence of the Executive Director for Human Resource Services.

## Section 5

A grievance may be withdrawn after taken up, but before response, at any Step of the Grievance Procedure without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where several grievances involve a similar issue, one or more may be withdrawn without prejudice, pending the disposition of a representative case, and may be reinstated within one (1) month after such disposition. In such event, the withdrawal without prejudice will not affect financial liability.



## Section 6

In the event a grievance is upheld, no claim for back wages based thereon shall exceed the amount of wages the Employee would have earned at his/her regular rate of pay except for such grievance, less any unemployment compensation (except to the extent it must be repaid to the State) and any compensation for personal services received from any source during the period of back pay.

## Section 7

The foregoing sections of this Article 9 shall not prejudice the right of an Employee to take up a grievance directly with the Employer in accordance with, and subject to the conditions and limitations provided by applicable state laws.

## Section 8

All days herein shall refer to work days.

# ARTICLE 10

## DISCIPLINE AND DISCHARGE

### Section 1

Any disciplinary action imposed by the Employer upon an Employee in the Bargaining Unit may be processed as a grievance; and if such disciplinary action includes suspension or discharge, the grievance may be commenced at Step 3 of the Grievance Procedure. A written copy of any discharge of an Employee in the Bargaining Unit shall be furnished by the Employer to the Union and to the Employee.

### Section 2

The Employer agrees to discipline any Employee only for just cause, including but not limited to:

- A. Refusal or continued failure to accept or perform work assigned during regularly scheduled hours, in accordance with the provisions of this Agreement;
- B. Refusal or continued failure to meet work standards established in accordance with the provisions of this Agreement;
- C. Drinking or intoxication on the job or on the Employer's property;
- D. Continued or repeated tardiness or absenteeism, or a pattern of tardiness or absenteeism, including absence beyond allowable sick leave or approved leave of absence;
- E. Continued or repeated insubordination;
- F. Continued or repeated interference with the performance of assigned work by another Employee of the Employer.

No Employee will be disciplined for any continued failure pursuant to item A or B or for conduct falling within items D, E, or F of Section 2 of this Article 10, unless he/she has first been warned in writing that discipline may result from such cause. In imposing progressive discipline, the Employer will not take into account any prior discipline which is given more than one (1) year previously,

unless the employer can prove that an employee has a two (2) consecutive year history of discipline. This will not prevent the Board from taking immediate action in unusual or severe situations.

### Section 3

If an Employee is physically incapable of performing work assigned or of meeting work standards, the Union and the Employer, in a Special Conference held pursuant to Section 4 of Article 8 will attempt to provide the Employee, subject to the seniority provisions of this Agreement, with an opportunity to transfer to an assignment he/she is physically capable of performing in accordance with work standards.

### Section 4

Any Employee found to be suspended or discharged without just cause shall be reinstated with full compensation for all time lost, subject to the limitations of Section 6 of Article 9, and with full restoration of all other rights and conditions of employment.

## ARTICLE 11

### SENIORITY

#### Section 1

An Employees seniority within the Bargaining Unit shall date from the last date of hire, or transfer, into the Bargaining Unit.

#### Section 2

An Employee's seniority shall not be lost because of an absence due to illness, authorized leave of absence or temporary layoff. The seniority list shall be brought up to date each six (6) months, on July 1st and January 1st, and posted in conspicuous places. The Secretary of Local 1182 shall receive a copy of each new seniority list.

#### Section 3

Each new hire for a regular job in the Bargaining Unit shall be placed on probation for a period of twelve months (not counting leaves of absence); after that, if retained, he/she shall be placed on the seniority list. Probationary Employees shall not receive insurance or hospitalization contributions from the Employer until they have been completed (90) days of work; however, they will be allowed to build up sick leave from date of hire. Less than twelve (12) months Employees shall serve a probationary period of twelve months exclusive of periods for which they are not under contract.

Past practice of paying holidays for probationary Employees shall continue. The Employer may discharge or transfer probationary Employees at any time during the probationary period. In all other respects, probationary Employees are covered by the terms of this Agreement.

#### Section 4

Employees hired for seasonal or part-time work for less than ninety (90) consecutive calendar days shall not obtain seniority, shall not receive insurance or hospitalization contributions, sick leave, holidays, vacations, or other fringe benefits from the employer and may be discharged or transferred at any time at will. In all other respects, such Employees shall be covered by the terms of this Agreement.

## Section 5

Seniority shall be lost if an Employee quits or is discharged and the discharge is not reversed through the Grievance Procedure.

## Section 6

Any Employee transferring out of the Bargaining Unit but remaining in the employ of the Employer shall retain his/her seniority rights, with no accumulation of seniority during the period of such employment out of the Bargaining Unit. He/she may return, at any time during employment with the Employer, if a vacancy exists in a custodial classification or to a vacant position if no members of the Unit bid on such vacancy.

## Section 7

A. No person shall be permitted to operate an Ann Arbor Public Schools vehicle if that person's driving record fails to meet the requirements of the Michigan Essential Insurance Act for standard automobile insurance. Employment changes may occur when notification is received from the Office of Michigan Secretary of State. Any individual impacted by this provision will be allowed to assume a custodial position and paid at the custodial rate of pay. Individuals affected by this provision will be paid at the higher rate of pay through June 30, 1988.

B. Employees are responsible to notify the employer when ticketed for a moving violation. Following such notification the employer and union will offer to meet with the employee to discuss the employee's record in relation to section "A" above.

## ARTICLE 12

### LAYOFFS

## Section 1

The word layoff means loss of employment for a bargaining unit member as a result of a reduction in the working force due to a decrease of work for any reason.

## Section 2

Whenever a layoff occurs, seasonal, temporary and part-time employees shall first be laid off, Probationary Employees will be laid off next and then seniority Employees in accordance with their seniority in the Bargaining Unit. A more senior employee may bump a less senior employee in the same pay grade or below provided the senior Employee is qualified to perform the available work. Disposition of such cases will be a proper matter for Special Conferences, and if not resolved by conference, shall then be subject to Step 5 (arbitration) of the Grievance Procedure.

## Section 3

The local officers, the Union Committee, the Chief Steward and the Union Stewards shall not be laid off as long as there is work they can perform acceptably irrespective of seniority.

## Section 4

Employees to be laid off for an indefinite period of time will have at least ten (10) working days' notice of layoff. The Secretary and the President of the Local Union shall be given a list from the Employer of the Employees being laid off on the same date the notices are issued to the employees.



## Section 5

Recall from layoff shall be in inverse order of layoff. Exceptions may be made on the same basis, subject to the same procedure, as in the case of a layoff. Failure of an employee to report back to work within five working days of attempted delivery of the recall notice will result in loss of seniority and termination of employment. Exceptions may be made by the Executive Director for Human Resource Services.

## ARTICLE 13

### TRANSFERS

#### Section 1

Involuntary transfer shall be consummated only for just cause related to the efficient operation of the school plant/program and after consultation with the Employee involved and his/her President and Chief Steward.

#### Section 2

Any voluntary transfer will require an Employee to remain in that position for a minimum of six (6) months following completion of the probationary period. An individual will not be permitted to return to the same building for one (1) year following completion of the probationary period. Exceptions to the above may be granted upon mutual agreement of the Employee(s) and the Director of Capital Planning or Director of Facilities. Individuals interested in applying for a voluntary transfer must follow the established bidding procedures.

#### Section 3

A transfer as a result of a reorganization of the workforce shall be subject to a Special Conference prior to implementation. The results of the Special Conference may be subject to ratification by the bargaining unit.

## ARTICLE 14

### PROMOTIONS

#### Section 1

Vacancies within the Bargaining Unit shall be filled on the basis of seniority and qualifications. All job vacancies will be posted for a period of five (5) working days setting forth the minimum requirements of the position in a conspicuous place in each building and a copy of the posting furnished with the Local President and Chief Steward. When a job vacancy is posted, it is the intention of the Board to award the position within fifteen (15) work days from the expiration of the posting. If the position is not to be filled after it is posted, the Union shall be notified by the Director of Capital Planning or the Director of Facilities. Employees interested shall apply within the five (5) working day posting period. The senior Employee applying for the vacancy and who meets the minimum requirements (as defined in the job posting) shall be granted up to a sixty (60) work day trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

In the event the senior applicant is denied the position, notice and reasons for denial shall be given in writing to such Employee and his/her Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure. This section shall not apply to the categories of Custodian, in those instances where the job has been filled for less than six (6) months. Upon successful completion of his/her trial period, the Employee must remain in that position for a minimum of six (6) months. However, this shall not prevent an Employee from bidding on a promotion upon the successful completion of his/her trial period. Promotion shall be defined as an increase in base rate of pay.

## Section 2

During the sixty (60) work day trial period, the Employee may elect to revert back to his/her former classification, in which case he/she shall forfeit his/her right to promotion or reassignment for the following four (4) months. If the Employee is unsatisfactory in the new position during the sixty (60) work day trial period, the Employer shall have the right to revert the Employee back to his/her former classification. Notice and reasons for reversion by the Employer shall be given in writing to the Employee and his/her Steward. The matter may then become a proper subject for the second step of the Grievance Procedure.

## Section 3

An employee who has less than a three average on a current evaluation shall not be eligible for promotion for twelve months from the date of the evaluation. For the purpose of this section a current evaluation will be within the last twelve months.

An employee who receives less than a three average on an evaluation will be granted, upon request, an opportunity to review the evaluation with his/her evaluator and the evaluator's supervisor. Also, the employee may attach a written response to his/her evaluation.

If an employee receive a three day or more suspension without pay for disciplinary reasons the employee shall not be eligible for a promotion according to this section for twelve months from the first day of the suspension.

## Section 4

During the trial period, the employee will receive the rate of pay of the job he/she is performing.

## Section 5

If no employee applies for an available position, or if none of those applying are qualified, or if all those granted a 60 working day trial period revert or are reverted back to their former classifications, the Employer may hire a new Employee for the position.

## Section 6

At any time that a position is not filled pursuant to the foregoing Sections of this Article 14, the Employer may fill the same on a temporary basis, either by assigning an Employee of its selection to such position or by hiring a new person for such position. Such temporary appointment shall be without prejudice to the rights of Employees to apply for the position pursuant to this Article 14.

## Section 7

Any Employee wishing to bid on job openings while on vacation must leave an address at which he/she may receive notices of such openings.

ARTICLE 15  
WORK SCHEDULES

Section 1

The standard work week for the majority of Employees shall consist of five (5) consecutive eight-hour (8-hour) days, Monday through Friday inclusive. Exception: Libraries and High Schools.

Section 2

The regular hours of work for each Employee, excluding the Substitute Custodians, and consistent with past practice and Section 3, below, shall be eight (8) consecutive hours within any 24 hour period.

Section 3

Employees working the first shift have a lunch period of one (1) hour, except Employees in the Maintenance Department who shall have a lunch period of one-half (1/2) hour. Employees working the first shift shall not be compensated for their lunch period, provided they are free to leave the location of their work assignment for such lunch period, and provided further that, if they elect to remain at such location for the lunch period, they are not required to work during the same. (See Memorandum of Agreement - page 40)

Employees working the second or third shift shall have a lunch period of one-half (1/2) hour and be compensated for such period. Any Employee scheduled to start work at or after 12:00 o'clock noon shall be deemed to be on the second shift. Any Employee scheduled to start work at or after 8:00 o'clock P.M. shall be deemed to be on the third shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Section 4

Employees shall be granted a fifteen (15) minute rest period during each consecutive one-half shift and, whenever possible, shall be scheduled at the middle of the shift.

Section 5

Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work day. Work schedules shall be arranged, and the Employer shall make facilities available, so that Employees may take advantage of this clean-up period.

Section 6

Any Employee called to work outside of his/her regularly scheduled shift shall be guaranteed at least three (3) hours of pay. Scheduled overtime pursuant to Section 8 below shall not be deemed a part of this provision.

Section 7

Any Employee reporting for work after sick leave, or reporting sooner than originally scheduled after any other approved leave, and not giving the Employer reasonable advance notice thereof, will not be guaranteed any work on the day he/she so reports for work but will be given only such work as can reasonably be scheduled for him/her by the Employer in the circumstances.



## Section 8

Except for Substitute Custodians, work schedules showing the Employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, modification due to elections and in-service, necessary changes in the school day, and changes due to reorganization of work during school vacation periods, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

Employees shall be notified of overtime assignment at least 24 hours before reporting time, if overtime is assigned on days outside of normal work week.

## Section 9

The Employer may, after consultation with the Union, modify the above provisions to provide for a ten-hour (10 hour) day, forty-hour (40-hour) week on an experimental basis terminable at the discretion of the Employer.

## Section 10

Employees working second shift shall be required to do only modified cleaning on the nights of open house and the ice cream social. Modified cleaning shall include emptying waste baskets, cleaning bathrooms, cleaning hallways, removing large items from the classroom floor, and any other activities which time permits.

## Section 11

- A. Custodial Supplemental Assistance will not reduce the regular hours of a FTE custodial position.
- B. The Board shall maintain current practice of the overtime assignment process and the Board will make reasonable efforts to assign available overtime work to full time employees. The intent of this provision is to assign available overtime work to full time employees.
- C. Supplemental Custodial Assistance shall be defined by building needs.
- D. The Board and AFSCME will work together to inform administrators of the contract provisions and intent of Supplemental Custodial Assistance.
- E. The Board and AFSCME will establish a monitoring committee to review the custodial assistance program and to bring recommendations to the attention of both parties.

The committee will be composed of three union representatives and three Board representations, one of which will be the Executive Director for Human Resource Services or designee.

- F. Union dues shall be paid according to the AFSCME constitution.
- G. Work performed as supplemental custodial assistance shall be at classification 2, step 4.
- H. Part time employees can bid only on part time positions.

## Section 12

The Board may designate newly posted middle school and high positions (vacancies) identified as flexible work week custodial positions. Such positions may be scheduled Tuesday through Saturday or Wednesday through Sunday, or some other five consecutive day schedule.

The employee working in these flexible work week positions will receive an additional \$1.00 per hour for all hours worked on Saturday and \$2.00 on Sunday.

These positions are exempt from the time and one half and double time provisions in this contract for Saturday and Sunday work.

## ARTICLE 16

### RECLASSIFICATION AND RATES OF PAY

#### Section 1

Regular hourly rates of pay are set forth in Attachment A attached hereto.

Employees shall advance on the schedule effective the January 1 or July 1 subsequent to the completion of their six (6) months of service and every six (6) months or year thereafter, as is appropriate, until they have reached the maximum.

For the skilled trades, advancement on the schedule shall be contingent upon satisfactorily demonstrating competence and proficiency equivalent to the proposed advancement. Any denial of advancement shall be submitted to a Board of Review composed of two (2) members of the Union, two (2) members of the Administration and a non-Union person selected by the representatives of the Administration and the Union. Said Board will meet to review the denial and submit to the Director of Capital Planning or Director of Facilities its findings. Lack of concurrence with the denial of advancements may be grounds for processing the dispute through the grievance procedure if the Director of Capital Planning or Director of Facilities declines to reverse the denial.

#### Section 2

Employees required to work temporarily in a classification different from their regular classification shall be paid the rate of the higher classification for the period of such temporary assignment. Employees shall be paid according to their experience level in the higher classification.

#### Section 3

A. All temporary assignments will first be filled by volunteers, following the seniority list within the department. In the event that no volunteers are available an involuntary assignment will be made from within the department on the basis of inverse seniority. All temporary assignments will be limited to ten working days. After ten working days it will be posted as a temporary position or permanent position.

For the purpose of this section there shall be four (4) departments defined below:

Custodial  
Maintenance\*  
Warehouse  
Mechanics

\*Painter, Utility, B & G Crew, Carpenter, Drapery, Glazier, Mechanical Maintenance, Electrical, Plumbing, Locksmith, Material Control, Laundry/Preventative Maintenance Coordinator, Laundry.

B. The need for an extension of an additional ten days shall be established prior to implementation and such need shall be demonstrated to the Union.

C. Temporary assignments longer than twenty days shall be by mutual consent.

#### Section 4

The number of FTE in the Maintenance Department must be maintained at or above the level on January 1, 1990 as long as there are temporary positions in the department.

#### Section 5

An Employee shall be paid one and one-half (1 1/2) times his/her regular hourly rate for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- A. All work, pursuant to call, outside of the Employee's regular shift;
- B. All work in excess of eight (8) hours (consistent with past practice and the lunch provisions of Article 15, Section 3) in any work day.
- C. All work in excess of forty (40) hours (consistent with past practice and the lunch provisions of Article 15, Section 3) in any work week.
- D. If an Employee is assigned to a "seven-day operation" and is scheduled to work Saturday and/or Sunday as a part of his regular five-day work week, all work of that Employee on these days shall be at time and a half.
- E. An Employee shall be paid double time for work performed on the seventh day of his/her work week and double time for all work performed on holidays in addition to his/her holiday pay.

For Substitute Custodians, or from mutual agreement, Section 3, paragraph C shall not be construed to prohibit shift schedule variations that may result in work being scheduled in excess of eight (8) hours in one (1) twenty-four (24) hour period, provided that there is at least an eight (8) hour time lapse between the end of one shift and the beginning of the next for any such Employee involved.

#### Section 6

Work falling within Section 5 of this Article 16 (except "seven-day operations" work) shall, to the extent possible, be distributed equally over each six (6) month period among Employees within the same job classification at the same location.

#### Section 7

Maintenance personnel who, in order to discharge responsibilities assigned to them by the Employer, are legally required to have proper governmental license (state, county, city, e.g.) and are so licensed, shall receive 10% over their contract stipulated wage base.

#### Section 8

An employee who experiences a deduct shall not be eligible for overtime for the next seven calendar days following the deduct.

A deduct shall be an absence from work without pay.



## ARTICLE 17

### HOLIDAYS

#### Section 1

The following holidays shall be granted with pay to Employees in the Bargaining Unit unless school is in session in which case a different day will be arranged as the holiday.

Three (3) hours of Good Friday, unless school is in session; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Friday following Thanksgiving Day; the last working day before Christmas; Christmas Day; the last working day before New Year's Day; and New Year's Day.

Unless otherwise specifically provided for should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered the holiday.

#### Section 2

An Employee shall not be eligible for pay for any holiday or time off on any other day under Section 1 of this Article 17, if:

- A. The Employee is a seasonal or part-time Employee;
- B. The Employee is a probationary Employee, subject to Section 3 of Article 11;
- C. The Employee is not on the 12-month employment basis and such day falls within the period not included in the months of employment.

#### Section 3

If a holiday, or time off, referred to in Section 1 of this Article 17, falls on an Employee's regularly scheduled day off, other than as specifically provided for in said Section 1, or within an Employee's scheduled vacation, the Employee shall be granted a compensatory day or time off with pay added to the Employee's vacation or another day mutually convenient to the Employee and the Employer. All compensatory days earned must be used within one (1) fiscal year after they are earned.

#### Section 4

For the purpose of computing overtime hours for the purposes of Section 5 of Article 16, all time-off hours provided for in this Article 17 which both:

- A. Fall within the Employee's regularly scheduled work week (other than vacation or leave of absence), and
- B. Are paid for by the Employer, shall be regarded as hours worked.

## ARTICLE 18

### MILITARY

#### Section 1

Any Employee who enters into active service in the Armed Forces of the United States shall, upon the termination of such service, be offered reemployment in his/her previous position or in a position of like seniority, status and pay, unless circumstances have so changed as to make it

impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within one hundred twenty (120) days of termination from such service or within one hundred twenty (120) days of discharge from hospitalization after such termination.

#### Section 2

A probationary Employee who meets the foregoing requirements must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the Armed Forces, plus his/her probationary period.

#### Section 3

Any Employee who is a member of the Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. During this period he/she will be reimbursed the difference in pay between what he/she earns for such activity and what he/she would have earned working for the Employer, for up to two (2) weeks once a year.

#### Section 4

An Employee who is reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted a leave of absence, without pay, for a period not to exceed two (2) years to attend school full time under then applicable Federal laws, but such schooling must be applicable to work performed by Employees within the Bargaining Unit.

### ARTICLE 19

#### VACATIONS

#### Section 1

Employees in the Bargaining Unit who are on the seniority list shall earn vacations with pay as follows:

- A. Those with less than one (1) full year of employment from their seniority date will earn .385 of a day of vacation for each two (2) week pay period of employment;
- B. Those with from one (1) to seven (7) years of employment from their seniority date will earn .385 of a day of vacation for each two (2) week pay period of employment from July 1 of that year;
- C. Those with seven (7) years or more of employment from their seniority date will earn .577 of a day of vacation for each two (2) week pay period of employment from July 1 of that year;
- D. Those employees with nine (9) years or more of employment from their seniority date will earn .769 of a day vacation for each two (2) week pay period of employment from July 1 of that year;
- E. Effective November 15, 1972 for those employees hired prior to January 1, 1985 those Employees with seventeen (17) years or more of employment from their seniority date will earn .962 of vacation for each two (2) week pay period of employment from

July 1 of that year. Employees hired after January 1, 1985 shall not be eligible to accrue vacation at the rate of .962 per two (2) week pay period of employment.

After the first year for the determination of vacation allowance, the date of seniority shall be considered as the starting date, and anyone hired not later than September 30th of any given year shall be considered as having been hired as of July 1, of that year.

"Earned" shall mean the amount of vacation an Employee shall receive for each two (2) week period which may be used following the probationary period.

#### Section 2

In computing time of employment for the purposes of Section 1 of this Article 19, the following time shall not be counted:

- A. Sick leave or other leave of absence;
- B. Any month in which the Employee received pay for less than a majority of the working days scheduled for the month;

#### Section 3

Part-time, seasonal and probationary Employees, shall not be entitled to vacations.

#### Section 4

Vacations will normally be scheduled during the summer months when school is not in session and for a period of consecutive days, but may be scheduled at such other times during the year or split into one or more weeks as may be suitable, considering both the wishes of Employees and the efficient operation of the Employer's facilities and programs, including the availability of and costs for substitute personnel. Requests by Employees for vacations during such other times of year or on a split week basis shall, to the extent they can be granted, be granted in accordance with seniority.

#### Section 5

Each Employee must take his/her vacation within one (1) fiscal year after it is earned or he/she will lose the same. A vacation may not be waived by an Employee and extra pay received for work during that period. If, because of illness or other cause beyond his/her control, an Employee cannot take his/her vacation at the time scheduled, the Employer will use all reasonable efforts to reschedule his/her vacation. If the Employee's inability to take a vacation continues throughout the year, or his/her vacation cannot be rescheduled within the year, the Employee shall receive pay in lieu of vacation.

#### Section 6

If an Employee quits with two (2) weeks notice or is laid off or discharged, he/she shall receive pay for the vacation earned for the year of such layoff or discharge prorated in accordance with the fraction of the year prior to such layoff or discharge.

#### Section 7

- A. A three work day notification period shall normally be required for use of vacation days.
- B. Exceptions to the three day requirement may be made for emergencies. In cases of such emergencies shall be the employee's responsibility to provide the supervisor with documented

reason(s) for the leave.

C. The supervisor may waive the requirement for documentation if he/she determines such waiver is appropriate.

D. An employee's history of emergency requests may be reason for denial.

## ARTICLE 20

### LEAVES OF ABSENCE

#### Section 1

Each Employee shall accumulate sick leave at the rate of one (1) day per month of employment through the first ten (10) years of employment, one and one-half (1-1/2) days per month of employment through the second ten (10) years of employment and after twenty (20) years two (2) days per month of employment thereafter. A maximum of two hundred (200) days may be accumulated. At the retirement of an Employee, or on his/her death, while with the Employer and after ten (10) years of employment with the Employer, remaining accumulated sick leave shall be paid to the employee or his/her estate according to the following schedule.

<u>Accumulated Sick Leave</u>	<u>Payment</u>
0 - 50	50% of the total number
51 - 100	55% of the total number
101 - 150	65% of the total number
151 - 200	70% of the total number

#### Section 2

Sick leave may be used for personal illness or injury, illness or injury in the immediate family or of persons for whom the Employee has direct and continuing responsibility, death of persons closely associated with the Employee, and quarantine.

The verification of absence and diagnosis from a physician (found in appendix B of this Master Agreement) may be required when a pattern of absence occurs or when there is reason to suspect abuse.

#### Section 3

Each Employee shall be allowed two (2) days off with pay per year for his/her personal business affairs. Neither of these days shall be deducted from the Employee's sick leave. The Employee need not disclose the nature of the personal business or affairs involved unless the request is for the working day immediately prior or subsequent to a holiday or vacation, in which case leave will be granted only for provable emergency.

#### Section 4

Personal Business Days may be used in conjunction with vacation days if the employee meets one of the following provisions:



A. The employee has five sick days accumulated per year of employment.

Example for #A above:

Years of employment	=	6
Multiplied by the accumulated sick days needed per year of employment		5
Number of accumulated sick leave days needed to qualify		30

OR

B. The employee has added five days to accumulated sick leave in the previous twelve months.

Example for # B above:

Number of years of employment	6
Accumulated sick leave twelve months ago. (From date of request)	
Accumulated sick leave currently:	6
Sick leave added to accumulated balance in last twelve months.	5 *

\*(Therefore employee qualifies.)

OR

C. The employee has accumulated fifty sick days.

#### Section 5

Each Employee shall notify his/her immediate supervisor of his/her absence because of illness and shall notify his/her head custodian or building supervisor of such absence as soon as possible and in any event prior to his/her regularly scheduled starting time. Every effort shall be made to give such notices at least four (4) hours prior to his/her regularly scheduled starting time if he/she is on the second or third shift. Failure to so notify the Employer may result in loss of salary at the rate of time lost and in case of repetition, discharge from employment. (See Memorandum of Agreement - page 42)

#### Section 6

Each Employee desiring to take allowable days off for personal business or affairs shall submit a written request therefor with the his/her immediate supervisor three (3) days in advance of the day requested. In emergencies, verbal requests may be made on shorter notice.

#### Section 7

Leaves of absence without pay for a reasonable period not to exceed one (1) year will be granted without loss of seniority for:

- A. Serving in any elected or appointed position, public or Union;
- B. Maternity/Paternity Leave;

- C. Illness (physical or mental) beyond accumulated sick leave;
- D. Prolonged illness in the immediate family or of persons for whom the employee has direct and continuing responsibility beyond accumulated sick leave, provided the Employee submits a request therefor to the Employee's supervisor at least ten (10) days in advance of the date on which such leave is to commence.
- E. Educational purposes as approved by the appropriate supervisors within the division and the Executive Director for Human Resource Services.

Upon written application for extension, one (1) additional year may be granted.

Unpaid Leaves of Absence in excess of three (3) consecutive months (in which two thirds of the work days of each month are without pay) will result in automatic vacating of position and subsequent posting for bid. Exceptions may be made by the Executive Director for Human Resource Services. Upon expiration of such leave in excess of three (3) months the Employee will be entitled only to employment as a substitute custodian, but any such Employee will thereafter be entitled to appointment to the next vacancy in his/her previous classification for which he/she is qualified for up to one (1) year from the date of return to employment. (However, nothing in this provision, nor in any other provision of this Agreement, shall be construed in such a way as to require the Employer to create an additional position in order to accommodate any Employee.)

An employee on a paid leave of absence and those qualifying and receiving workers compensation may return to his/her previous position for up to six (6) months. A leave in excess of six (6) months will result in automatic vacating of the position and subsequent posting for bid. Upon expiration of such leave in excess of six (6) months, the employee will be entitled only to employment as a substitute custodian, but any such employee will thereafter be entitled to the next vacancy in his/her previous classification for which he/she is qualified for up to one (1) year from the date of return to employment. (However, nothing in this provision, nor in any other provision of this agreement, shall be construed in such a way as to require the employer to create an additional position in order to accommodate any employee). Section 7

Emergency leave without pay may be granted for other reasons through the Director of Capital Planning or Director of Facilities.

#### Section 8

A. An employee on a paid leave of absence and those qualifying and receiving workers compensation may return to his/her previous position for up to six (6) months, calculated from the date of the first day of the leave.

B. A leave in excess of six (6) months will result in the employee losing his/her position. Upon return from leave the employee will be entitled to a position in the same classification. In the event no vacancy exist in that classification the employee shall be assigned to a position in the bargaining unit at the current rate of pay for the position that he/she vacated. In such an event the employee will be entitled, for a period of one year from the date of return, to the next vacancy in his/her previous classification for which he/she is qualified.

C. The failure of an employee to accept a position in his/her classification will result in the employee forfeiting the one year guarantee for pay and his/her right to return to the classification at the time of the leave.

D. An employee must be off paid leave of absence and or workers compensation for a period of two years in order to be entitled to the benefits of section A, B, and C above. The vacated position in "B" Above will be posted as per Article 14.

E. Nothing in this section, nor in any other provision of this agreement, shall be construed in such a way as to require the employer to create an additional position in order to accommodate any employee.

### Section 9

Up to ten (10) days may be allowed for Union Officials to attend conferences and/or conventions annually; additional members elected to attend the above functions may be allowed time off to attend such functions without pay.

## ARTICLE 21

### BENEFITS

#### Section 1

- A. Payment of extra compensation to Employees who have completed, or may hereafter complete, the Employer's prescribed training courses through Michigan State University;
- B. Payment of Worker's Compensation coverage;
- C. Subscribing to the State supported pension plan;
- D. The Board agrees to provide bargaining unit members a choice of one of the following options except that employees who are insured through the employer of the spouse shall not be entitled to the benefits of the Blue Cross or Care Choice plans defined in this section.

1. The Blue Cross CMM 250 Plan.

Covered deductible expenses above one hundred and twenty-five dollars (\$125) in any calendar year for single subscribers will be reimbursed by the Board.

Covered deductible expenses above two hundred and fifty dollars (\$250) in any calendar year for two persons or full family subscribers will be reimbursed by the Board.

Stop loss expenses above five hundred dollars (\$500) in any calendar year will be reimbursed by the Board.

In any event the total reimbursement by the Board for covered deductible and or stop loss expenses in any calendar year shall not exceed six hundred and twenty five dollars (\$625) for single subscribers or seven hundred and fifty dollars (\$750) for two persons and full family subscribers.

2. Care Choice Plan 450 with the \$5/\$10 prescription co-payment. The Board shall reimburse employees for 50% of expenses for hearing aids, not to exceed \$625 in any calendar year.

- E. Carrying public liability insurance covering Employees in the course of their employment.
- F. Longevity shall be paid in accordance with the following schedule:
  - 1. \$0.11 additional per hour starting after ten (10) years of service.
  - 2. Another \$0.05 additional per hour starting after fifteen (15) years of service (total of \$0.16 longevity).

For the determination of longevity allowance, the date of seniority shall be considered as the starting date and anyone hired not later than September 30th of any given year, shall be considered as having been hired as of July 1st of that year.

- G. The Employer shall provide term life insurance in the amount of \$15,000 for each full-time Employee in the Bargaining Unit. Effective January 1, 1989 this shall increase to \$20,000.
- H. The Employer shall provide annually, payment each January of \$100.00 for uniforms to; for mechanical maintenance personnel, stockroom clerks, carpenters, utility workers, laundry personnel, building and grounds crew, repair depot personnel, and material control specialists. For painters the Employer will provide \$140.00 for uniforms annually. Uniforms for mechanics will continue to be provided through a laundry service.
- I. The Employer shall replace tools, which are broken or worn out in the Employer's service, for mechanics and carpenters when the broken or worn out tool is presented to the Department Head. The district may, at its discretion, provide tools and will determine which tools are required.
- J. The Board shall continue to pay Blue Cross/Blue Shield after expiration of sick leave accumulation to a maximum of \$2,400 per year for the total unit. The Employer agrees to pay the actual Blue Cross/Blue Shield premiums for such AFSCME personnel who have exhausted their accumulated sick leave; each such member to have his/her specific premiums paid by the Employer for a maximum of three (3) months; such payments to be made until the total agreed upon amount of \$2,400.00 for all personnel covered by this Contract shall be exhausted. Effective January 1, 1989 this shall increase to \$3,000.00.
- K. Contributing for full family dental insurance per subscribing Employee through a carrier selected by the Board. However, Employees who are insured through the Employer of the spouse shall not be entitled to this benefit. Furthermore, Employees who maintain at cost to the Board insurance coverage in excess of that to which they are entitled by marital and family status shall be subject to payroll recovery of the excessive premium costs.
- L. Subject to available space, an Employee may enroll on a non-tuition basis in any one (1) established course of his/her choice each year offered by the Board's Continuing Education Program.
- M. The employer agrees to pay the renewal fee for Chauffeur Licenses for stock clerks and mechanics while they continue in that position.



## ARTICLE 22

### UNION BULLETIN BOARDS

#### Section 1

The Employer shall provide bulletin boards in each of its buildings where Employees are employed for use by the Union for posting notices of the following types:

- A. Notice of recreation and social events;
- B. Notices of Union and public elections and of the results of such elections;
- C. Notice of Union Meetings.

#### Section 2

Such bulletin boards shall not be used for disseminating propaganda or electioneering material or for advertising.

## ARTICLE 23

### JOINT COMMITTEES

The parties agree to meet bi-monthly to discuss implementation of this Agreement and other matters of mutual concern. Attendance at such meetings shall conform to membership numbers established in Article 8, Section 4.

## ARTICLE 24

### ANNUAL PICNIC

There shall be an Annual Picnic of all permanent Employees at 12:00 noon on a Friday near the end of August. All Employees who are covered by this Agreement shall be excused from work to attend the annual picnic. Those Employees who do not attend the picnic shall report to their buildings for the rest of the working day.

## ARTICLE 25

### NEW CLASSIFICATIONS AND RATES OF PAY

#### Section 1

When a new or changed job is to be placed in the Bargaining Unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate of pay therefor. In the event the Union does not agree with the proposed classification or rate, such matters shall be subject to negotiation.

#### Section 2

The establishment of new or changed jobs, of classifications or rates of pay therefore, or of new rates of pay for any purpose shall not be subject to the Grievance Procedure or arbitrations, but shall be subject to negotiation.

ARTICLE 26

HEALTH AND SAFETY

A safety committee shall be established consisting of three (3) representatives appointed by the Board and three (3) representatives appointed by the Union. This committee shall meet at the request of either party at a mutually agreeable time for the purpose of discussing health and/or safety concerns.

ARTICLE 27

DURATION OF AGREEMENT

Section 1

This Agreement shall become effective as of 12:01 A.M. on January 1, 1997, provided it has been ratified and executed by both parties as provided in Section 2 of Article 1 within a reasonable time thereafter.

Section 2


This Agreement shall continue in full force and effect until 11:59 P.M. on December 31, 1999, at which time it shall expire, without notice to or by either party, unless prior thereto the parties have agreed to extend it for a specified period or for such periods as they may agree to from time to time.


In witness whereof, the parties hereto have duly executed this Agreement on the date first above written.

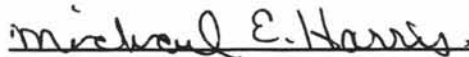
Public Schools of the  
City of Ann Arbor

Local #1182, Michigan Council 25  
American Federation of State,  
County and Municipal Employees,  
AFL-CIO.


  
Cheryl Garnett, Board President

  
William Richmond, Union President

  
John O. Simpson, Superintendent

  
Michael Harris, Chief Steward

  
Linda Ricciardi, Board Secretary

  
Ronald Whitmore, Negotiator

4/8/97  
Date

4/8/97  
Date





**APPENDIX A - AFSCME 1998 SCHEDULE**

CLASSIFICATION	STEP	RATE		CLASSIFICATION	STEP	RATE	
# 1	1	\$10.89	START	# 10	1	\$12.86	START
LAVATORY ATTENDANT	2	\$11.10	6 MOS.	MECHANIC	2	\$13.11	6 MOS.
	3	\$11.40	1 YEAR	UTILITY	3	\$13.38	12 MOS.
	4	\$11.68	2 YEARS	B & G CREW	4	\$13.65	18 MO.
				REPAIR DEPOT	5	\$13.89	24 MOS.
# 2	1	\$7.84	START		6	\$14.15	30 MOS.
CUSTODIAN	2	\$8.88	1 YEAR		7	\$14.40	36 MOS.
SUB CUSTODIAN	3	\$12.07	2 YEARS		8	\$14.65	42 MOS.
	4	\$12.35	3 YEARS		9	\$14.94	48 MOS.
	5	\$12.68	4 YEARS		10	\$15.32	60 MOS.
	6	\$12.98	5 YEARS				
# 3	1	\$12.29	START	# 11	1	\$13.01	START
HIGH SCHOOL	2	\$12.73	1 YEAR	PAINTER	2	\$13.25	6 MOS.
UTILITY CUSTODIAN	3	\$13.16	2 YEARS		3	\$13.52	12 MOS.
					4	\$13.81	18 MOS.
					5	\$14.03	24 MOS.
# 4	1	\$12.34	START		6	\$14.29	30 MOS.
STOCK CLERK	2	\$12.79	1 YEAR		7	\$14.55	36 MOS.
(Lead Clk. addtl .50 hr)	3	\$13.24	2 YEARS		8	\$14.80	42 MOS.
					9	\$15.08	48 MOS.
					10	\$15.46	60 MOS.
# 5	1	\$12.39	START				
SYSTEMS CUSTODIAN	2	\$12.92	1 YEAR	# 12	1	\$13.34	START
JR. AND SR. HIGH SCH.	3	\$13.39	2 YEARS	CARPENTER	2	\$13.56	6 MOS.
				A. DRAPERY	3	\$13.81	12 MOS.
# 6	1	\$12.79	START	B. GLAZIER	4	\$13.97	18 MOS.
STOCK CLERK II	2	\$13.26	1 YEAR		5	\$14.25	24 MOS.
	3	\$13.74	2 YEARS		6	\$14.43	30 MOS.
					7	\$14.67	36 MOS.
# 7	1	\$12.93	START		8	\$14.95	42 MOS.
ELEMENTARY HEAD	2	\$13.41	1 YEAR		9	\$15.23	48 MOS.
CUSTODIAN	3	\$13.89	2 YEARS		10	\$15.67	60 MOS.
# 8	1	\$13.28	START	# 13	1	\$13.34	START
MIDDLE HEAD CUST.	2	\$13.87	1 YEAR	MECHANICAL MAINT.	2	\$13.58	6 MOS.
SR. HIGH GROUP LDR.	3	\$14.36	2 YEARS	A. ELECTRICAL	3	\$13.86	12 MOS.
				B. PLUMBING	4	\$14.11	18 MOS.
# 9	1	\$12.29	START	C. LOCKSMITH	5	\$14.34	24 MOS.
LAUNDRY	2	\$12.73	1 YEAR	D. MATERICAL CTRL.	6	\$14.65	30 MOS.
	3	\$13.16	2 YEARS	E. LAUNDRY/PREVENT.	7	\$14.95	36 MOS.
				MAINT. COORD.	8	\$15.17	42 MOS.
					9	\$15.41	48 MOS.
					10	\$15.77	60 MOS.
<b>**EFFECTIVE JANUARY 1, 1998 TO DECEMBER 31, 1998.</b>							
***The parties agree that a 1.0% salary enhancement will be paid for eight (8) hours of inservice							
which each employee will perform on his/her own time during the calendar year. Payment							
shall be calculated on regular and overtime income for the calendar year and paid on the second pay in January of							
the following year. AFSCME and the Board will work cooperatively to design and schedule inservice that meets							
the needs of bargaining unit members and the district.							

**APPENDIX A - AFSCME 1999 SCHEDULE**

CLASSIFICATION	STEP	RATE		CLASSIFICATION	STEP	RATE	
# 1	1	\$11.00	START	# 10	1	\$12.99	START
LAVATORY ATTENDANT	2	\$11.21	6 MOS.	MECHANIC	2	\$13.24	6 MOS.
	3	\$11.51	1 YEAR	UTILITY	3	\$13.51	12 MOS.
	4	\$11.80	2 YEARS	B & G CREW	4	\$13.79	18 MO.
				REPAIR DEPOT	5	\$14.03	24 MOS.
# 2	1	\$7.92	START		6	\$14.29	30 MOS.
CUSTODIAN	2	\$8.97	1 YEAR		7	\$14.54	36 MOS.
SUB CUSTODIAN	3	\$12.19	2 YEARS		8	\$14.80	42 MOS.
	4	\$12.47	3 YEARS		9	\$15.09	48 MOS.
	5	\$12.81	4 YEARS		10	\$15.47	60 MOS.
	6	\$13.11	5 YEARS				
# 3	1	\$12.41	START	# 11	1	\$13.14	START
HIGH SCHOOL	2	\$12.86	1 YEAR	PAINTER	2	\$13.38	6 MOS.
UTILITY CUSTODIAN	3	\$13.29	2 YEARS		3	\$13.66	12 MOS.
					4	\$13.95	18 MOS.
					5	\$14.17	24 MOS.
# 4	1	\$12.46	START		6	\$14.43	30 MOS.
STOCK CLERK	2	\$12.92	1 YEAR		7	\$14.70	36 MOS.
(Lead Clk. add'l .50 hr)	3	\$13.37	2 YEARS		8	\$14.95	42 MOS.
					9	\$15.23	48 MOS.
# 5	1	\$12.51	START		10	\$15.61	60 MOS.
SYSTEMS CUSTODIAN	2	\$13.05	1 YEAR				
JR. AND SR. HIGH SCH.	3	\$13.52	2 YEARS	# 12	1	\$13.47	START
				CARPENTER	2	\$13.70	6 MOS.
# 6	1	\$12.92	START	A. DRAPERY	3	\$13.95	12 MOS.
STOCK CLERK II	2	\$13.39	1 YEAR	B. GLAZIER	4	\$14.11	18 MOS.
	3	\$13.88	2 YEARS		5	\$14.39	24 MOS.
					6	\$14.57	30 MOS.
# 7	1	\$13.06	START		7	\$14.82	36 MOS.
ELEMENTARY HEAD	2	\$13.54	1 YEAR		8	\$15.10	42 MOS.
CUSTODIAN	3	\$14.03	2 YEARS		9	\$15.38	48 MOS.
					10	\$15.83	60 MOS.
# 8	1	\$13.41	START	# 13	1	\$13.47	START
MIDDLE HEAD CUST.	2	\$14.01	1 YEAR	MECHANICAL MAINT.	2	\$13.72	6 MOS.
SR. HIGH GROUP LDR.	3	\$14.50	2 YEARS	A. ELECTRICAL	3	\$14.00	12 MOS.
				B. PLUMBING	4	\$14.25	18 MOS.
# 9	1	\$12.41	START	C. LOCKSMITH	5	\$14.48	24 MOS.
LAUNDRY	2	\$12.86	1 YEAR	D. MATERICAL CTRL.	6	\$14.80	30 MOS.
	3	\$13.29	2 YEARS	E. LAUNDRY/PREVENT.	7	\$15.10	36 MOS.
				MAINT. COORD.	8	\$15.32	42 MOS.
					9	\$15.56	48 MOS.
					10	\$15.93	60 MOS.

**\*\*EFFECTIVE JANUARY 1, 1999 TO DECEMBER 31, 1999.**

\*\*\*The parties agree that a 1.0% salary enhancement will be paid for eight (8) hours of inservice which each employee will perform on his/her own time during the calendar year. Payment shall be calculated on regular and overtime income for the calendar year and paid on the second pay in January of the following year. AFSCME and the Board will work cooperatively to design and schedule inservice that meets the needs of bargaining unit members and the district.

## APPENDIX A

### SECTION 1

- A. Beginning with 1/1/97, the 1996 salary schedule shall be increased by 1%.
- B. Beginning with 1/1/98, the 1997 salary schedule shall be increased by 1%.
- C. Beginning with 1/1/99, the 1998 salary schedule shall be increased by 1%.

### SECTION 2

In 1997-98 "Z" \* percent of any increase in district revenue to the state foundation grant (section 20) shall be designated for the bargaining unit as follows:

- 1. All bargaining unit employment cost increased over the previous fiscal year (increment, employee insurance benefits, fica, and retirement) shall first be deducted from the revenue increase.
- 2. The remaining funds shall be made available for the bargaining unit members to be distributed in salary.
- 3. In no event shall the total salary increase in any given year exceed 2%.

"Z" is defined as the percentage of the bargaining unit's total employment cost, (salary, increments, retirement, fica, and insurance fringe benefits) in relation to the total district budget for 1996-97. The ASFCME "Z" percent will be 6.4%.

### SECTION 3

As soon as the foundation grant and bargaining unit employment cost increases are known, the business office will calculate the net revenue increase available.

(Note: The State foundation grant (FY 96 foundation) for 1995-96 is \$7,887.35.)

### SECTION 4

In the event the remaining funds, as determined in section 2 above, are reduced during the year. The amount of the reduction shall be subtracted the following year. The reduction, if implemented, will not result in a reduction below the guaranteed 1% increase as defined in section 1 above.

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

It is hereby agreed by and between the parties that:

1. Effective with the second semester of the 1987-88 school year, day shift head custodians at the elementary level shall have a one-half hour lunch period.
2. Since this will result in no overlap between the head custodian and the second shift custodian, the Union agrees that its members will take all necessary steps to assure communication between these individuals, which may include remaining after the normal work shift for the head custodian, with no additional compensation. This will insure that necessary instructions for second shift operations are properly transmitted in lieu of the overlap.
3. A periodic review of this change will be conducted to determine the impact on the operation at the building level and the feasibility of extending this Memorandum of Agreement beyond its expiration date.
4. This agreement shall continue for the life of the Master Agreement unless there is a change in the starting or ending times at the elementary level or a change in the elementary school day. If that occurs, the parties agree to meet prior to the implementation of the change to determine if the agreement should continue given the changes. If no agreement can be reached between the parties, this Memorandum of Agreement shall expire effective the semester the elementary changes are to go into effect.

Ronald Whitmore  
For the Board

4/8/97  
Date

William Richmond  
For the Union

4/8/97  
Date



MEMORANDUM OF UNDERSTANDING

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

It is understood by and between the parties that the Board has the right to determine the most efficient operation of the District and utilization of its resources. In order to provide the Union with an understanding of the intent of the Board regarding use of part-time and seasonal workers, the Board agrees to adopt the following goals:

1. To continue to employ seasonal and part-time workers pursuant to Article 7 G.
2. AFSCME bargaining unit members will be reassigned to temporary vacant positions (due to sick leave or unpaid leave) which will result in a pay increase. This will be done by using bargaining unit substitutes or by using an individual from within the building/department.
3. When overtime is available, within a building/department, The Board may employ non-bargaining unit workers for Saturday and Sunday overtime to open a building or to be available to the group using the building. Bargaining unit members shall be used to clean and secure the building at the close of the activity.
4. This Memorandum of Understanding will automatically expire December 31, 1999 unless mutually extended in writing by the parties.

Ronald Whitmore  
For the Board

4/8/97  
Date

William R. Chapman  
For the Union

4/8/97  
Date

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

It is hereby agreed by and between the parties that the established call-in procedure of up to three (3) calls will be followed by all AFSCME employees.

- A. First shift custodians: call the secretary at the custodial and maintenance office (994-2263) between 6:00 a.m. and 6:30 a.m. the secretary will transfer the employee to the absence recording machine. The secretary will secure a substitute.
- B. Second shift custodians: Call the absence reporting machine by 1:30 P.M. and the Custodial Supervisor's Office.
- C. Third shift custodians: Same procedure as first shift (See A above).
- D. All other AFSCME Bargaining Unit members: Call his/her immediate supervisor at his/her normal work number by 7:00 a.m. of the day of your absence.
- E. An automated Subfinder system has been installed for teacher substitute placements. This system is intended to include other employee groups. The Board will explore the feasibility of including AFSCME as an automated group.

*Ronald Whitmore*  
For the Board

4/8/97  
Date

*William Richmond*  
For the Union

4/8/97  
Date

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

It is hereby agreed by the parties that a joint committee will be established consisting of three (3) representatives of the Board of Education and three (3) representatives of the Union. The purpose of this committee will be to:

1. Analyze the training needs of the AFSCME bargaining unit in order to assist in qualifying for promotional opportunities within the bargaining unit and
2. Recommend the training which will best serve the previously identified needs.

The recommendations will be submitted to the Executive Committee of the Union and the Board of Education, or its designee, for final approval prior to implementation.

Ronald Whitmore

For the Board

4/8/97

Date

William Richmond

For the Union

4/8/97

Date

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

It is hereby agreed by and between the parties that whenever a scheduling problem arises regarding setting up and taking down the lunch room, if it cannot be accommodated at the building level, the Executive Director for Human Resource Services will attempt to assist in resolving the situation on a case by case basis.

Ronald Whitmore

For the Board

4/8/97

Date

William Richmond

For the Union

4/8/97

Date



MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

The parties hereby agree to the concepts included in the Affirmative Action Policy adopted by the Board. However, when a specific provision of the policy conflicts with the Master Agreement, it is agreed that a meeting will be held to resolve the conflict. If no agreement is reached, the Master Agreement will prevail.

Ronald Whitmore

For the Board

4/8/97

Date

William Richmond

For the Union

4/8/97

Date

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

It is hereby agreed by and between the parties that individuals called in to remove snow from midnight to 7:00 a.m. will receive time-and-one-half for this work. In addition, the 7:00 a.m.-3:30 p.m. shift will be paid at straight time. In the situation where there are two (2) consecutive days of snow removal, individuals will again receive time-and-one-half for work done outside their normal workshift and straight time for 7:00 a.m.-3:30 p.m.

If the supervisor determines that an employee is no longer able to continue work without rest, either due to the request of the employee or the recommendation of the crew chief, the employee may be sent home and will be compensated for the time missed without use of leave time.

Ronald Whitmore

For the Board

4/8/97

Date

William Richmond

For the Union

4/8/97

Date

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

It is hereby agreed between the Ann Arbor Board of Education and the American Federation of State, County and Municipal Employees, AFL-CIO that persons involved in the Apprenticeship Program will be paid as follows:

1. While individuals are enrolled in the program, they will receive two and one-half percent (2 1/2%) wage increase over their contractual hourly wage. Upon completion of the program (i.e. diploma/degree) they shall receive an additional two and one-half percent (2 1/2%) wage increase for a total of five percent (5.0%).
2. Individuals attending seminars, on-the-job training or classes paid for by the School District, with funds from the Apprenticeship Program shall not receive any additional compensation other than the two and one-half percent (2 1/2%) referenced above for the exact hours they were in attendance.
3. This Memorandum of Agreement shall remain in effect until reopened by either party.

*Ronald Whitmore*  
For the Board

4/8/97  
Date

*William Richmond*  
For the Union

4/8/97  
Date

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

The parties agree that in the event of layoffs or if layoffs are reasonably anticipated:

1. The Board will provide suggestions for skill areas which are or may be needed in the school district. It is recognized that such suggestions are intended to provide guidance and do not constitute an employment guarantee.
2. Employees who attend, on their own time, inservice programs which contribute directly to an employee developing a skill in number 1 above, shall receive matching paid time for additional inservice in relation to developing that particular skill. The maximum paid matching time shall be four hours per employee per year.
3. Provisions of this memo are separate from the eight hour in-service obligation.

The Memorandum of Agreement shall expire on December 31, 1999 and may be extended by mutual consent of both parties.

Ronald Whitmore

For the Board

4/8/97

Date

William Richmond

For the Union

4/8/97

Date



MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR PUBLIC SCHOOLS

and the

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

The parties agree to the following new employee orientation program:

The union and the administration will work cooperatively to provide new employees with orientation and support meetings. The purpose of such meetings will be to provide new employees with an orientation to school district policies, expectations, fringe benefits, Board priorities, use of sick leave, and union orientation.

Meetings will be jointly conducted by the administration and the union. It is anticipated that this program will include an initial meeting of new employees in the early part of their employment and a meeting close to the time an employee completes the probationary period.

The Memorandum of Agreement shall expire on December 31, 1999 and may be extended by mutual consent of both parties.

Ronald W. Whitmore

For the Board

4/8/97

Date

William F. Richmond

For the Union

4/8/97

Date

MEMORANDUM OF AGREEMENT

between

ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

It is hereby agreed by and between the parties that effective January 1, 1987 the computation for vacation/longevity increments will include time spent on:

Sick Leave  
Illness in the immediate family  
Maternity/paternity leave  
Worker's Compensation  
Vacation

*Ronald Whitmore*

For the Board

*William Richmond*

For the Union

4/8/97

Date

4/8/97

Date

MEMORANDUM OF AGREEMENT

between the

ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

The parties agree to pilot the attendance incentive program outlined below for a period of time beginning January 1, 1994.

It is understood that this Memorandum of Agreement can be extended with the mutual agreement of both parties.

Ann Arbor Public Schools/AFSCME Employee Attendance Incentive Program

1. The purpose of this attendance incentive program is to increase employee attendance and to reward employees who are able to establish high attendance records.
2. Eligible employees will be granted an Attendance Incentive which shall be the employee's choice of one day off or one day's pay for each one third year the employee worked with perfect attendance. For the purpose of this provision perfect attendance shall be defined as not using paid or unpaid sick leave.
3. For calculation purposes, the year shall be divided into thirds according to the following schedule:

January 1 --- April 30  
May 1 --- August 31  
September 1 --- December 31

4. Days off will be scheduled during the winter break, spring break, and/or summer break.
5. Incentive pay described in paragraph 2 above will be paid on the second pay of January.

Ronald Whitmore

For the Board

4/8/97

Date

William Richardson

For the Union

4/8/97

Date

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

The parties agree to jointly study issues related to Light Duty Assignments and the Americans with Disabilities Act. Specifically the study will examine pay schedules for light duty, provisions of the Americans with Disabilities Act as they relate to the Master Agreement, and other issues as the two parties identify as appropriate.

It is further agreed that concepts identified by this effort may be subject to negotiations.

This Memorandum shall expire on December 31, 1999 without the written consent of both parties.

*Donald Whitmore*

For the Board

4/8/97

Date

*William Richmond*

For the Union

4/8/97

Date



MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

The parties mutually agree to form a committee to review the work hours of the custodial work force. This review will include but is not limited to, level of service, efficiency and economy.

The committee will begin meeting for the review no later than October 1, 1996, and will conclude its findings by December 31, 1996. The final report will be forwarded to the Joint Committee, Article 23.

Implementation will be by mutual agreement and is intended to occur by second semester.

Ronald Whitmore

For the Board

4/8/97

Date

William Richmond

For the Union

4/9/97

Date

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

The Board recognizes and understands the importance of Martin Luther King's birthday to AFSCME. Therefore, the Board will make every attempt and effort to approve time off as requested by employees on Martin Luther King Day.

*Ronell Whitmore*

For the Board

4/8/97

Date

*William Richmond*

For the Union

4/8/97

Date

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

A joint committee will be formed the first year of the contract to review the current step system. The committee shall meet under Article 23, Joint Committee. All decisions shall be mutually agreed upon prior to any implementation.

Ronald Whitmore  
For the Board

4/8/97  
Date

William Richmond  
For the Union

4/8/97  
Date



**Ann Arbor Public Schools  
VERIFICATION OF ILLNESS**

Please Print -

(Employee is also to complete Item 16 on the reverse side)

- 1 Employee Name: \_\_\_\_\_
- 2 Employee's Soc. Sec. No.        -        -        \_\_\_\_\_
- 3 Patient's Name (If other than employee): \_\_\_\_\_
- 4 Patient's relationship to Employee: \_\_\_\_\_

**CERTIFICATION OF PHYSICIAN OR PRACTITIONER**

5 Diagnosis: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6 Date condition commenced: \_\_\_\_\_

7 Probable duration of condition: \_\_\_\_\_

8 Regimen of treatment to be prescribed (indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

a By Physician or Practitioner: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b By another provider of health services, if referred by Physician or Practitioner: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**IF THIS CERTIFICATION RELATES TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, SKIP ITEMS 9, 10 & 11 & PROCEED TO ITEMS 12 THROUGH 15 ON THE REVERSE SIDE. OTHERWISE, CONTINUE BELOW.**

Check Yes or No in the boxes below, as appropriate:

- |    | Yes                      | No                       |   |
|----|--------------------------|--------------------------|---|
| 9  | <input type="checkbox"/> | <input type="checkbox"/> | Is inpatient hospitalization of the employee required?  |
| 10 | <input type="checkbox"/> | <input type="checkbox"/> | Is employee able to perform work of any kind? (If "No", skip Item 11)   |
| 11 | <input type="checkbox"/> | <input type="checkbox"/> | Is employee able to perform the functions of employees's position? (Answer after reviewing statement from employer of essential functions of employee's position, or if none provided, after discussing with employee). |

17 Printed Name of Physician or Practitioner: \_\_\_\_\_

18 Signature of Physician or Practitioner: \_\_\_\_\_

19 Type of Practice (Field of Specialization, if any): \_\_\_\_\_

20 Date: \_\_\_\_\_

**FOR CLARIFICATION RELATING TO THE CARE FOR THE EMPLOYEE'S SERIOUSLY-ILL FAMILY MEMBER, COMPLETE ITEMS 12 THRU 15 BELOW AS THEY APPLY TO THE FAMILY MEMBER AND PROCEED TO ITEM 17 ON THE REVERSE SIDE.**

Yes No

12   Is inpatient hospitalization of the family member (patient) required?

13   Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation?

14   After review of the employee's signed statement (See Item 16 below), is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include psychological comfort).

15 Estimate the period of time care is needed or the employee's presence would be beneficial:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ITEM 16 IS TO BE COMPLETED BY THE EMPLOYEE REQUESTING FAMILY LEAVE.**

16 When Family Leave is needed to care for a seriously-ill family member, the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_



