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6/30/2000

CENTER LINE PUBLIC SCHOOLS  
Macomb County, Michigan

MASTER AGREEMENT  
BETWEEN THE  
CENTER LINE BOARD OF EDUCATION  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO, LOCAL 2722 OF METROPOLITAN COUNCIL NO. 25

*Center Line Public Schools*

(Extension of 1994 - 1998)

1998 - 1999  
1999 - 2000

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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Agreement Between the Board of Education  
of  
Center Line Public Schools  
and the  
American Federation of State, County and Municipal Employees  
AFL-CIO, Local 2722 of Metropolitan Council No. 25

PREAMBLE

This Agreement is between the Board of Education of the Center Line Public Schools, County of Macomb, State of Michigan (hereinafter referred to as the "Board") and Local 2722, affiliated with Metropolitan Council No. 25, chartered by the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE

The purpose of this contract is to assure adequate and dependable custodial, maintenance, bus driving, and cafeteria service to the Center Line Public Schools district; to provide working conditions as good as may be reasonably provided; to protect the interests of the public, the employees, and the Board; and to determine working hours and wage rates.

THE BOARD OF EDUCATION

The Board of Education of the Center Line Public Schools, Macomb County, Michigan, under Michigan law has final responsibility for the directions and control of all aspects of the affairs of the school district. The Board cannot lawfully avoid, delegate, or surrender any portion of this responsibility, and nothing in this Agreement shall be construed to negate this principle.

THE SUPERINTENDENT OF SCHOOLS

The Superintendent of Schools, as the executive officer employed by the Board and who is by Michigan law charged with the responsibility of supervision and direction of the work of the staff and assisting the Board in all matters pertaining to the welfare of the school, shall be the channel through which negotiations are conducted and shall act as liaison between the Board and the employees and/or employee organizations. Whenever the term "Superintendent" is used in this contract, it shall mean the person holding that title or any person to whom he/she may delegate the responsibility referred to in the contract.

WITNESSETH

WHEREAS the Board and the Union mutually recognize and acknowledge that the best interests of the student body and of the community will be protected and served by an agreement between the parties hereto which will promote and insure peaceful industrial and economic relations between the parties during the term of this Agreement. It is mutually agreed as follows:

Article I. - Recognition

A. Employees Covered

1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for custodial maintenance, bus drivers, and cafeteria employees except for supervisors and those employees who are excluded under law (Warehouse-Transportation Supervisor; Buildings, Maintenance, and Grounds Supervisor; Director of Food Services).

2. All part-time temporary and seasonal employees holding positions in classifications shall be included in the bargaining unit covered by this Agreement provided they have been continuously employed for a period of ninety (90) days from the date of last appointment during the term of this Agreement. A layoff not to exceed ten (10) consecutive workdays during the ninety (90) day period shall not be considered a break in continuous service as defined in this section.

## Article II. - Union Dues and Initiation Fees

### A. Union Security

1. On the effective date of this Agreement, all employees covered by this Agreement who are members of the Union will remain members for the duration of this Agreement.
2. Within ten (10) days after the thirtieth (30th) day of the effective date of this Agreement, all employees who do not wish to join the Union shall, as a condition of employment, pay a service charge equal to the amount of the periodic monthly dues required of a member of the Union for the duration of this Agreement.
3. As a condition of employment, employees hired, rehired, or reinstated in the unit shall tender the initiation fee and periodic monthly dues or tender the monthly service charge within ten (10) days after the thirtieth (30th) day following their employment or reinstatement in the unit for the duration of this Agreement.
4. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise by reason of the Board's complying with the provisions of this Article.

### B. Union Dues, Initiation Fees, and Assessments

1. Payment by Check-Off - Employees shall tender the initiation fee, monthly membership dues or service charge, and assessments by signing the "Authorization for Check-Off of Dues" or service charge form. The Board will submit to each employee a Union membership card as an "Authorization for Check-Off of Dues" to be signed upon employment, transfer, or reinstatement into the bargaining unit. The initiation fee, monthly dues or service charge, and assessments as stipulated by the Union will automatically be put into effect according to Article II of this Agreement.
2. When Deductions Begin - Check-off deductions under all properly executed "Authorization for Check-Off of Dues" forms or service charge forms shall become effective at the time the application is signed by the employee and shall be deducted from the second pay of the month and each month thereafter.
3. Remittance of Dues to Financial Officer - Deductions for any calendar month shall be remitted by the thirtieth (30th) day of the current month to the designated financial officer of the Union with a list for whom dues or service charges have been deducted.
4. Termination of Check-Off - An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer an employee in the bargaining unit. The Union will be notified by the Board of the names of such employees following the end of the month in which the termination took place.

## Article III. - Effect of Agreement

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto. All amendments shall be ratified by both the Board and the Local membership before being put into effect.

#### Article IV. - Guarantee of Rights

- A. The parties agree that there shall be no discrimination against any employee by reason of race, creed, color, sex, national origin, age, or by reason of membership in the Union.
- B. The Board agrees that its enforcement of discipline will be fair and for just cause.

#### Article V. - Representation

- A. The names of all Union committee members shall be submitted in writing to the Board by the Union upon election or appointment to a recognized committee.
- B. The Board agrees to recognize the Bargaining Committee selected by the Union.
- C. The Superintendent is responsible for carrying out the policy and provisions of this contract. He/she shall be available for conferences with the President of the bargaining unit and one other designated member of the Bargaining Committee to discuss matters of interpretation of this contract and application of specific provisions. At their option, a Union Council Representative or International Representative may also be present.
- D. The Board agrees to recognize a grievance committee, which shall be composed of the Local President of the bargaining unit and appropriate stewards. The stewards and allocation of their area of jurisdiction shall be in accordance with the following formula:
  - 1. The custodial group shall be represented by one steward on days and one steward to cover the remaining shifts.
  - 2. The bus drivers shall be represented by one steward.
  - 3. The cafeteria employees shall be represented by one steward.
  - 4. The maintenance and warehouse employees shall be represented by one steward.
- E. During overtime periods where three or more employees are assigned but in which a steward is not working, the President of the Local may designate one of the working employees as temporary steward for the overtime period. In such case, verbal notification to the appropriate school authority shall be sufficient.

#### Article VI. - Grievance Procedure

- A. Any grievance or dispute that may arise between the parties to this Agreement shall be settled in the following manner:

Step 1 - The employee shall discuss the matter informally with the employee's immediate supervisor within five (5) working days of violation. The steward representing the employee on that shift shall be present and, upon the request of the employee, represent said employee.

Step 2 - If the matter is not resolved informally, it shall be reduced to writing within three (3) days and given to the employee's immediate supervisor with whom the employee informally discussed the matter in Step 1. The immediate supervisor will have five (5) working days upon receipt of the written grievance to respond in writing.

Step 3 - In the event the written answer at Step 2 proves unsatisfactory, the employee or the Union may process the grievance within ten (10) working days to the appropriate central office administrator, who will establish a meeting with the joint bargaining teams within five (5) working days to discuss the grievance. Either party at this step may include additional research people to assist in the resolution of the grievance. The Administration must provide the Union a written answer within five (5) working days following the Step 3 meeting. If dissatisfied with the Step 3 response, the grievant shall have three (3) days after receipt of the written response to forward the grievance to the Superintendent.

Step 4 - As soon as possible, and within five (5) working days, the Superintendent shall meet with the Union and review the grievance, and within five (5) days of this meeting will rule upon the grievance in writing to the Union. This meeting may be attended by the grievant if he/she so chooses, the appropriate steward, Local President, and, at the Union's option, by a Council or International Representative.

Step 5 - If the grievance remains unsettled, it shall be presented by the Union to the Board of Education with in five (5) days of the Superintendent's response in writing and shall be placed on the Board agenda at its next regular or special meeting. A decision shall be rendered to the Union ten (10) days after such meeting takes place. This meeting may be attended by the grievant if he/she chooses, the appropriate steward, Local President, and, at the Union's option, by a Council or International Representative.

Step 6 - If the grievance is not resolved within ten (10) days after the Step 5 procedure, the Union may submit the grievance within thirty (30) days to final and binding arbitration under the rules of the American Arbitration Association, which shall act as administrator of the proceedings.

- a. The arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement; however, the parties agree that he/she has a right to grant a monetary award.
- b. Each party will bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator.
- c. In the event arbitration is not requested within said thirty (30) day period, such grievances unresolved after Step 5 shall be settled according to proceedings provided in Act 379, Public Acts of 1965, as amended, of the State of Michigan.
- d. No judgment shall be awarded prior to one pay period preceding the date of the grievance.

B. Miscellaneous

1. The employee may be accompanied or represented by the Union in all steps.
2. Time for discussion of grievances shall be allowed the appropriate stewards and/or the President of Local 2722 so that there is a minimum of time lost from regular duties and grievances resolved with reasonable dispatch. Notification and sanction of the principal or supervisor shall be obtained when leaving the job for this purpose. Such time shall not be unreasonably withheld.
3. Written grievances shall be specific as to the nature of the grievance and/or the part of the contract referred to.
4. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. Days shall mean workdays.
5. If the grievant does not process the grievance to Step 2, or Step 3, or Step 4, or Step 5, or Step 6 within the prescribed time period, the grievance shall be considered settled on the basis of the answer at the last previous step, as the case may be. Any answer not received within time limits by the Board shall be automatically moved to the next step by the Union.
6. Four (4) hours of released time will be allotted per month for the Union President for investigating grievances and handling other Union matters. An additional four (4) hours of released time may be granted upon request. These hours must be approved by the immediate supervisor.

Article VII. - Special Conferences

- A. Special conferences will be arranged between Union representatives and the Board upon the request of either party. Requests will be made through the Superintendent.

- B. Unless otherwise agreed, arrangements for such special conferences shall be made twenty-four (24) hours in advance and the conference will be held within fifteen (15) working days after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda.
- C. A representative of Council 25 or a representative of the International Union may attend the special conferences.
- D. The purpose of the special conferences is to discuss matters of mutual concern. The meetings are not intended to by-pass the grievance procedure.

Article VIII. - Discharge or Suspension

- A. Notwithstanding the foregoing procedures for the processing of grievances, protests against the discharge or suspension of an employee shall automatically by-pass the first two (2) steps of the procedure and be lodged at Step 3 for consideration, commencing at the Superintendent's level, as provided. Step 3 meetings on discharge or suspension shall take place within three (3) days after receipt by the Superintendent of a protest against the discharge or suspension. The Union will be notified in writing of the discharge or suspension action, and upon receipt of said notice, the Union shall file any grievance or protest within ten (10) working days.

Article IX. - Disciplinary Procedure

- A.
  - 1. In any case where employee disciplinary action is necessary, the procedure listed below shall be followed. However, nothing in this section shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.
  - 2. Procedural Steps
    - a. Oral Reprimand
    - b. Written Reprimand
    - c. Disciplinary Suspension With Pay - Limited to One Day
    - d. Disciplinary Suspension Without Pay
    - e. Discharge
- B.
  - 1. Should it be necessary to reprimand an employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.
  - 2. The Board agrees that upon imposing any form of discipline, the designated area steward or union representative shall be promptly notified in writing of the action taken. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file. A notation of oral reprimand, by date and subject only, may be placed in the employee's personnel file.
  - 3. The employee shall have the right to be represented by the area steward or Union representative at the time disciplinary action is imposed. All disciplinary actions shall be subject to the grievance procedure, or the employee may seek such other legal remedy as may be available upon the employee's election.
  - 4. The employer may modify a disciplinary action except that the severity of the disciplinary action, given for each specific offense, shall not be increased but may be lessened.
  - 5. Upon request, an employee's personnel record may be reviewed once every six (6) months. After twenty-four (24) months of satisfactory service, all disciplinary matters appearing therein shall, at the request of the employee, be destroyed; further, any prior disciplinary action of more than twenty-four (24) months duration shall not be adversely used in any subsequent disciplinary action.

Article X. - Seniority

A. 1. Definitions

- a. Occupational Group Classifications will be as follows:
  - (1) Custodial-Maintenance
  - (2) Cafeteria
  - (3) Transportation
  
- b. Each occupational group classification will be divided into the following subgroup classifications:
  - (1) Custodial-Maintenance subgroup classifications are:
    - (a) Maintenance Leader
    - (b) Maintenance Electrician
    - (c) Maintenance Plumber
    - (d) Maintenance Carpenter
    - (e) Maintenance Painter
    - (f) Maintenance Grounds
    - (g) Maintenance Utility Person
    - (h) Head Custodian - Secondary
    - (i) Head Custodian - Elementary
    - (j) Custodian I
    - (k) Custodian II
  
  - (2) Cafeteria subgroup classifications are:
    - (a) Head Cook - Secondary
    - (b) Cook - Elementary
    - (c) Cafeteria Helper
  
  - (3) Transportation subgroup classification is:
    - (a) Bus Driver
  
- c. Part-time employees are those employees working less than six (6) hours per day.
  
- d. Full-time employees are those employees working six (6) hours or more per day.

2. Date of Seniority - Seniority Lists

The seniority of all employees on the list shall commence with the date of permanent hire by the Center Line Public Schools. The Union shall be furnished with a list setting forth all employees' names in the order of their seniority, seniority number, effective hiring date, and classification. When more than one employee is hired on the same date, seniority will be determined by date and time of application. Such list shall be revised each six (6) months, with copies given to the Union. A seniority list by group classifications will similarly be provided. The Union will be notified of all new hires and terminations as they occur.

- 3. Part-time employees shall accrue seniority on a pro-rate basis according to number of regular hours worked. Part-time employees shall be able to exercise their seniority rights only among other part-time employees while in part-time positions. When a part-time employee transfers to a full-time position, he/she will receive credit for service and seniority as provided herein and may exercise those rights as any other full-time employee.

- B. 1. All custodial-maintenance employees under this Agreement shall be placed on district-wide seniority within their group classification.



2. All cafeteria employees under this Agreement shall be placed on district-wide seniority within their group classification.
3. All transportation employees under this Agreement shall be placed on district-wide seniority within their group classification.
4. When an employee moves from one occupational group classification to another occupational group classification, said employee's seniority into the new occupational group classification shall commence with the first day worked in the new occupational group classification.
5. Seniority for computation of vacations, retirement, holidays, or any other fringe benefits for all employees shall be from the date of permanent hire by the Center Line Public Schools.
6. The date of permanent hire for all wages and fringe benefits will be the date established by official Board of Education action. This date will incorporate the successful completion of the probationary period. When more than one employee is hired on the same date, seniority shall be determined by the date and time of application.

C. Probationary Period

New employees hired into the unit from the outside for permanent employment shall be probationary for the first ninety (90) working days. After successful completion of the probationary period, employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the date of permanent hire. New employees, while in their probationary period, may be terminated and the Board shall not have to show cause. They shall be represented by the Union for all purposes under this Agreement during this probationary period except that no protests may be entered against termination during said probationary period.

D. Loss of Seniority

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

1. If the employee quits.
2. If he/she is discharged and the discharge is not reversed through the grievance procedure of this Agreement.
3. If he/she is absent for five (5) consecutive working days without notifying the employer and fails to give explanation for the absence and lack of notice which is satisfactory to the Administration.
4. If he/she fails to return to work when recalled from layoff as set forth in the recall procedure provided herein.
5. If he/she overstays a leave granted for any reason, as hereinafter provided.
6. If he/she is on layoff for a period exceeding two years or the duration of his/her seniority at the time of layoff, whichever is greater.
7. Upon satisfactory completion of a probationary period of thirty (30) days in another bargaining unit, member shall lose seniority in this unit.

E. Protected Seniority

Preferential seniority against layoffs shall be granted to all members of the recognized collective bargaining and grievance committees and to the Union officers provided that any employee so retained is qualified to perform the work of the job which is available. This protection shall be limited to only seven (7) members of the bargaining unit.

F. Layoffs

1. Definitions

- a. Layoff: A reduction in the work force or a reduction in the hours worked by an employee due to a lack of funding, reduction in work, program change, or reduced enrollment.
- b. Laid Off: Not employed in an active position in the bargaining unit.
- c. Displaced Employee: An employee who has been affected by the introduction of the layoff procedure and has not returned to a position comparable in pay and hours to that which he/she held prior to displacement.

2. When it becomes necessary to reduce the bargaining unit, Administration will notify and meet with the Union to inform them of the situation, and discuss how the reduction is intended to be made. The Union will be provided an opportunity for discussion and to ask questions and shall be afforded the opportunity to provide input.

3. Reductions in the work force shall be effected through the following procedures:

- a. Probationary employees in the affected occupational group classification shall be immediately laid off.
- b. The necessary number of least senior employees shall be removed from the affected occupational group classification.
- c. Any least senior employee so removed shall be able to exercise seniority rights to bump into:
  - (1) Any sub-classification within his/her occupational group that is in a direct line across or beneath his/her group sub-classification; or
  - (2) Any sub-classification within his/her occupational group that said employee had previously held on a permanent basis; or
  - (3) Into any occupational group for which he/she is qualified on a district-wide basis providing that he/she has held that position previously.

4. An employee who has bumping rights, as set forth in (3) above shall have the right to exercise the bump or to accept the layoff until recalled.

5. The least senior employees who remain unplaced after the reduction in the required classifications and bumping is completed within the group classification shall be laid off.

6. Employees subject to layoff shall receive a minimum of fifteen (15) working days notice.

G. Recall

1. Laid-off and displaced employees shall be recalled in the inverse order of the layoff. The most senior employee shall be recalled to the first opening for which he/she is qualified in the group classification from which the employee was laid off.

2. When employees are on layoff or displaced, vacancies will be filled through the recall procedure providing the employee meets the minimum qualifications.

3. Recall will be by written notice sent by certified mail, return receipt requested, to the employee's last known address on file with the Administration. Recall shall require that the employee report for work within five (5) days after the date of delivery or proof of non-delivery of the recall notice.

#### H. Temporary Layoffs

1. Due to acts or occurrences not initiated or controlled by the Board, the employees immediately affected may be laid off with out regard to seniority for a period not to exceed one (1) week. Temporary lay-offs, which exceed the one (1) week period, shall there upon be regulated by seniority application.
2. If an employee's normal workday hours are reduced due to acts or occurrences controlled by the Board, the employee shall exercise the right to bump across or beneath the individual's sub-classification. Such movement is not to be interpreted as a shift or transfer due to a vacancy and, therefore, does not qualify for a thirty (30) day trial experience. When said individual bumps into a position, that position becomes permanent until such time as future posting's occur.

#### I. Change of Status

1. Notice as to change of status of employees will be posted on the bulletin board in the appropriate building for any promotion, transfer, or elimination of position within an occupational group. The employee and the Union shall like wise be notified of such change of status. All employees hired prior to July 1, 1990 shall be covered under this provision as written in the 1987-90 Agreement.
2. Notices of demotion or suspension will be given to the employees at the time of such demotion or suspension. A two (2) week notice will be given to employees on layoff when possible. A copy of all notices will be given to the Union.

#### J. Shift and Location Transfers - Demotion

1. Shift preference requests shall be permitted within each classification for transfer to a vacancy in order of seniority among those making the requests. Location transfer and demotion requests shall be permitted within the particular classification affected when openings occur and will be granted on a seniority basis. Transfer and demotion requests will be honored before promotions. If such requests are denied, they will be subject to the grievance procedure.
2. Any employee who transfers or demotes will not be eligible to bid for another position for twenty-five (25) working days. However, this does not prohibit an employee who transfers or demotes to bid for a promotional position that is available during the twenty-five (25) working-day period.
3. Employees who sign for a transfer or demotion cannot remove their names from the list once they have signed.

#### K. Job Openings

1. New jobs in the bargaining unit may be created by the Administration. The Union shall be notified of the creation of the job and the rate that has been set by the Board. If the Union feels the rate established is not at an appropriate place in the wage structure, the grievance procedure may be used. Any new job shall not limit or extend any existing jobs.
2. All new jobs, vacancies, and promotions shall be posted for a period of five (5) working days before they are filled. Such notices shall set forth the job title, shift, location of the opening, and the prerequisite qualifications necessary to perform the job. If qualifications can be satisfied with present full-time or part-time employees, new jobs, vacancies, and promotions shall be filled from within the occupation group on the basis of seniority. A maximum of twenty-five (25) working days will be allowed to fill a job opening through the posting procedure. Substitutes shall not be used after twenty-five (25) days have expired. The number of postings shall be limited to three (3). All employees hired prior to July 1, 1990 shall be covered under this provision as written in the 1987-90 Agreement.
3. Employees who have more seniority than the senior bidder and who are on sick leave, leave of absence, layoff, or vacation shall be given the opportunity to bid for openings that occur. They shall be notified by certified mail. If they are not available to receive their mail, the position shall be filled by the available senior bidder on a temporary basis until all senior employees have been notified or return to their jobs and have had the opportunity to bid.

L. Selection of Successful Promotional Bidders and Trial Period

1. The most senior bidder from within the occupation group who meets the requirements posted for a promotion shall be assigned the opening and moved to the job as soon as can be arranged (not exceeding five (5) days without the payment of overtime) and shall be given a trial period of thirty (30) working days in which to demonstrate the ability to satisfactorily meet the requirements posted and perform the duties of the job. All employees hired prior to July 1, 1990 shall be covered under the provision as written in the 1987-90 Agreement.
2. In the event that the successful bidder from within the occupational group is deemed unsatisfactory by the Administration, or if he/she elects to reject the job during the first thirty (30) working days after the assignment, he/she shall return to his/her job location at the time of the bid session. If deemed unsatisfactory by the Administration, the employee shall have the right to grieve this decision. All employees hired prior to July 1, 1990 shall be covered under this provision as written in the 1987-90 Agreement.

M. Sequence of Posting Vacancies

When a successful bidder from within the occupational group is moved to the open job, determination of the resulting vacancy shall be dependent upon whether or not the moved bidder satisfactorily completes his/her trial period and becomes regularly assigned to the job. During said period, the vacated job may be filled by substitutes for no more than five (5) working days, after which the normal process of transfers or assignments will apply. When an employee is promoted to a higher classification within the occupational group, the employee shall receive the rate of pay based upon the seniority within the occupational group. All employees hired prior to July 1, 1990 shall be covered under this provision as written in the 1987-90 Agreement.

N. Temporary Classification Assignments

If an employee is temporarily placed in a lower classification than that in which he/she is regularly assigned, no reduction in pay will be effected. If an employee is temporarily placed in a higher classification than that in which he/she is regularly assigned, the affected employee shall be paid at the rate of the higher classification for all the time spent on the assignment provided that the assignment is for at least two (2) hours of the assigned shift. The employee shall be responsible for having his/her time slip marked and approved for the higher rate by his/her immediate supervisor. A temporary assignment shall only be made in case of an emergency and shall last only as long as the emergency exists. If the emergency exists for more than five (5) working days, a committee composed of the Union and Administration will meet to consider the state of emergency.

O. Subcontracting VOID based upon operation of law - P.A. 112, Letter of Understanding  
Signed and dated 12/12/94. (Extended 6/9/98 - See Appendix A)

The Administration will not subcontract any work normally performed by its work force. In the event that the board decides to subcontract work, the matter will be discussed with the Union.

Article XI. - Hours, Overtime, and Premium Pay

A. General Provisions

1. The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.
2. The workweek shall commence on Monday and continue through Friday.
3. The workday shall commence with the start of the first shift and shall consist of three (3) shifts as required within twenty-four (24) hours. The times for these shifts will be set by buildings at the beginning of the school year and will not vary for the remainder of the year. The Union will be given an opportunity for advisory input before shift changes are made. If the Union is dissatisfied with the administrative decision on shift changes after its opportunity for input, the Union may invoke Article VII. Work hours may be changed on days when school is not in session with the authorization of Administration and twenty-four (24) hours notice to the immediate supervisor.

4. A work-shift shall consist of not more than eight (8) straight-time hours, excluding a half-hour uninterrupted lunch period. The work shift may not begin or end with the lunch period.
5. All employees who normally work six (6) hours or more per day shall be considered as permanent full-time employees under this Agreement. All employees who normally work less than six (6) hours per day shall be considered as permanent part-time employees.
6. An employee working on an emergency call-in basis shall be guaranteed two (2) hours' pay or the actual number of hours worked, whichever is greater.
7. All custodial/maintenance/transportation/cafeteria employees working four (4) or more consecutive hours shall be granted a fifteen (15) minute coffee break in each four (4) hours worked.
8. Regular employees who are not employed on a twelve-month basis will be given priority consideration, based on district-wide seniority, for summer employment. Prior to the end of the school year, the Administration will notify ten-month employees of jobs that will be available during the summer months.
9. Critical employees shall be designated by the school district. When schools are closed due to adverse weather conditions, they will report to work and will receive double-time for all hours worked. Critical employees who fail to report on these days without a reason acceptable to the Administration, or who do not use a vacation day, will lose a personal business day.

Employees, other than critical employees, shall be paid their regular wages for each day schools are closed due to adverse weather conditions. Such days are not to be deducted from sick leave days or personal business days.

10. A Union official must notify the building, maintenance, or cafeteria supervisor before he/she confers with a Union employee about Union business during the employee's work-shift. A time mutually agreed upon will be arranged for a conference.
11. Immediate supervisors for the respective employee classifications are defined as follows:
  - a. Cafeteria - Food Service Supervisor
  - b. Custodial - Building Administrator
  - c. Transportation - Transportation Supervisor
  - d. Maintenance - Maintenance Supervisor
12. During those periods when the building administrators are not scheduled to work or are absent, the Maintenance Supervisor will be the immediate supervisor for the custodial staff.

#### B. Overtime

1. All overtime work performed in excess of eight (8) hours shall be paid at time and one-half. On the sixth day, overtime shall be paid at time and one-half, and on the seventh day, double time.
  - a. Overtime pay shall not be pyramided.
  - b. Overtime pay shall be promptly turned in for payment by the following pay period.
2. Employees who work over eight (8) hours in a day do not qualify for overtime if they have had an unexcused absence during the workweek.
3. Time and one-half will be paid for overtime on Saturdays. All work performed on Sundays will be at the rate of double time. All work performed on holidays will be paid at the rate of double time plus holiday pay.
4. Cafeteria employees who perform work that is not part of the hot lunch program, will be paid at the rate of time and one-half, when working over a seven-hour shift.

5. Overtime will be distributed as equally as possible among the eligible employees in the desired classification who are available by reason of being on the shift and at the building where the work is required.
6. When overtime cannot be filled within the building, it shall be filled on a rotation basis according to seniority within a classification from among those available employees indicating their willingness to work overtime. Employees who refuse overtime shall be charged with a turn.

If there is a "no" response from those available employees on the overtime list, or if an employee cannot be reached by one phone call, the Administration may call an outside substitute on a daily basis.

7. All overtime worked by the custodial, maintenance, and cafeteria employees will be paid every two weeks for services ending the previous Friday. This also applies for services performed by bus drivers. In the event the provisions of this article cannot be complied with, the matter shall be resolved by a conference between the Union and Administration.
8. Records of overtime work and special bus runs will be kept for one year and will be available for inspection.

C. Custodial/Maintenance

1. When schools are closed due to an emergency or when a work shift has been canceled, employees are to be notified not to report for work. In the event that a custodial/maintenance employee is scheduled to work, reports to work, and had not been notified not to report, he/she shall be given work for his/her scheduled number of hours or four (4) hours, whichever is less.
2. When an outside group or organization is authorized to use a school facility for an activity or function which is not school-related, and there is no cost to the district, a custodian will be scheduled to work at the activity or function.
3. On days when buildings are unattended, a building check will be made following the procedures developed by the Maintenance Supervisor. Three (3) hours per day will be allowed for this check until each building is equipped with an alarm system.
4. When an absence occurs, the Supervisor of Maintenance and Transportation will determine if the absence shall be covered. The determination shall not be arbitrary, capricious, or discriminatory. If the Union feels this section has been violated, the grievance procedure will be initiated at the Superintendent's step.
5. When overtime is authorized by the Supervisor of Maintenance and Transportation, the procedure outlined below will be followed:
  - a. The employee will be paid overtime at the normal rate of pay for overtime.
  - b. If the employee does not desire to work the authorized over time, he/she will notify his/her supervisor at the beginning of his/her shift.
6. The overtime period will not automatically be an extension of the employee's regular eight (8) hour shift, but can be set by his/her supervisor to facilitate the operation of the school program.
7. The minimum number of hours authorized under this provision will be two (2).
  - a. The Administration shall limit the number of days of this overtime to five (5). The job shall then be posted, within the occupational group classification, for one (1) day and two (2) vacancies filled, by seniority from the seniority list. If the position is not filled in this manner, outside substitutes may be called. Employees bidding on a limited-term posting shall retain full seniority rights to bid on any other permanent openings that occur during that period. All employees hired prior to July 1, 1990 shall be covered under this provision as written in the 1987-90 Agreement.
  - b. In case of an emergency, the number of days of overtime may be extended to a maximum of ten (10) days.

8. This provision will not apply during holidays or summer periods.
9. The overtime rotation will be kept within the affected classification.
10. If a building has three (3) or more custodians, the overtime will be kept within the building whenever possible.
11. High school and college students may be employed to augment the work force during the summer, Christmas holiday, and Easter holiday.

D. Transportation - General

1. When buses are operated for the transportation of students from home to school and from school to home, bargaining unit drivers will be assigned based upon the transportation schedule of the district. June 1998
2. When buses are required for the transportation of passengers, and other related purposes for the school system, the bargaining unit's bus drivers will be assigned subject to the extent that they are available. June 1998
3. Bus drivers may use school restroom facilities and wait in school buildings before bus runs and other activities. Bus engines must be shut off and the ignition key removed while drivers are not in their buses.
4. A driver called in to drive an extra bus run shall be guaranteed a minimum of two (2) hours' pay.
5. Bus drivers assigned to regular established runs shall be guaranteed a minimum time of two (2) hours per run.
6. Bus drivers shall have the right to maintain order on the bus for the safety of the passengers and the bus. Any unacceptable conduct will be reported to the Transportation Supervisor. The Transportation Supervisor will notify the principal who has the responsibility for correcting the problem. The bus driver will be notified within twenty-four (24) hours if bus privileges were suspended as a result of the misbehavior.
7. A shift premium of \$.15 per hour shall be paid drivers for all bus runs between 11:00 p.m. and 6:00 a.m.
8. If a kindergarten/vocational education run has to be covered, the driver shall be notified, on a seniority basis, before 9:00 a.m. except in cases of emergency.
9. Bus runs for summer will be assigned by seniority to qualified bus drivers who sign up to drive during summer.
10. Drivers on athletic runs will be given a designated pick-up time if they are not required to lay over.
11. When a driver and/or substitute driver is not available, the driving assignment may be given to any unit member with the proper school bus driver certification.

E. Transportation - Field Trips

1. Field trip run assignments will be offered based upon the availability of a driver. This offer will be made on a rotation basis to our regular bus drivers according to seniority. A "no" response by a driver constitutes a "turn," if the driver was asked no later than the previous workday. June 1998
2. Field trip runs shall be on a rotation basis and equalization of hours.
3. Bus drivers on personal leave shall be charged for field trip runs when it is their turn in the rotation for field trips.
4. New drivers will start with top hours for field trip runs after their thirty (30) day probationary period.

5. Field trip runs to the airport or the Windsor train depot shall be split between two (2) drivers. The same driver shall not be required to take the a.m. drop-off and the p.m. pick-up if they span more than an eight (8) hour period.
6. Bus drivers on sick leave shall not be charged for field trip runs if their turn is missed while on sick leave.

F. Cafeteria

1. Cooks will be scheduled to work a full shift of seven (7) hours. A regular starting time will be established at each school operating a lunch program. Assignments will be made in accordance with requirements for utilization of individuals within classification. The Administration will endeavor to assign hours on a regular basis consistent with work needs.

The parties agree that the nature of the cafeteria functions requires some flexibility in work schedules. The Union agrees that deviations in work schedules to accommodate work objectives may be made by the Administration. The Administration agrees to keep work schedule changes to a minimum.

2. When only two people are assigned to a kitchen, one shall be the head cook and the other shall be the assistant cook. In the event a replacement is needed for the assistant cook, the replacement will be paid at his/her regular rate or the substitute rate.
3. The Superintendent or designee shall have the right to allow use of the kitchen facilities for district approved activities. When the school district believes it is appropriate, a bargaining unit member will cover the approved activity for a minimum of two hours at regular wage rates. Members would receive overtime wage rates when working over seven hours on a full shift.
4.
  - a. The hiring of substitutes or temporary employees to replace absent cafeteria employees will be at the sole discretion of the Administration provided that qualified regular cafeteria employees, by seniority within their buildings, will be given the substitute or temporary work for the higher classifications. A vacancy created by an employee leave, that extends over ten (10) days, shall be filled on a district-wide basis, according to seniority.
  - b. When an employee is absent, the hours normally worked by the employee will be filled. First priority will be given to regular employees in that kitchen. When hours cannot be filled by regular employees, a substitute will be called.

Article XII. - Physical Examinations

- A. The Board will pay the cost of a physical examination or chauffeur's license required for any classification.
- B. Bus drivers are required to pass an annual physical examination by a qualified medical or osteopathic physician selected by the Board.
- C. In the event that the report of the examining physician is unsatisfactory, the employee may be examined by another physician of his/her choice and at his/her expense.
- D. In the event that the Board's physician and the employee's physician do not agree, they may select a third physician whose opinion shall be binding. The cost of the third physician shall be shared by the employee and the Board.

E. Tuberculosis Tests:

1. State law requires all public school employees to furnish a statement of freedom from communicable tuberculosis as a condition of entering employment. The statement shall be on a form provided by the Michigan Department of Public Health, completed in full, and signed by a physician licensed to practice in Michigan or by a local health department official. The statement shall be valid for three (3) years from the date of signing. Employees shall hold a valid statement during their employment. The original statement, or a photocopy, shall be filed with the employee's personnel record and shall be available for



examination by public health department personnel. If an employee fails to comply with the state law, administrators will take appropriate disciplinary action.

2. The Board will pay the cost of Tine Tests for providing evidence of freedom from tuberculosis as required by law. The tests shall be taken at a clinic designated by the Board. If employees provide evidence that a Tine Test is not sufficient, the Board will pay the cost of chest x-rays.

Article XIII. - Vacations

- A.
  1. Vacations should be taken during the summer months while school is not in session. Vacations may be scheduled by seniority as closely as possible to the employee's convenience if the vacation time does not interfere with the operation of the schools. If Administration is notified before June 1, special consideration will be given in regard to vacation time other than during the summer.
  2. Maintenance employees may use vacation time when school is in session as well as in the summer. However, no more than 50% of the department will be on vacation at one time.
  3. Custodial employees may use vacation time when school is in session as well as in the summer. Vacations may be taken when school is in session under the following conditions:
    - a. No more than ten (10) people per year.
    - b. No more than four (4) at one time.
    - c. One week maximum.
    - d. Afternoon custodian in the building may work days based on seniority.
  4. Section 3 above applies only if qualified outside substitutes are available.
- B.
  1. Regular full-time and permanent part-time employees shall be eligible for vacation on a prorated basis as follows:

Up to 6 Months.....	None
6 Months.....	3 Days
1 Year.....	5 Days
2 Years.....	10 Days
4 Years.....	11 Days
6 Years.....	12 Days
8 Years.....	13 Days
10 Years.....	15 Days
12 Years.....	16 Days
14 Years.....	17 Days
20 Years.....	20 Days

Employees hired after July 1, 1990 - - All current employees will retain the vacation benefits as written under Article XIII, B.1 of the 1987-90 Agreement. (See Appendix B)

2. Vacations shall be taken without loss of pay. Extra pay shall not be given in lieu of vacation. Vacation time may not be accumulated from year to year.
  3. June 30 of each year shall be the date for which service time shall be computed for vacation purposes.
  4. If an employee voluntarily severs his/her employment with the school system after accumulating six (6) months service and gives ten (10) working days notice, he/she shall be entitled to five (5) days paid vacation.
- C. When a contract holiday falls within an employee's vacation period, said employee shall receive an additional day of vacation.

- D. Employees will not accumulate vacation credits during non-compensable leave as outlined in Article XVII.
- E. Employees who terminate in good standing with the school district (not discharged) and give two weeks' advance notice of intention to quit, and who work through the period of such notice, shall be paid the unused portion of their earned vacation.
- F. If an employee is laid off or retires, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who receives credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.
- G. Vacation benefits will be prorated for permanent part-time employees.
- H. All transportation employees hired after June 30, 1996, will have their vacation days prorated based upon a factor calculated using the number of scheduled student days plus ten (10) paid holidays (July 1 - June 30), divided by 260 days, times the number of eligible vacation days.

Added June 1996

- I. Vacation time for cafeteria employees will be prorated for full-time and part-time employees as follows:

Up to 12 Months .....	None
1 - 5 Years.....	5 Days
6 - 10 Years .....	10 Days

Employees hired after July 1, 1990 -- All current employees will retain the vacation benefits as written under Article XIII, H. of the 1987-90 Agreement. (See Appendix B)

- J. Voluntary severance of an employee's position prior to the closing of school will mean loss of vacation pay. No other contract provisions for vacation benefits will apply to cafeteria employees.
- K. Beginning with the fifth absence recorded, as Absent Without Pay (AWP), and each day thereafter, an employee shall have his/her vacation time reduced by 50% of the time listed as AWP. An employee who is listed AWP on the day before or after a paid holiday, will not receive holiday pay. (This language shall pertain to all custodial and maintenance employees.)

Added June 1996

Article XIV. - Holidays

- A. It is mutually understood and agreed that all employees, including probationary employees, in the bargaining unit at the date of ratification of this Agreement will be eligible to qualify for holiday pay.
- B. Regular employees shall be entitled to the following days off without loss of pay or vacation time: (1) day before New Year's Day, (2) New Year's Day, (3) Good Friday, (4) Easter Monday, (5) Memorial Day, (6) July 4, (7) Labor Day, (8) Thanksgiving Day, (9) Friday after Thanksgiving, (10) day before Christmas, (11) Christmas Day, and one additional day to be worked out cooperatively with the Supervisor of Maintenance and Transportation after consulting with the Superintendent or designee. Ten (10) month employees shall lose only those holidays that fall during the time they are not working in the summer. Transportation employees shall not have this one additional paid holiday even if they drive for a summer program/field trip etc.
- C. When any of the above days fall on Sunday, the Monday following shall be considered the holiday. When any of the above days fall on Saturday, the proceeding Friday shall be considered the holiday. If Christmas or New Year's Day falls on Monday, the day after Christmas or New Year's Day will be given in lieu of the day before Christmas or New Year's Day.
- D. The custodian assigned to the Early Childhood Center will be paid straight time plus holiday pay when working on Easter Monday, Friday after Thanksgiving, Good Friday, Easter Monday, and the one additional day (see Item B. above).
- E. Employees required to work on any of the above Fridays or Mondays because school is in session will have the option of receiving holiday pay or compensatory time added to their vacation.

Article XV. - Retirement

- A. Employees may retire in accordance with conditions set forth in the Michigan Public School Employees Retirement Act.
- B. All employees of the bargaining unit who have ten (10) years of service with the school district will be required to retire upon reaching age seventy (70).
- C. Employees retiring under the provisions of the Michigan Public School Employees Retirement System shall be entitled to a severance pay based on the following formula:

<u>Accumulated Sick Leave Days</u>	<u>% of Base Salary Received at Retirement</u>
48 - 60	10
61 - 72	15
73 - 84	20
85 - 96	25
97 - 108	30
109 - 120	35
121 - 132	40
133 - 144	45
145 - 160	50
161 - 174	55
175 +	60

- D. Employees retiring under the provisions of the Michigan Public School Employees Retirement System with forty-seven (47) or less accumulated sick leave days and more than ten (10) years of service will receive \$75.00 per year of service.

This provision will apply to employees who do not participate in the contributory plan and who retire on or after January 1, 1987. However, employees who participate in the contributory plan will be eligible for this benefit after five (5) years of service.

Article XVI. - Leaves of Absence

A. Sick Leave and Personal Business

- 1. Sick leave days may be used for the following reasons:
  - a. Personal illness or quarantine.
  - b. Serious illness in the immediate family (mother, father, wife, husband, child, or stepparent).
  - c. Death of a relative.
  - d. Personal business (up to three (3) days per year) approved by the employee's immediate supervisor and the Superintendent. Personal Business Days may not be used to extend a holiday or vacation periods.
- 2. Sick Leave Days (effective July 1, 1989) are earned at a rate of one (1) day per month. A total of fourteen (14) sick leave days per year will be earned by full-time employees (40 hours per week) with out loss of pay. All transportation employees who work ten (10) months per year will earn twelve (12) days per year. Those transportation employees who work more than ten (10) months will earn one (1) additional day for each month worked. All cafeteria employees will earn ten (10) sick leave days.

- a. Members of the sick leave bank will have one (1) day placed in the sick leave bank and one (1) day awarded to the employee at the beginning of each school year. At the end of the last day of each month, one (1) day will be earned by the employee. At the end of the fiscal year (June 30), the employee will have earned a total of thirteen (13) days.

Transportation and cafeteria employees will earn only the number of days as listed above.

- b. Non-members of the sick leave bank will be awarded one (1) day at the beginning of each fiscal year (July 1). At the end of the last day of each month, one (1) additional day will be earned by the employee. At the end of the fiscal year (June 30), the fourteenth (14th) day will be awarded to the employee.

Transportation and cafeteria employees will earn only the number of days as listed above.

3. The unused portion of the above days shall be added to the employee's sick leave reserve at the close of each school year. The number of days in this service shall be unlimited.
4. The reason for absence must be stated when the employer is notified.
5. When the absence occurs as a result of illness, the Administration may ask for a statement from the attending physician after three (3) workdays. However, if the Administration cannot contact the employee by phone or in person, the Administration may ask for a statement from the attending physician after two (2) days.
6. Personal Business shall be interpreted as that which requires the presence of the employee at affairs which cannot be arranged for outside of working hours. Requests for personal business leave shall be approved in advance except in case of emergency. Forms for this purpose shall be obtained from the building office. Personal Business requiring two hours or less may be arranged for without being charged against leave time if a corresponding amount of time is made up at a time agreeable to the immediate supervisor.
7. Sick leave benefits will be prorated for permanent part-time employees.
8. Extended leaves of absence shall be granted by the Board on the basis of individual need and merit. Leaves of absence may be renewed on the same basis.

B. Release Time - Union Representation

Up to a total of five (5) days paid released time will be granted for the purpose of Union representation. Written requests for duly elected delegates to attend conventions, conferences, and seminars must be submitted to the Superintendent at least two (2) weeks prior to the requested date for released time. Attendance will not exceed two (2) persons for each activity per year.

C. Sick Leave Bank

A voluntary sick leave bank will be established for Local 2722 employees who choose to participate. The bank will be operated as follows:

1. Each employee enrolling in the bank will donate one day of his/her sick leave to the bank each year until the bank is built up to a maximum of 1,500 days. No more days will be added to this maximum until the bank is depleted to 1,000 days. The bank will then be built up to 1,500 days again and the process repeated.
2. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.
3. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
4. The first thirty (30) working days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave or absence without pay. Vacation pay may be used before using the ten (10) sick leave bank days.

5. A person will not be able to withdraw days from the bank until his/her own accumulated sick leave is depleted.
6. The cafeteria employees' sick leave bank is to be kept separate from the custodial, maintenance, and transportation employees' sick leave bank.
7.
  - a. A maximum of ten (10) days each school year can be drawn by one individual from the non-cafeteria bank. A maximum of ten (10) days may be drawn from the cafeteria bank.
  - b. A Union Board of Review will meet and decide upon requests for extension of these maximums, up to an absolute limit of sixty (60) total days.
8. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.

D. Jury Duty

1. When an employee is called to perform jury duty, the Board shall pay the difference between the jury duty and the employee's regular pay.
2. Time spent on jury duty will be deducted from the regular shift. The remaining work-time on the regular shift will be assigned by the administrator. The utility man may be assigned to the position and/or an out side substitute called during the time the work location is uncovered.
3. An employee being either summoned or subpoenaed will be granted up to maximum of three (3) days without loss of pay. Any additional days must be taken from personal leave days. Evidence of the summons or subpoena and the number of days involved must be provided by the employee.
4. Employees who are members of a branch of the United States military and are put on active status because of emergency situations will be paid the difference between the military pay and their normal wages for a period not to exceed two (2) weeks.

Article XVII. - Non-Compensable Leaves

- A. Leaves without pay will be granted in accordance with the specified provisions for each type of leave as hereinafter provided for military service, physical incapacity, maternity, and Union representation. Leaves for other purposes may be granted but shall be subject to the consent of the Administration.

B. Mandatory Leaves

1. Military Leave

Employees who are inducted into the armed services will be granted leaves in conformance with conditions established by federal and state laws.

2. Physical Incapacity

- a. Employees are responsible to inform or cause the Administration to be informed of the health-connected reason for any absence as soon as possible.
- b. Prior to the expiration of a paid sick leave, an employee may request an extended non-compensable leave of absence terminating at a specified date. The request must be in writing.
- c. Should extension of such leave be required, a renewal application and a physician's certification must be submitted.

- d. When an employee is released by the attending physician to return to work, the employee shall notify the Personnel Office in writing of his/her intent to return. The notice must be supported by a report from the attending physician that the employee is fully recovered and capable of performing the functions and duties of his/her position. This notice shall be given as far in advance of the employee's intended return as is practicable.
- e. Seniority shall continue to accumulate during physical incapacity.
- f. Upon the effective date of the physician's release, the employee shall be immediately assigned to the position he/she held prior to the leave.
- g. Employees may be terminated if they fail to report recovery when released by the attending physician for return to their prior position or if they fail to request an extension of their leave and do not report for duty at the expiration of the leave.

3. Maternity Leave and Child Care Leave

The employee shall notify the Personnel Office in writing as soon as her physician confirms her pregnancy. The notice shall be accompanied by a physician's statement indicating the expected date of birth.

- a. Maternity Leave shall begin as soon as the employee's physician certifies her incapable of performing the duties of her job. The employee may continue employment until such time.
- b. Maternity Leave shall cease after delivery when the employee's physician certifies the employee capable of resuming the duties of her position. An employee returning from Maternity Leave shall be placed in the position she held prior to such leave with no loss of seniority.
- c. An employee, male or female, may request a six (6) months unpaid leave of absence to be utilized as a Child Care Leave. Upon return from this leave, he/she shall be placed in a position commensurate with the position held prior to such leave. This leave will not accrue seniority.
- d. If no opening is available, he/she may exercise his/her seniority to bump the employee with the least seniority holding such position.
- e. An employee may request an extension of the Child Care Leave. However, if the employee is on Child Care Leave beyond the six (6) months period, he/she will be reinstated for the first available vacancy for which he/she is qualified. This leave will not accrue seniority.

C. Union Representation

- 1. Leave for a period of one (1) year shall be granted to one (1) employee for the purpose of holding full-time elective or appointed office with the Union representing this bargaining unit. This leave will be renewed each year for a one (1) year period providing that certified request is made each year for the succeeding year prior to the expiration date of the current leave.
- 2. Seniority will be broken if a certified request for leave renewal is not made as herein provided and the affected employee fails to report for duty at the expiration of the approved leave. Seniority will also be broken if the employee granted the leave resigns or is severed from the representation position and does not promptly apply for reinstatement.

D. Consent Leaves

All leaves other than those provided for in Section B, Mandatory Leaves, shall be for a definite period with a specific termination date. Employees being granted such leave shall be requested to report for duty upon the termination thereof.

Article XVIII. - Miscellaneous

A. Bulletin Boards

Bulletin boards are provided in each building for custodians and in each kitchen for the purpose of posting notices governing work assignments and general or official information. The use of these boards shall be controlled by the Superintendent, who shall receive copies of all notices to be posted by employees or employee organizations before they are placed on these bulletin boards. However, the following notices may be posted without notifying the Superintendent:

1. Notices of official meetings called by Union officers.
2. Notices of Union social functions.
3. Notices and information from the International Union.

The Union will have use of the inter-communication mail for distribution of the above notices.

- B. Union meetings may be held in school buildings at such times and places as arranged with the building principal. Working time may not be used to attend Union meetings.

Article XIX. - Benefits

A. Insurance

1. Health

- a. The Board will furnish fully-paid Blue Cross-Blue Shield Master Medical, M. L. Rider, \$3.00 deductible Prescription Rider, semi private service hospitalization and medical coverage required by permanent full-time employees and their families. Premiums will be paid by the Board on a twelve-month basis. Employees may select the option of Blue Cross-Blue Shield HMO-Blue Care Net work during the annual enrollment period.
- b. New employees shall be enrolled in the Blue Cross-Blue Shield HMO-Blue Care Network for a minimum of twelve (12) months at Board expense.
- c. Employees working six (6) hours or less per day will be allowed to participate in Blue Cross-Blue Shield HMO-Blue Care Network on a self-paid basis. Payment may be made through payroll deductions or personal contributions.
- d. The Board will provide Blue Cross-Blue Shield coverage for employees retiring under the provisions of the Michigan Public School Employees Retirement System until such time as they are eligible for health insurance benefits provided under that retirement plan.

2. Life

Term Life Insurance will be purchased in the face amount of \$12,000.00 for those employees whose normal workday is four (4) hours or less and in the amount of \$20,000.00 for those whose normal workday is more than four (4) hours. (Minimum of \$12,000.00 Accidental Death & Disability.)

3. Optical

The Board will provide family optical coverage equivalent to that provided under MESSA VSP I.

4. Dental

- a. Employees working four (4) hours or more per day will receive dental insurance equivalent to a 70/30 MESSA plan with 60% orthodontic to a maximum of \$800.00 for dependents to age 19.

- b. Employees working four (4) hours or less prior to September 1, 1975 will be treated for dental the same as employees working more than four (4) hours per day.

**B. Workers' Compensation**

1. Workers' Compensation shall be provided as specified by law. Accumulated sick leave days may be used at the option of the employee to make up the difference between the compensation benefits and the employee's regular rate of pay.
2. After one year, the employee will utilize his/her accumulated sick leave days on a prorated basis to the extent of the employee's accumulated sick leave days.
3. When the employee exhausts his/her accumulated sick leave days, he/she shall be entitled to the provisions provided him/her under the sick leave bank.
4. When all of the above provisions are fulfilled, the employee shall be entitled only to the Workers' Compensation provided by law.
5. When an employee is released to return to work after having been absent on a Workers' Compensation disability, he/she will be reinstated to the classification and location held prior to his/her injury provided:
  - a. The Workers' Compensation physician has released the employee to return to his/her regular position with no job restrictions or limitations; and
  - b. The employee returns to work within one (1) year of the date of disability from the Workers' Compensation injury.
6. When an employee is unable to return to work within the one (1) year period, upon the release of his/her physician, he/she shall be placed for immediate assignment in the first position for which he/she is qualified and which is commensurate with that which he/she held prior to the leave.
7. In the event an employee who suffered an on-the-job injury is released to return to work but is not able to assume his/her former position, placement will be made to an assignment in the bargaining unit for which he/she is qualified. Determination will be made by the Superintendent contingent on the employee's limitation.
8. If it is necessary to provide an opening, in all cases the employee with the least seniority holding such a position may be bumped.

**C. Uniforms**

1. Each custodial/maintenance/transportation employee will be given an allowance of \$85.00 for uniforms on the first of September each year. All employees shall be responsible for the laundering and upkeep of their uniforms and shall maintain a neat personal appearance. The uniforms shall be purchased from a source designated by the Administration and shall be standardized color and style. Probationary employees shall be given a proportionate allowance when they have completed their probation. A new employee who quits his/her job within six (6) months of hire shall have the allowance deducted from his/her final paycheck.
2. Maintenance employees shall receive two sets of coveralls per employee per year at no cost to the employee. The employee may have an equal amount applied to the purchase of work boots/shoes or a work jacket. A detailed receipt must be provided and approved prior to any reimbursement.
3. The Board will provide bus drivers with a winter jacket every other year beginning with the 1983-84 school year and a spring sweater every other year beginning with the 1990-91 school year.
4. Cafeteria employees will be reimbursed up to a maximum of \$100 for kitchen uniforms upon presentation of a valid receipt.



5. Custodial employees may have a forty (\$40.00) dollar allowance per year to purchase an administration approved work boot/shoes.

Article XX. - Wage Rates

- A. Employer will pay the employees' retirement contributions to the state.

B. 1. Hourly rates for 1998 - 1999

<u>Classification</u>	<u>Start</u>	<u>90 Days</u>	<u>1 Year</u>
Maintenance Leader	17.44	17.72	19.72
Maintenance Electrician	16.99	17.25	19.23
Maintenance Plumber	16.99	17.25	19.23
Maintenance Carpenter	16.68	16.99	18.87
Maintenance Painter	16.68	16.99	18.87
Maintenance Grounds	16.31	16.58	18.46
Maintenance Utility Person	16.31	16.58	18.46
Head Custodian - Secondary	15.51	15.77	17.52
Head Custodian - Elementary	15.24	15.51	17.33
Custodian I	14.77	14.99	16.58
Custodian II	13.26	13.47	15.11
Head Cook - Secondary	14.35	0.00	0.00
Cook - Elementary	12.88	0.00	0.00
Cafeteria Helper	11.35	0.00	0.00
Bus Driver	14.24	14.49	16.38

\*New cafeteria hires will be paid according to Item F.

B. 2. Hourly rates for 1999 - 2000

<u>Classification</u>	<u>Start</u>	<u>90 Days</u>	<u>1 Year</u>
Maintenance Leader	17.97	18.25	20.31
Maintenance Electrician	17.50	17.77	19.81
Maintenance Plumber	17.50	17.77	19.81
Maintenance Carpenter	17.18	17.50	19.44
Maintenance Painter	17.18	17.50	19.44
Maintenance Grounds	16.80	17.07	19.02
Maintenance Utility Person	16.80	17.07	19.02
Head Custodian - Secondary	15.98	16.24	18.05
Head Custodian - Elementary	15.70	15.98	17.85
Custodian I	15.21	15.44	17.08
Custodian II	13.66	13.88	15.56
Head Cook - Secondary	14.78	0.00	0.00
Cook - Elementary	13.27	0.00	0.00
Cafeteria Helper	11.69	0.00	0.00
Bus Driver	14.67	14.93	16.87

\*New cafeteria hires will be paid according to Item F.

- C. There will be fifteen cents (\$.15) per hour shift premium for the after noon shift (3:00 p.m. to 11:00 p.m.). There will be twenty cents (\$.20) per hour shift premium for the midnight shift (11:00 p.m. to 7:00 a.m.). The day shift is 7:00 a.m. to 3:00 p.m.

- D. If the majority of the hours worked by an employee are during shift premium time, the employee shall be paid premium pay for the total hours worked.

- E. A longevity payment of ten cents (\$.10) per hour will be paid after eight (8) years of service, plus an additional five cents (\$.05) per hour after twelve (12) years of service, plus an additional twenty cents (\$.20) per hour after fifteen (15) years of service.
- F. All new cafeteria employees hired after July 1, 1990 will be paid in accordance with the pay schedule listed below. These rates will increase by twenty-five (\$.25) cents per hour every ninety (90) work days. The rate increase will terminate upon reaching but not exceeding the current year's wage rate scale.

New Cafeteria Employees

<u>Base Wage Rates</u>	<u>1998 - 1999</u>	<u>1999 - 2000</u>
Head Cook - Secondary	11.75	12.10
Cook - Elementary	10.52	10.83
Cafeteria Helper	9.29	9.57

Article XXI. - Savings Clause

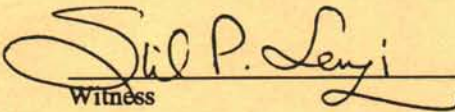
If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect. The parties will meet as soon as possible after any such holding for the purpose of renegotiating the provision or provisions affected.

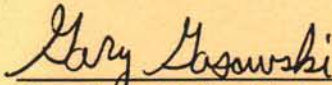
Article XXII. - Amendments and Termination

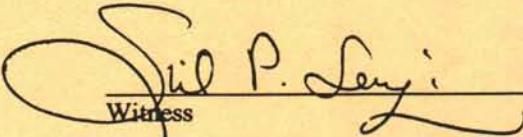
This Agreement shall commence June 30, 1998, and shall continue in full force and effect until June 30, 2000. If either party desires to terminate, modify, or change the Agreement, they shall give the other party written notice by certified mail to that effect not less than sixty (60) days prior to June 30, 2000. If there is not notice by either party to terminate, modify, or change this Agreement, this Agreement shall continue in full force from year to year.

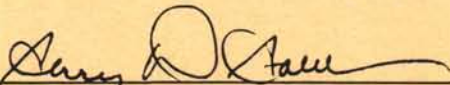
In witness whereof, the parties hereto have caused this Agreement to be executed by their respective and proper officers, duly authorized.

FOR THE BOARD OF EDUCATION:

  
Witness

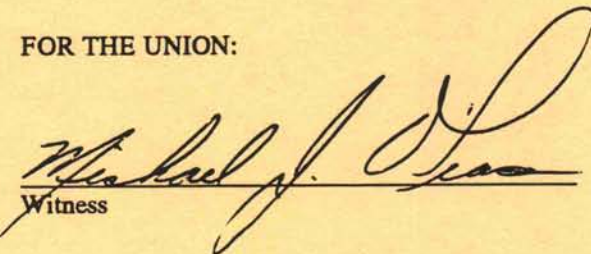
  
Gary Gasowski, President

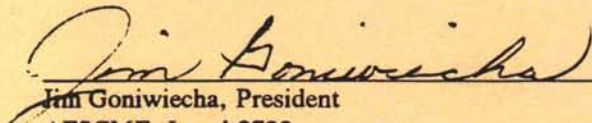
  
Witness

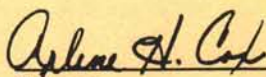
  
Dr. Terry D. Follbaum, Superintendent

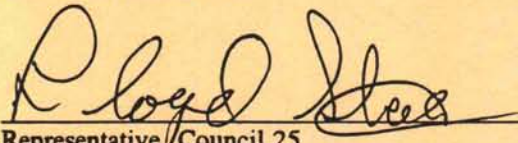
6/22/98  
Date

FOR THE UNION:

  
Witness

  
Jim Goniwiecha, President  
AFSCME, Local 2722

  
Witness

  
Representative, Council 25  
AFSCME, AFL-CIO

6/22/98  
Date

CENTER LINE PUBLIC SCHOOLS  
Macomb County, Michigan

LETTER OF AGREEMENT  
between  
Center Line Public Schools  
and the

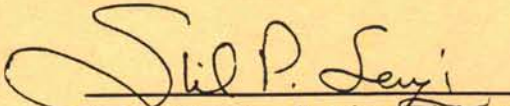
American Federation of State, County, and Municipal Employees  
AFL-CIO Local 2722 of Metropolitan Council No. 25

The Center Line Board of Education and AFL-CIO - Local 2722 hereby agree to the following Letter of Agreement. Article X., Seniority, Item O., The Union acknowledges the passage of House Bill 5128, P.A. 112 (Subcontracting) and shall comply with the new legislation when it becomes effective.

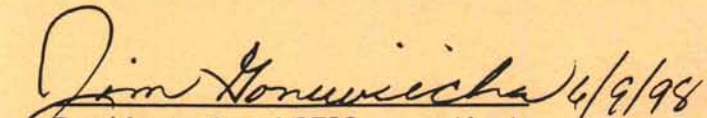
In the event that an entire occupational group is eliminated by the school district, those members affected may bid upon any vacant position as they occur.

1. If a vacancy occurs, bargaining members will be given an opportunity to bid on a position if they are qualified.
2. Bargaining unit members will be given a thirty (30) working-day trial period if they meet the required qualifications. Vacation days shall remain the same.
3. This job security provision shall be limited to three (3) years from the official date of notice.
4. Any employee who fails to keep the school district informed of their current address and telephone number shall terminate their rights under the Letter Of Agreement.

FOR CENTER LINE PUBLIC SCHOOLS:

  
Administrative Services Division      6/9/98  
(date)

FOR AFSCME/LOCAL 2722:

  
President - Local 2722      6/9/98  
(date)

CENTER LINE PUBLIC SCHOOLS  
Macomb County, Michigan

**1987-90 VACATION SCHEDULE**  
**(Employee's hired prior to July 1, 1990)**

**ARTICLE XIII - Vacations (Page 20 of the 1987-90 Local 2722 Contract)**

- B. 1. Regular full-time and permanent part-time employees shall be eligible for vacation on a prorated basis as follows:

Up to 6 Months	None
6 - 12 Months	5 Days
1 Year	10 Days
2 Years	11 Days
3 Years	12 Days
4 Years	13 Days
5 Years	14 Days
6 Years	15 Days
After 10 Years	20 Days
After 20 Years	25 Days

- H. Vacation time for cafeteria employees will be prorated for full-time and part-time employees as follows:

1 - 5 Years	1 Week
5 - 10 Years	2 Weeks
10 - 20 Years	3 Weeks
20 Years	4 Weeks

