

4615

9/30/2000

AGREEMENT BETWEEN

**EAST DETROIT PUBLIC SCHOOLS**  
 Macomb County, Michigan

AND

**LOCAL NO. 120 AFFILIATED  
 WITH MICHIGAN COUNCIL NO. 25**

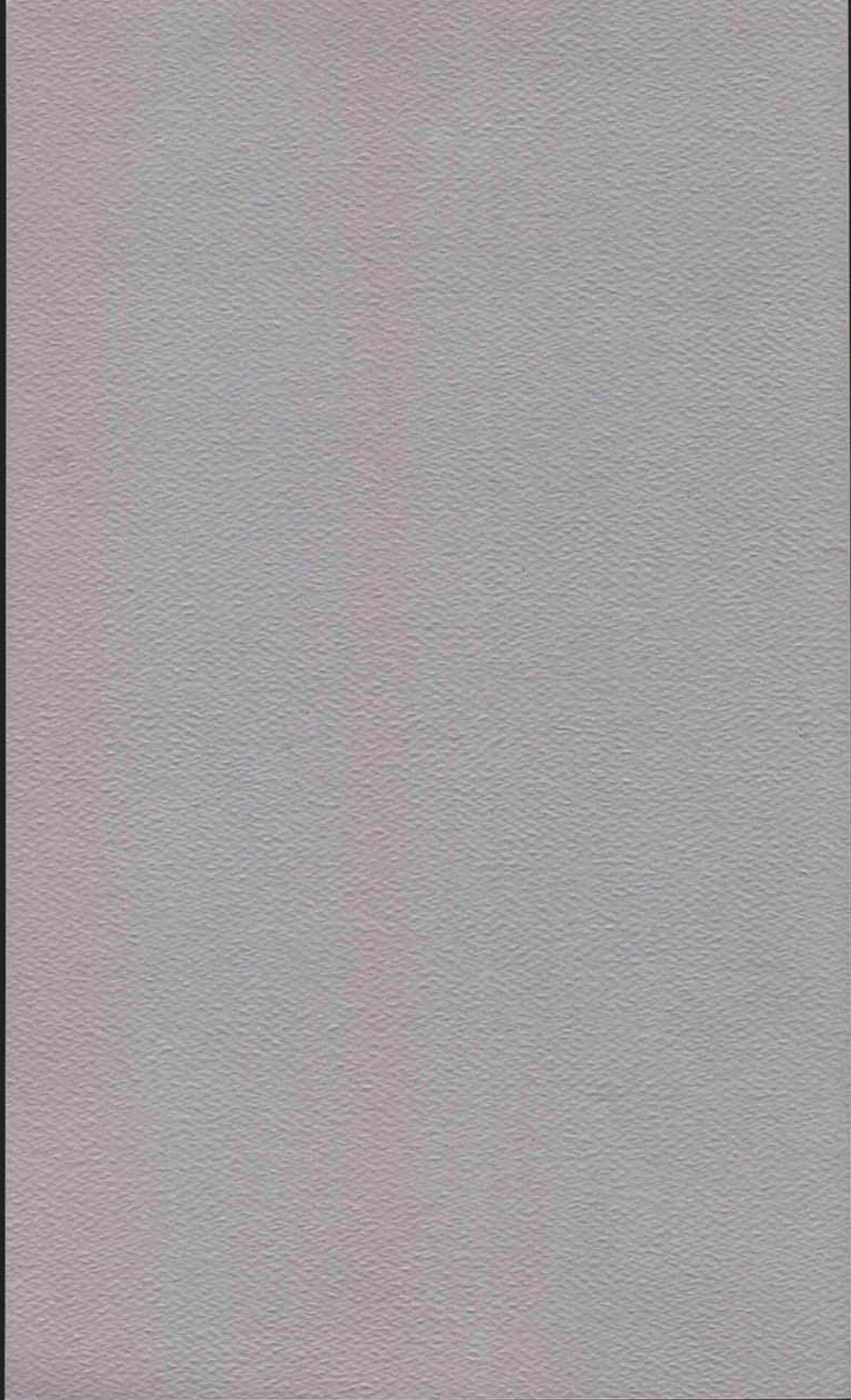
AND CHARTERED BY

**THE INTERNATIONAL UNION  
 OF THE AMERICAN FEDERATION  
 OF STATE, COUNTY  
 AND MUNICIPAL EMPLOYEES**

*East Detroit Public Schools*

OCTOBER 1, 1998  
 TO  
 SEPTEMBER 30, 2000

Michigan State University  
 LABOR AND INDUSTRIAL  
 RELATIONS LIBRARY



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## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT effective the first day of October, 1998 between the EAST DETROIT PUBLIC SCHOOLS , Macomb County, Michigan, hereinafter referred to as "Employer" and LOCAL NO. 120, affiliated with Michigan Council No. 25 and chartered by the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, hereinafter referred to as the "Union".

East Detroit Public Schools, Macomb County, Michigan and Local No. 120 affiliated with Michigan Council No. 25 and the American Federation of State, County, and Municipal Employees, do this 30th day of September 1998, agree to revise their agreement of October 1, 1995 to September 30, 1998 and amend as follows:

The revision of this Agreement shall be retroactive to October 1, 1998 which shall include wage increases, shift premiums, overtime, fringe benefits where applicable.

(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**

- 1.1 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, and the employees, 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 interest of the students and the citizens of the School District are significant, and neither the Employer nor the employee can maintain community respect in the absence of excellent and dependable service.

- 1.2 It is mutually agreed and understood that this Contract shall require the signed approval of Local No. 120, the International Union of the American Federation of State, County, and Municipal Employees, and the Board of Education of the East Detroit Public Schools, Macomb County, Michigan, parties to this Agreement in order to be binding upon the members of the Union and the School District.

## **ARTICLE 2**

### **Recognition**

- 2.1 Pursuant to and in accordance with all applicable provisions of Act Number 336 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 No. 120 Affiliated with Michigan Council No. 25, and the American Federation of State, County and Municipal Employees as the exclusive representative of all classifications of operational employees, including custodians, utility and grounds employees, maintenance employees, transportation employees, food service employees, transportation aide employees and exclusive of secretaries, clerks, patrol

officers and food service managers for the purpose of collective bargaining in respect to pay, wages, hours of employment and other conditions of employment, for the term of this Agreement.

- 2.2 This Agreement shall be applied uniformly to all employees within the bargaining unit, and there shall be no discrimination among the employees in the bargaining unit as regards terms or conditions of employment, subject, however, to the provisions of Article 12 and providing further that the President of the Local Union shall be assigned to a day shift. The parties further agree that there shall be no discrimination against any employee by reasons of race, creed, color, age, sex, marital status, or national origin.
- 2.3 Any employee, other than a day shift employee, who is elected President of the Local Union may remove the least senior day custodian. The employee displaced may exercise his seniority within the unit to fill the position vacated by the President unless such position represents a promotion.
- 2.4 When the Local President ceases to hold that Union title, for any reason, that person shall be returned to their position held prior to the movement described above, unless re-assigned via the bidding process during their term in office.

### **ARTICLE 3**

#### **Union Security**

- 3.1 Employees covered under 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.

- 3.2 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 or to pay the Union a sum equivalent to the initiation fees and periodic dues uniformly required by the Union on/or before the 30th day following such effective date.
- 3.3 The Union shall impose no discriminatory qualifications for membership by reason of race, color, religious creed, sex, age, marital status, national origin, ancestry or numerical restriction of total membership, unless based upon a bonafide occupational qualification, and the Union shall grant to all members equal voting rights.
- 3.4 The Local Union President will be given timely copies of School Board Agendas, Minutes and the Superintendent's Reports.
- 3.5 Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement, shall be required as a condition of continued employment to become members of the Union or to pay to the Union, a sum equivalent to the initiation fees and periodic dues uniformly required by the Union for the duration of this Agreement on/or before the 30th calendar day immediately following the beginning of their employment in the unit.

If an employee presently covered under the contract applies and is hired by the East Detroit School District for a position outside the contract, the employee's seniority shall be frozen. Said employee may return to a position covered by the contract between the East Detroit Public Schools and the Union and shall retain all previously accrued seniority if the position is eliminated by administration due to financial hardship or if the employee is demoted.



Should the employee voluntarily resign from the position, said employee may return to a position covered by the contract between the East Detroit Public Schools and the Union and shall retain all previously accrued seniority when an open position is available for which said employee is qualified.

- 3.6 Probation - every hire shall be considered a probationary employee for the initial sixty (60) working days of his employment. Such probationary employee shall receive a written evaluation of their performance no later than forty (40) working days subsequent to the date of hire. Upon satisfactory completion of the probationary period, the employee shall be deemed to be a regular employee eligible for benefits with the seniority retroactive to the date of hire.
  - 3.6.1 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and certain conditions of employment.
  - 3.6.2 The Board shall have sole discretion in matters of discipline and discharge of a probationary employee which shall not be subject to the grievance procedure.
  - 3.6.3 There shall be no seniority among probationary employees.
  - 3.6.4 Upon completion of the probationary period the employee will be considered to have seniority computed from the first day of employment.
- 3.7 An employee who shall tender an initiation fee and the periodic dues uniformly required as a condition of acquiring or retaining membership, or who pays the

initiation fee and a sum equivalent to the periodic dues, shall be deemed to meet the conditions of this Article.

- 3.8 Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than sixty days in arrears in payment of membership dues.

#### **ARTICLE 4 Aid to Other Unions**

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

#### **ARTICLE 5 Union Dues and Initiation Fees**

- 5.1 Upon filing with the employer of a written request authorizing payroll deduction, substantially in accordance with the form set forth immediately hereafter, signed by the individual employee, the Employer will pursuant to its terms, during the full term of this Agreement and any extension or renewal thereof, deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of such employee. Check-off deductions shall be deducted from the first pay of the employee in the month immediately following execution and filing of the authorization for payroll deduction and from the first pay of each month thereafter. Deductions for any calendar month shall be remitted to the Union Financial Officer whose written designation has been filed in the Employer's Office as soon as possible after the tenth day of the succeeding month. An employee shall cease to be subject to check-off deductions beginning with the

month immediately following the month in which he is no longer a member in the Bargaining Unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

5.2 Form of Authorization for Payroll Deduction:

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO**  
(Please print)

By: \_\_\_\_\_  
Last Name                      First Name      Middle Name  
TO: \_\_\_\_\_  
(Employer)

Effective (date) \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME Local No. \_\_\_\_\_ and effective the same date to deduct from my earnings each (payroll period) \_\_\_\_\_ a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer (Union Name and Number) \_\_\_\_\_ of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice to the Union and the Employer within (30) thirty days immediately preceding the termination date of the existing Union-Management Agreement, or termination of my employment.

\_\_\_\_\_  
(Employee's Signature) (Street Address) (City and State)

(This space reserved for additional information when required.)

- 5.3 Any dispute arising as to an employee's membership in the Union shall be a proper subject matter for a special conference. If still unresolved, the matter may be decided at the final step of the grievance procedure.

**ARTICLE 6**  
**Stewards and Union Representation**

- 6.1 The employees in each group classification shall be represented by one Steward on each shift who shall be a regular employee working in that group classification and on that shift. During overtime periods an alternate Steward may be appointed by the President of the Union or his designated representative.
- 6.2 The group classifications are as follows:
- (1) Chief Custodial and Assistant Chief Custodial Employees; Utility Garage Employees
  - (2) Custodial Employees
  - (3) Maintenance Employees
  - (4) Food Service Employees
  - (5) Utility and Grounds Employees
  - (6) Transportation Employees
  - (7) Middle/Senior High School Day Custodians
  - (8) Transportation Aides

**ARTICLE 7**  
**Special Conference**

- 7.1 Special conferences for important matters will be arranged between the Local President and a designated representative of the Employer, upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Employer, and by two (2), but not more than two (2) representatives of the Local Union,

unless additional representation is mutually agreed upon by the parties. Arrangements for such special conferences shall be made in advance and a written AGENDA of the matters to be taken up at the meeting, shall be presented at the time the conference is requested. Matters taken up in special conference may be held between the hours of 9:00 a.m. and 4:00 p.m. The Local Union members shall not lose time or pay for the amount of time spent in such special conference held during working hours. These meetings may be attended by a representative of the International Union.

- 7.2 The Union representative may meet on Employer's property at a place mutually agreed upon between the Local Union and the Employer for at least one-half hour immediately preceding the special conference.

## **ARTICLE 8**

### **Grievances**

- 8.1 A "Grievance" is defined to be any difference that may arise between the parties hereto as to:
- (1) Any matter relative to pay, wages, hours of employment, and other conditions of employment.
  - (2) Any matter involving the interpretation or violation of any of the provisions of this Agreement.
- 8.2 If a question rises as to whether or not a particular claim of grievance is a "grievance" defined in this Article, the question may be taken up through the grievance procedure herein provided at the written request of either party.

**ARTICLE 9**  
**Grievance Procedure**

9.1 If an employee, or the Local Union, has a grievance, it shall be presented to the Employer within thirty (30) days and processed under the following procedures:

STEP 1 The employee may either contact his immediate Supervisor or his Shift Steward. If he contacts the Shift Steward, the latter shall report the alleged grievance to the employee's immediate Supervisor who shall endeavor to solve or correct the problem. If the employee contacts the immediate Supervisor, the Steward shall be given an opportunity to be present.

The immediate Supervisor shall meet with the Steward and/or the employee within seven (7) working days from receipt of notice of the alleged grievance. If a grievance is unresolved after an oral meeting, the grievance shall be put in writing and be submitted to the employee's immediate Supervisor within seven (7) working days following the oral meeting, and the immediate Supervisor shall respond to the grievance in writing within seven (7) working days. If the alleged grievance is not solved to the satisfaction of the employee, the Chief Steward or his designated representative shall submit the grievance in writing in duplicate, to the Superintendent or his Designee, within seven (7) working days after receipt of the Supervisor's response. Each grievance shall state the position of the employee or employees, who feel they have a grievance and the desired action of the Employer.

STEP 2            Within seven (7) working days after receipt of the grievance from Step No. 1, the Superintendent or his Designee shall meet and confer with the Local Union President and the Union Grievance Committee on the Grievance. Within seven (7) working days after this meeting the Superintendent or his Designee will issue a written disposition to the Union President.

If the Local Union President is dissatisfied with the disposition, he shall within seven (7) working days request in writing a hearing with the Board of Education to discuss the grievance or grievances. This hearing shall be scheduled by the Board not to exceed thirty (30) calendar days following receipt of the appeal from the Union President.

Should the grievance involve discharge, suspension, or demotion, it shall be scheduled for the earliest possible Board hearing.

This meeting may be attended by a representative of the Council and/or representatives of the International Union. The Union representative may meet on Employer's property at a place mutually agreed upon between the Local Union and the Employer for at least one-half hour immediately preceding the grievance hearing.

STEP 3            The Board of Education shall answer in writing to the President of the Local Union within seven (7) calendar days following the meeting of the School Board of Education and the Union. If the answer provided is not satisfactory to the Local Union and the Local Union believes that the answer should be appealed, it may refer the grievance to the Council

Representative. The Representative of the Council and/or the International Union will review the matter and may within thirty (30) days after the answer referred to above, appeal the grievance to a pre-arbitration panel.

The pre-arbitration panel shall be composed of three (3) representatives of the Employer and three (3) representatives chosen by the Union.

The purpose of the pre-arbitration meeting is to make one last attempt to settle the grievance on a local level before going to an outside third party and expending the funds for the arbitration process.

The members of the pre-arbitration panel shall arrange for a meeting or meetings to discuss the particular grievance. In the event the panel disposes of the matter, it shall cause its disposition to be reduced to writing to be signed by all members of the panel and submitted to the Employer's designated representative and the Local Union.

STEP 4

If, after thirty (30) calendar days from the pre-arbitration meeting, they are unable to agree upon a disposition of the grievance, the grievance may be submitted by either party to the American Arbitration Association and be governed by their rules.

Request for arbitration by either party shall be made by written notice to the other party within ten (10) days of the expiration of the thirty (30) calendar day period set forth above.



The Arbitrator's decision shall be final and binding on the Board of Education and the Union.

The Arbitrator shall have no power or authority to add to, delete from, alter or modify the terms of this Agreement. The Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument.

Expenses for the Arbitrator's services and the proceedings shall be borne by the party who loses the arbitration. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available at cost to the other party.

- 9.2 It is agreed that during the term of this contract, (or during any period of time while negotiations are in progress between the parties for the continuance or renewal of this contract) there shall be no strikes. Strike shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part, from the full, faithful, and proper performance of the duties of employment. Nothing contained herein shall be construed to limit, impair, or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

- 9.3 One steward from each group classification as defined in Article 6, shall have not to exceed one-half hour per day at the beginning and/or end of his shift (but not to exceed two hours per week) to discuss and investigate grievances with the employees with the understanding, however, that neither the stewards nor any of the other employees shall engage in activities during working hours that detract from their productivity, except when it is absolutely necessary to discuss a grievance with the Steward in accordance with the above schedule.
- 9.4 Reasonable time as judged by the Superintendent or his Designee may be allocated to the President and/or Chief Steward to conduct or properly process Union grievances or potential grievances during working hours. However, a full report as to the nature of the grievance or potential grievance and time of processing must be forwarded to the Management.
- 9.5 The Superintendent or his Designee may grant additional time, upon request of the Steward involved, to discuss and investigate a grievance. If, in the opinion of the Local Union Executive Board, the Superintendent or his Designee unreasonably refuses to extend such time, his refusal shall be subject to grievance procedures commencing at the second step. The nature and number of grievances shall be considered in determining the reasonableness of the decision of the Superintendent or his Designee.

**ARTICLE 10**  
**Discharge, Suspension and Reprimands**

- 10.1 The right to discharge/suspend employees shall remain in the sole discretion of the Superintendent, but no discharge or suspension shall be made without just cause. In the event the suspension/discharge is unjust, the employee shall

receive full compensation for all time lost and full restoration of all other rights and conditions of employment. The Employer shall be permitted to post on the Union Bulletin Board, a list of some actions which may constitute grounds for discharge/suspension, after the list has been discussed with the Local Union President and Chief Steward. It is understood, however, that if an employee is deemed to have violated the prohibition against striking, his employment may be terminated or other discipline imposed.

- 10.2 Since union membership is a requisite for employment, discharges may be made for failure to maintain membership. However, the Union agrees to assume responsibility, financial or otherwise, if Employer is required to reverse the discharge/suspension and reinstate the employee.
- 10.3 In the event a member of the Union shall be transferred, laid off or discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such transfer, lay-off or discharge shall constitute a case arising under the method of adjusting grievances set forth above; provided, however, the Local President or the Employer may request a special conference prior to commencement of grievance procedures.
- 10.4 An employee shall be notified in writing, with a copy mailed to the Local President and the Chief Steward, of any subject matter which could be considered as detrimental to the employee's future promotion, transfer, present or future employment. Otherwise, no such subject matter may be used as evidence against such employee by Employer.

- 10.5 Personnel records of a detrimental nature which occurred more than two (2) years in the past, will not be taken into account when considering promotion, discipline and/or discharge of an employee.

## **ARTICLE 11**

### **Seniority**

- 11.1 Seniority of maintenance and custodial employees shall be determined on an operational School District group basis. Seniority of food service employees to be determined on a School District food service group basis. Seniority of transportation employees on a School District transportation group basis. Seniority of transportation aides on a School District transportation aide group basis.
- 11.2 Seniority shall commence after completion of the sixty (60) working day probationary period and shall be retroactive to the day the employee commences work. If more than one (1) employee commences work on the same day, seniority will be determined by the actual time of day that the employee started work. If more than one (1) employee starts work at the same time, the order of hiring shall determine the order of seniority (order of hiring shall be defined as the time and date of initial interview). Temporary or part-time employees shall not attain or accrue seniority until and unless they are assigned a full time or regular part-time job with the Employer.
- 11.3 Seniority Lists
- (1) Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry or dependents of the employee.

- (2) The seniority list on the date of this Agreement shall indicate the names and job titles of all employees of the unit entitled to seniority.
- (3) The Employer shall keep the seniority list up-to-date and shall provide the Local Union President with up-to-date copies at least every six months.
- (4) A maintenance or custodial employee who voluntarily applies for a downgrade in either transportation, transportation aide, or cafeteria shall maintain, for classification seniority only, the prior seniority earned in that unit.

#### 11.4 Loss of Seniority

- (1) Voluntary quitting: The employer shall be notified two weeks in advance by an employee voluntarily terminating his employment. Failure of the employee to so notify the Employer may result in loss of accumulated benefits. The employee may request a special conference to show extenuating circumstances for failure to give notice.
- (2) Discharge by the Employer unreversed through procedures set forth in this Agreement.
- (3) Absence for three (3) consecutive working days without notification to the Employer in writing, provided this shall not be construed a permissive right for an employee to voluntarily absent himself from employment, as an employee is required to give immediate notice to the Employer of any intent to absent himself from work, except in case of emergency such as serious illness, death or accident to an employee or his immediate family. An

employee shall also give notice as promptly as the circumstances permit as to when he will return to work, and the Employer will not be obligated to put him to work on the day he reports without such notice.

- (4) Overstaying a leave of absence, sick leave, or lay-off, without justifiable cause.
- (5) Violation of provisions of leaves of absence, Section 18.6.

11.5 Temporary assignments for the purpose of filling vacancies when employees are on vacation, absent because of illness, etc., shall be granted to a qualified employee within the building on the basis of seniority and the desire of the employee when possible. An exception will occur in the secondary schools, where the assistant chief custodian shall replace the chief custodian.

No employee except the least senior employee qualified to perform the job will be required to accept a temporary assignment.

In the absence of a qualified person administration will train interested applicants by seniority. In the event there are no applicants the least senior person in the building will be assigned.

Pending the polling of interested applicants, the least senior person in the building will be assigned.

11.6 When there is a special school banquet or other school function that requires food preparation, the building head cook or assistant cook will be called in. Culinary Arts

Department will continue to provide services at the current level of operation.

- (1) If additional help is needed, then a helper(s) will be called in order of seniority.

## **ARTICLE 12**

### **Lay-Offs**

- 12.1 The word "lay-off" means a reduction in the work force due to a decrease of work or economic hardship.
- 12.2 If it becomes necessary for a lay-off, the following procedure shall be mandatory; custodial and maintenance employees shall be laid off on a School district seniority group basis. Food service employees shall be laid off on the School District food service seniority group basis. Transportation employees shall be laid off on a School District transportation seniority group basis. Transportation Aide employees shall be laid off on a School District transportation aide seniority group basis. The order of lay-off shall be probationary and trainee employees first and regular status employees second.

Seniority is defined in Article 11.

- 12.3 Employees laid off for an indefinite period of time shall have a thirty (30) calendar day notice of the lay-off. The Local Union President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- 12.4 Anything above notwithstanding, and regardless of their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary, Chief Steward, Stewards, Assistant Chief Stewards, Sergeant at Arms and

Member at Large shall, in that order, in the event of a lay-off, be continued at work on the first open job in the unit that they can perform.

- 12.5 In case of increase or decrease of work force, lay-off, or curtailment of positions, full seniority shall be the determining factor in each group classification in the placement of positions, except as hereinbefore set forth regarding Union Officers.

### **ARTICLE 13**

#### **Recall Procedure**

- 13.1 If, by reason of curtailment or lay-off, an employee is required to accept a lower position or another classification in order to remain employed, the employee shall be given the first opportunity to return to his previous position whenever the position is restored or a vacancy occurs within his group classification. If the employee chooses not to return to the position, it will be posted for bid.
- 13.2 When the working force is increased after a lay-off, custodian and maintenance employees shall be recalled according to School District group seniority basis, and food service employees shall be recalled on the School District food service group seniority basis. Transportation employees shall be recalled according to School District transportation group seniority basis. Transportation aides shall be recalled according to School District group seniority basis. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) working days from date of mailing of Notice of Recall, he shall be considered to have severed his employment.



**ARTICLE 14**  
**Supplemental Agreements**

- 14.1 All proposed supplemental agreements shall be subject to GOOD FAITH negotiations between the Employer and the Union. They shall be approved or rejected within a period of thirty (30) calendar days following the conclusion of negotiations.

**ARTICLE 15**  
**Transfers, Vacancies, New Positions**

- 15.1 If an employee is transferred to a position with the Employer not included in the unit and is thereafter transferred to a position within the unit, said employee shall retain only the seniority earned while in the bargaining unit.
- 15.2 With exception of promotion and downgrade, the senior applicant within the classification, for a transfer to fill a vacancy or a newly created position, shall have the assignment. Probationary employees and employees on a trial period are not eligible for transfer.
- 15.3 Notice of all vacancies, and newly created positions, shall be posted within five (5) working days after the vacancy occurs on all Union Bulletin Boards in each building for seven (7) working days. Written application shall be filed with the Employee Services Office within the posting period. The position shall be filled within seven (7) working days after the termination of the posting period unless the position is filled by a new hire. These positions will be filled within a maximum of thirty (30) calendar days after the termination of the posting period.



- a. No more than 3 years in training, on job and education.
  - b. Trainee will at all times be under direct supervision of current maintenance employees.
  - c. Trainees will be allowed to work overtime, providing all current maintenance employees (in the classification) are afforded the opportunity to work.
6. Education:
- a. Pre-paid by semester by the Board of Education.
  - b. Joint committee evaluation per card marking.
  - c. Class schedule and load determined by joint committee.
  - d. Traveling time provided by the Board.
  - e. All courses must be passed with a minimal grade of C (2.0). Any courses failed will be repeated by the trainee at their own personal cost for tuition and supplies.
7. Posting and Tie Vote of Committee:
- a. Posting period will be extended when necessary to review test results.
  - b. In the event of a tie vote, the committee will then agree to bring in a disinterested third party to select the trainee.
  - c. An employee selected for a training position will not be allowed to transfer to another training classification.
  - d. An employee who voluntarily leaves a training position will not be eligible for consideration for future training positions. The circumstances for leaving the program may, however, be evaluated by the training committee and given consideration.

8. Skilled Trades Cooperative Training Program:  
(The following percentages represent the trainee wage rate):
  - First 1000 hours, or six (6) months - 70%
  - First 1000 hours, or six (6) months - 75%
  - First 1000 hours, or six (6) months - 80%
  - First 1000 hours, or six (6) months - 85%
  - First 1000 hours, or six (6) months - 90%
  - First 1000 hours, or six (6) months - 95%Employee wage not to be less than current earning.
  
9. Completion of the Training Program:
  - a. Upon satisfactory completion of the training program, a trainee will automatically be transferred to any vacancy within that classification. The vacancy will not be posted.
  
  - b. If upon satisfactory completion of the training program there are no vacancies within the classification, the trainee will continue working in the classification at 95% of the skilled trade rate, until such time as a vacancy occurs.
  
  - c. In the event a trainee voluntarily leaves the program, it is understood that the trainee will reimburse the school district for all tuition and material fees that were paid by the district. The circumstances for leaving the program may be evaluated by the training committee. The committee may waive reimbursement due to extenuating circumstances. Voluntary transfer to another position will not be considered extenuating circumstances.

- d. Should a trainee voluntarily leave the training program during a period when there are no posted vacancies, he shall be placed as follows:
  - (1) A temporary vacancy created due to another employee serving a probationary or trial period.
  - (2) Will displace the least senior custodian in the bargaining unit. He will be given first opportunity to be returned to his former classification when a vacancy occurs. Should he not return, the position will be posted and filled within the provisions of Article 15.

## **ARTICLE 16**

### **Promotions**

- 16.1 Promotions within the bargaining unit shall be made on the basis of seniority, ability and past performance. Present employees will be given preference over outside employees in promotions. Job vacancies shall be posted for a period of seven (7) working days setting forth the job title, specifications, location, and qualifications for the position in a conspicuous place in each building. Employees interested shall apply within the posting period. The position shall be filled within seven (7) working days after the termination of the posting period. Effective upon ratification, all current bargaining unit members will continue their entitlement to the current contractual process for filling vacancies.

Food service, transportation and transportation aide employees hired prior to October 1, 1995 will not be eligible for bidding rights until such time as they have

worked forty-five (45) days in the custodial/maintenance department. Said promotion will occur as soon as a qualified person is hired and trained/certified not to exceed ninety (90) working days. Seniority, only, will be retroactive to the first day the person was eligible for transfer.

Food service, transportation and transportation aide employees hired after October 1, 1995 will not be eligible for bidding rights to custodial maintenance until they have attained three (3) years of seniority in their group classification and worked forty-five (45) days in the custodial/maintenance department.

Upon ratification, all new hires working within the transportation and cafeteria groups will not be eligible for bidding rights until such time as they have worked forty-five (45) days in a substitute capacity within the custodial/maintenance department. They will then be awarded bidding rights. These transportation and cafeteria employees will then retain bidding rights but placement within an available (available to mean a position that has not been filled through the process by eligible bargaining unit members) custodial/maintenance group position will be contingent upon the ability of management to fill their vacated position within two (2) weeks. No transportation or cafeteria senior applicant will be denied placement for more than one (1) custodial/maintenance vacancy and will be considered as the qualified applicant for the next available Custodial/Maintenance position. Said transfer will occur as soon as a qualified person is hired and trained/certified, not to exceed ninety (90) working days. Seniority, only, will be retroactive to the first day the person was eligible for transfer.

- 16.2 Promotion: Promotion is a change in jobs to one of a higher class and rate of pay.

Lateral Transfer: Transfer shall be defined as a movement from one location or department to another with no change in pay or classification.

Downgrade: Acceptance of a position that carries a lower rate of pay constitutes a downgrade.

- 16.3 Any employee shall procure a low pressure boiler operator's license before his forty-five (45) working day trial period is completed or they will not be promoted to the position of assistant chief or chief custodian.

- 16.4 Employees granted a "promotion or downgrade" shall be considered to be on a trial period for forty-five (45) working days, in their new assignment in which to demonstrate their ability to satisfactorily perform the duties of the job. In the event the employees are deemed unsatisfactory, they shall be so notified in writing by the Superintendent or his Designee. Such notice shall give the reason(s) for the determination of their rejection for the promotion or downgrade, then that determination may be processed through the grievance procedure.

- 16.5 If the employee elects to reject promotion or downgrade, or they are deemed unsatisfactory after the process of the grievance procedure during the forty-five (45) working day trial period, they shall return to the same classification and location held prior to their "promotion or downgrade".

- 16.6 When the promoted employees are moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the employees being promoted satisfactorily complete their trial period and become

regularly assigned to the other job. During the vacated period, the senior employee in the next lower classification of that group classification in the building shall have the option to fill said vacancy and be paid the higher rate of pay. Should the senior employees within the building decline to fill the temporary vacancy, then employees by district seniority will have the option to fill said vacancy and be paid the higher rate of pay.

16.7 An employee who receives a promotion shall be compensated in accordance with Schedule A.

#### 16.8 Summer Employment

1. Interested members of the transportation, cafeteria and transportation aide groups will be selected first for available summer cleaning work on the basis of seniority.

Shift premiums will be paid according to the current Master Agreement.

2. Interested bargaining unit members will fill the temporary summer positions before new applicants are considered. However, the Employer may opt to utilize up to ten (10) substitute custodians prior to the seniority selection of bargaining unit members who submitted requests for summer work on/or before June 1 of each year of the Agreement.

During the first fifteen (15) working days of summer cleaning, bargaining unit members deemed to have unsatisfactory attendance or performance will be dropped from the substitute roster for a period of one (1) year. The union will be provided a written rationale relative to the unsatisfactory performance.



This action will not affect their status or performance rating in their regular classification.

3. Bargaining unit members will be paid summer holidays provided that they work or are available for work the day preceding and following the holiday.
4. Transportation, Cafeteria and Transportation Aide employees who work at least thirty-five (35) days during summer cleaning will be awarded two (2) sick days at the start of the new school year.
5. Transportation employees assigned a bus run will receive contractual drivers rate and are at their option guaranteed a combination up to eight (8) hours summer work at the transportation garage without an instance/absence penalty.

Non-driving hours paid at the summer rate.

6. Bargaining unit members eligible for benefits under Section 42.2 may use up to five (5) sick/personal business days during summer employment. They remain ineligible for the union sick bank during summer employment. Compensation will be at the summer cleaning rate.

#### **ARTICLE 17** **Veterans**

- 17.1 Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State Laws.
- 17.2 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other

applicable laws and regulations, shall be granted leaves of absence without compensation, but with continuance of seniority, for a period not to exceed their seniority, at commencement of leave, in order to attend school full time under applicable Federal Laws then in effect.

- 17.3 Employees who are in some branch of the Armed Forces Reserve or the National Guard, shall be paid the difference between the reserve pay and their regular pay with the School District when they are on full time active duty in the Reserve or National Guard (provided proof of service and pay is submitted) for a maximum of two weeks per year, except in the case of an emergency approved by the Employer who may extend time.

### **ARTICLE 18** **Leave of Absence**

- 18.1 Leaves of absence for reasonable periods, not to exceed one (1) year (except for item 4 or 6), shall be granted without loss of seniority upon written request.

- (1) Service in governmental agency, state or nationally recognized professional, labor, social or fraternal organization which the employee has been formally designated to represent.
- (2) Maternity leave; a leave of absence without pay shall be granted to a female employee because of pregnancy.

In the event of pregnancy, the employee shall notify the Employee Services Office of her pregnancy, as soon as possible, but not later than the end of the fourth month. Included, shall be a physician's statement stating the estimated time of delivery.

This employee shall be allowed to continue her employment until such time as agreed upon by the employee and her physician, providing she is physically able to perform her duties.

The employee on maternity leave shall return to her duties as soon as her physician certifies that she can assume her duties as an employee. Such statement shall be presented to the Employee Services Office within six (6) weeks after the birth of the child, or shall contain reasons preventing return to work.

Extension of leave may be granted up to a maximum of one (1) year after the birth of the child.

- (3) Illness leave.
- (4) Serving in an appointed or elected position with the Council or International Union, leave shall be granted for not to exceed the number of years the employee has been with the School District, and his seniority shall continue with the School district.
- (5) Prolonged illness in immediate family - spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, and a relative living and making his home in the employee's "immediate family." Upon a request of an employee, the Employer may grant leave allowance even though the person who is injured, ill or deceased, is not within the employee's "immediate family."
- (6) Leaves may be extended for not to exceed one (1) year by the Employer for good cause.

- (7) Employees, when authorized by the Employer, may attend meetings vital to the interests of the schools in the District and may be absent from duty without loss of pay and leave allowance, but may be required to submit an evaluation of such visit, conference or meeting.
- 18.2 One delegate per each one hundred (100) members (or portion thereof) of the Local Union elected to attend a function of the International Union, such as conventions or conferences, shall be allowed time off with pay to attend such conferences and/or conventions, not to exceed five (5) working days annually per delegate, or ten (10) working days bi-annually per delegate.
- 18.3 Leave for National Defense in excess of two weeks--an employee absent from duty because of service in the military forces of the State of Michigan or the United States, shall be considered on leave without pay, but shall be entitled to all salary schedule increments, excepting sick leave allowance, as if he were not absent from duty, providing he returns to duty within sixty (60) days after release from such military service.
- 18.4 The employee shall be reinstated at the termination of his leave. If no job is available, the employee with the lowest seniority in the returning employee's classification shall be laid-off (subject to the provision of Article 12).
- 18.5 A request for leave shall be answered by the Employer in writing within fourteen (14) working days from receipt of the request by the Superintendent or his Designee.
- 18.6 Leaves of absence shall not be granted to seek or obtain employment outside of the East Detroit School District.

Employees violating this provision will be subject to loss of seniority consistent with Section 11.4.

- 18.7 All employees covered under this agreement shall be required to submit a copy of their request for leave of absence to the Union President prior to requesting leave from administration.

## **ARTICLE 19**

### **Sick Leave**

- 19.1 Each employee covered by this Agreement shall accumulate one day of sick leave allowance for each month the employee receives pay in his regular yearly position. Unused sick leave allowance shall accumulate to a maximum of one hundred fifty (150) days and be designated as "accumulated sick leave allowance." When leave is exhausted, such employee shall not accrue any more days unless working. An employee's absence shall be chargeable to his accumulated sick leave allowance. An employee, while on sick leave, shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. Sick days for less than full-time employees, when transferring from one group classification to another, will be prorated on the basis of their total hours worked at the time of transfer.
- 19.2 Sick leave bonus plan will be paid to the employees on the following schedule:

<u>Dollars</u>	<u>Days by June 30th</u>
\$300	160 or more
One-half of the employee's current wage shall be paid by the first pay following June 30th of each year for days accumulated beyond one hundred fifty (150) days and not used (or \$225.00 whatever is greater)	150 to 159 days
\$225.00	108 to 149 days
\$150.00	72 to 107 days
\$ 75.00	36 to 71 days

19.3 In the event of death, accumulated sick leave allowance shall be paid to the employee's estate or beneficiary at the same rate and condition as would accrue on retirement.

19.4 Upon proper notice to the Superintendent, or his Designee, the employee's absence due to the following causes may be charged against accumulated sick leave allowance:

(1) Maternity

(2) Personal injury or illness

a. If absent three (3) or more working days, a doctor's statement certifying illness or injury may be required;

b. If the illness is of a serious or contagious nature, a certificate from a physician certifying recovery shall be required.

- (3) Serious illness, or serious injury of a member of the employee's immediate family for a period not to exceed three (3) working days. Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, and a relative living and making his home in the employee's household shall be included in the employee's "immediate family". Upon request of an employee, the Employer may grant leave allowance, even though the person who is injured, ill, or deceased is not within the employee's "immediate family".
- (4) Personal Business Leave - a fifty-two (52) week member of the bargaining unit may use up to seven (7) days of his sick leave allowance annually for any reason except outside employment, upon two (2) days advance written notice, except in the case of emergencies. No more than three (3) consecutive days will be granted without prior approval.

Less than fifty-two (52) week employees may use up to five (5) days of his sick leave consistent with the above provisions.

Personal leave days will not be used the day preceding or following a legal school holiday without written prior approval. Legal school holidays shall be as defined in the annual school calendar.

- 19.5 If an employee, who is not a participant of the sick leave bank, has exhausted his sick leave allowance the Employer may consider contributing additional sick days.
- 19.6 Sick leave allowance shall not accrue, be used or granted for additional service, such as night-school, summer school, election duty and overtime assignments. If an

employee's employment is terminated for any reason other than death, disability, incapacity, or retirement under the provisions of Michigan laws relating to retirement systems for public school employees, or Federal Social Security retirement laws, all accumulated sick leave allowance shall be forfeited. In the event an employee resumes his employment, and his absence has been through approved leave of absence, accumulated sick leave allowance shall be restored.

- 19.7 In case of absence, maintenance, custodial and transportation employees will notify the Office of Maintenance/Operations and other appropriate personnel as established by Director of Maintenance/Operations.

Food Service employees will notify the Office of the Food Service Director and other appropriate personnel as established by the Director of Food Service.

- 19.8 The Employer shall provide evidence of sick leave accumulation for each employee annually.

- 19.9 An employee who suffers injuries compensable under the Michigan Workers' Compensation Act shall be paid the difference between his regular wages and payment received under provisions of the Act. An employee injured on the job will be eligible for thirty (30) days prorated from the sick bank to supplement his workers' compensation. After thirty (30) days he shall use his own sick leave, prorated, to supplement the workers' compensation. After these have been exhausted, he shall receive only the regular allotment as governed by the Workers' Compensation Act.

- 19.10 The Board of Education will contribute one (1) day per year per member to the employee's sick bank. An



employee who retires or an employee who dies during service to the School District and has days remaining in his sick leave credit, shall have those days contributed to the employee's sick bank. The operation of said sick bank shall be determined by a joint committee consisting of representation of the employees and the Board of Education.

**ARTICLE 20**  
**Bereavement Leave**

- 20.1 An employee shall be allowed three (3) working days as funeral leave not to be deducted from sick leave for a death in the employee's immediate family. "Immediate family" shall be as defined in Article 19. Additional days may be granted with prior approval from the Superintendent or his Designee.
- 20.2 In addition to the leave days established by Article 21, the Local Union President or his designated representative, shall be allowed not more than one (1) funeral leave day, in the event of death of a member of the Local Union, for one (1) exclusive purpose of attending the funeral.

**ARTICLE 21**  
**Working Hours - Shift Premium**

- 21.1 Employees who work on the second or third shifts shall receive, in addition to their regular pay for the pay period, additional compensation of 20 cents per hour and 25 cents per hour, respectively.
- 21.2 The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before

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

- 21.3 When it becomes necessary to alter regularly assigned shifts, administration will, where possible, provide a forty-eight (48) hour notice to the shift change.
- 21.4 The regular full working day shall consist of eight (8) working hours per day, plus thirty (30) minutes for lunch.
- 21.5 Employees may take two (2) ten (10) minute coffee breaks during their shift.
- 21.6 Employees reporting for scheduled overtime work shall be guaranteed at least two (2) hours minimum paid at the rate of time-and-one-half. This shall apply to each and any time the employee reports (without regard to how many times per day). This excludes an employee continuing their regular shift.
- 21.7 Any "on call" before or after their regular shift, shall be paid a four (4) hour minimum, which shall be paid at the rate of time-and-one-half for the actual hours worked, and double-time for Sundays and Holidays.

When an employee is called in the employee will be considered "on call" for four (4) hours from call in time. Should another call in occur within the initial four (4) hours, it will not be charged as an additional call in for that time frame if it is for the same incident as originally called.

When a transportation employee is called in for an emergency run between the hours of 6:00 a.m. and 4:00 p.m., he will be granted two (2) hours pay at the rate of

time-and-one-half. If the run is longer than two (2) hours, then anytime after that will be paid at straight time.

- 21.8 Overtime shall be on a rotating basis and an attempt shall be made to equalize overtime whenever possible within classification.
- 21.9 When an outside group uses a school building, or portion thereof, a member of the Bargaining Unit shall be present, and a member or members of the Bargaining Unit shall clean after such use.
- 21.10 Work within the Bargaining Unit shall be performed only by Bargaining Unit employees.
- 21.11 Employees who work at more than one (1) building, while school is in session, will be assigned the same amount of hours in each building. If there are limited job responsibilities in one of the work stations, a special conference will be called with the President of the Union, subject to Article 14.1 (Supplemental Agreement). Upon mutual agreement, a different work schedule may be implemented. Under no circumstances will an employee be scheduled for less than two (2) hours in a building.
- 21.12 The Union respects the right of the Board of Education to expect the employees to be physically fit to be on the job without numerous and erratic attendance patterns. Failure of employees to establish acceptable attendance patterns, may be subject to disciplinary action.
- 21.13 The Union respects the right of the Board of Education to establish reasonable hours of work not in conflict with terms of this Agreement. Employees are expected to be on the expected job on time. Employees failing to follow these regulations may be subject to disciplinary action.

- 21.14 The Union respects the right of the Board of Education to establish reasonable hours of work not in conflict with the terms of this Agreement. Employees are expected to complete the full shift, unless receiving permission of their supervisor to leave early. Employees failing to follow the regulation may be subject to disciplinary action.

## **ARTICLE 22**

### **Standard work Day and Week and Time-and-One-Half**

- 22.1 Employees shall be assigned to a regular shift.
- 22.2 A regular shift shall not exceed eight (8) working hours per day; however, a regular part-time custodian employee may be hired to work less than the standard day or week. Hours of employment for such custodian employee shall be those necessary for the adequate performance of the duties assigned to him.
- 22.3 A regular scheduled week shall not exceed forty (40) working hours.
- 22.4 Food Service Employees - The standard work day for food service employees is eight (8) hours and the standard work week is forty (40) hours, but a food service employee may be hired to work less than the standard day or week. Hours of employment for such food service employees shall be those necessary for the adequate performance of the school lunch and/or breakfast program.
- 22.5 If an employee is not required to work on any normal work day because of some special occasion which causes the closing of schools, the employee may be assigned duties within his group classification other than regular duties. If he is not assigned a duty, he shall receive pay for not to exceed two (2) days.

- 22.6 Any hours worked over an eight (8) hour shift, shall be paid at the rate of time-and-one-half which shall include any premium pay that the employee is entitled to. Should an employee be required to work on Saturday at time-and-one-half, or Sunday at double-time or a Holiday at double-time, this same principle shall apply if he is working a premium shift.
- 22.7 Any hours worked over forty (40) hours per week, shall be paid at the rate of time-and-one-half.
- 22.8 Hours worked on Saturday shall be at the rate of time-and-one-half, providing the employee has actually been credited with forty (40) hours of work that week. In addition, if the employee is sick or injured and unable to work and has exhausted his sick leave, such employee shall be credited with having actually worked those hours off, in order to determine if he shall receive over-time pay for Saturday work.

Less than full time employees - Hours worked on Saturday shall be at the rate of time-and-one-half providing the less than full time employees have worked their normal schedule for the preceding five (5) days inclusive of sick and personal time.

- 22.9 Double-time shall be paid for hours worked on Sunday and those holidays as indicated in this Agreement. Double-time on holidays means that an employee shall receive his holiday pay, plus double-time for all hours worked.
- 22.10 Overtime hours shall be divided as equally as possible among employees in the same group classification in their building. An up-to-date list showing overtime hours shall be posted weekly on the Union Bulletin Board in each building by the Chief Custodian and Head Cook. When

overtime is required, the person with the least number of overtime hours in that classification within the building, shall be called first by the Chief Custodian, Head Cook, Director of Maintenance and Operations, or Food Service Supervisor, in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee did not choose to work shall be charged against such employee to the extent of the average number of overtime hours of the employees working during that overtime period. The Chief Custodian, Head Cook, Director of Maintenance and Operations and Supervisor of Food Service, shall compute overtime hours from July 1, through June 30, of each year. Excess overtime hours shall be carried over each year and be subject to review at the end of each fiscal year.

- 22.11 All hours of work performed in the cafeteria, which hours are not part of the regular breakfast/hot lunch program, shall be paid at the rate of time-and-one-half, regardless of the number of straight time hours worked on the breakfast/hot lunch program.
- 22.12 An employee who has been hired, transferred or promoted within the Bargaining Unit from one building or department to another, such employee shall be placed at one (1) hour above the maximum shown on the current overtime sheet in that building or department to which said employee has been duly assigned. Proration shall prevail in cases where an employee is required to work on a regular basis in more than one building.

## ARTICLE 23

### Holidays

- 23.1 An employee whose regular work schedule includes any or all of the following days, shall receive a holiday with pay at the employee's current regular wage for such days:

New Year's Day

Good Friday

Monday immediately following Easter

Memorial Day

July 4

Labor Day

Thanksgiving Day

Friday after Thanksgiving

One full day immediately preceding Christmas

The full day immediately after Christmas, except when Christmas shall fall on a Saturday

Christmas Day

One full day immediately preceding New Year's Day, except when New Year's Day shall fall on a Saturday.

- 23.2 Employees shall have the option to use personal business days or vacation days for the remaining holiday between Christmas and New Year's Day.
- 23.3 Should a holiday fall on Saturday, Friday shall be considered as a holiday; should a holiday fall on Sunday, Monday shall be considered a holiday.
- 23.4 Food Service, Transportation and Transportation Aides employees shall be paid for all holidays that fall within the regular school year.

**ARTICLE 24**  
**Vacations**

24.1 An employee shall be eligible to receive accrued vacation benefits after six (6) months seniority employment.

24.2 An employee shall earn credits toward vacation with pay in accordance with the following schedule:

1st Year.....	5/6 of a day per month commencing from the first day of seniority employment
2nd through 5th Year ..	10 days
6th Year.....	11 days
7th Year.....	12 days
8th Year.....	13 days
9th Year.....	14 days
10th Year.....	15 days
11th Year.....	16 days
12th Year.....	17 days
13th Year.....	18 days
14th Year.....	19 days
15th Year.....	20 days
16th Year.....	21 days
17th Year.....	22 days
18th Year.....	23 days
19th Year.....	24 days
20th Year.....	25 days

24.3 Credit shall be reduced one (1) day per month for any part of a month in which an employee receives pay for less than the majority of the scheduled working days in that month.



- 24.4 It is desirable that vacations be taken during summer vacation or when school is not in session, such as Thanksgiving, Christmas, or Easter. However, vacation, or portions of vacations should be completed one (1) week prior to opening of school in the fall. This provision does not preclude opportunity for the Superintendent or his Designee to consider unique vacation requests or vacation requests at other times of the year as long as in his judgment, respective operational assignments are adequately covered.
- 24.5 Vacations shall be taken in a period of consecutive days, except vacations may be split into one or more weeks; providing no scheduling shall, in the judgment of the Superintendent or his Designee, detrimentally affect operational assignments.
- 24.6 Transportation and Food Service employees will only have as vacation days those days indicated on the school calendar when school is not in session and are not school holidays.

Transportation employees and Transportation Aide employees required to work on a vacation day will receive vacation pay at the regular rate and time and one-half for actual hours worked.

Transportation employees will be paid vacation days, those days indicated on the school calendar when school is not in session, and holidays for a minimum of five (5) hours or their regular daily run, whichever is greater.

- 24.7 A vacation may not be waived by an employee and extra pay received, provided, however, if an employee becomes hospitalized or totally disabled and under the care of a duly licensed physician during his vacation, his vacation

shall be rescheduled. In the event such disability continues through the year, he shall be awarded payment in lieu of vacation.

- 24.8 Choice of vacation time shall be governed by classification seniority. However, each Chief Custodian shall schedule vacations of the custodians within his building, for submission to the Superintendent or his Designee so that operational assignments shall not be detrimentally affected.
- 24.9 The Administration may grant unpaid personal leave to extend an employee's vacation period, not to exceed thirty (30) working days, with thirty (30) days prior notice given by the employee.

## **ARTICLE 25**

### **Advance Pay**

- 25.1 If an employee's regular pay day falls during his vacation, he may receive that pay check in advance before going on vacation, providing he files with the Employer, a written request for payment of that check, at least three (3) weeks before commencement of his vacation.
- 25.2 If an employee is laid off or retired, he shall receive any unused vacation credit including that accrued in the current calendar year.
- 25.3 Employees shall be paid their current wage rate while on vacation and will receive credit for any benefits provided for in this Agreement during such time.

**ARTICLE 26**  
**Bulletin Boards**

- 26.1 The employer shall provide bulletin boards in each building which may be used by the Local Union for posting notices of the following types:
1. Notices of recreation and social events
  2. Notices of elections
  3. Notices of results of elections
  4. Notices of meetings
  5. Overtime lists
  6. Collective Bargaining Contract and Supplements
- 26.2 A copy of notices shall be forwarded to the Employer.
- 26.3 The bulletin boards shall not be used by the Local Union for disseminating propaganda, and among other things, shall not be used by the Local Union for posting or distributing pamphlets that shall be detrimental to the Employer/Employee relationship.

**ARTICLE 27**  
**Rates for New Positions**

- 27.1 When a new position is placed in the Bargaining Unit and cannot be properly placed in an existing classification, the Employer shall notify the Union, prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, the issue shall be subject to negotiations.
- 27.2 The Union recognizes, however, the Employer's right to manage its affairs, direct the work force, establish classifications and rate structures.

## **ARTICLE 28**

### **Jury Duty**

- 28.1 An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay.
- 28.2 An employee required by the Employer to make a court appearance on behalf of the District shall suffer no loss in pay.

## **ARTICLE 29**

### **Safety**

- 29.1 The Chief Custodian shall make a report of unsafe conditions to the Superintendent or his Designee. It is recognized that the Union may continue making recommendations to the Safety Committee Chairman of alleged neglect in repairing unsafe conditions and conditions detrimental to the health of the employees.

### **Letter of Understanding**

- 29.2 Major removal and encapsulation projects identified in the Asbestos Management Plan for the East Detroit Public Schools will be performed by licensed and approved asbestos contractors. Small removal projects, specifically pipe wrapping within the operation and maintenance guidelines, will also be performed by the Local maintenance workers who have attended and passed the necessary training to perform the removal.

The following guidelines will prevail:

1. Projects will normally be scheduled outside the normal working day and will be identified as

overtime work. If asbestos contractors are working in the building however, projects may be scheduled during the working day. They will be paid at the asbestos abatement rate. Emergency repairs will be performed during normal working hours.

2. Overtime will be rotated among certified employees based on the classification involved.
3. The hourly rate for employees involved in asbestos abatement work for 1998-99 involving asbestos removal procedures is:

1998-99	\$23.55 per hour
	\$35.84 overtime rate - per hour
1999-00	\$24.14 per hour
	\$36.74 over time rate - per hour

- 29.3 Substitute Employees are used to complete the work force when employees are absent due to sickness, personal business and vacation. They are also used to fill a vacancy resulting from an employee serving a trial period. They are also hired to supplement the work force during summer cleaning.

During lay-off, substitute employees will not be assigned to fill vacancies that occurred as a consequence of lay-off.

- 29.4 Compensatory time will be earned at the rate of two (2) hours for each one (1) hour worked. Compensatory time may only be used when school is not in session. To be implemented after contract ratification.

**ARTICLE 30**  
**Retirement**

- 30.1 Retirement within the bargaining unit will be governed by the applicable procedures of the Michigan Public Schools Employees Retirement Board.
- 30.2 The Board of Education will pay the Michigan State Employees Retirement Fund exclusive of MIP for the employee's share of the pension plan as required by law.

**ARTICLE 31**  
**Medical Examinations**

- 31.1 Employees may be required to have a medical examination paid for by the Board of Education. If the examination comes back detrimental to the employee, they (the employee) have the right to have an examination at their own expense, by the physician of their choice. In the event a conflict of opinion exists between the two physicians, management may request a physical examination of the employee at Ford Hospital or University Hospital, Ann Arbor, and shall assume full cost of such examination. The results will be final and binding on both parties.
- 31.2 Flu shots shall be provided for all employees at Board expense, provided the flu shots are taken on the employee's own time, at a place and time determined by the Board of Education.

Employees may elect their own provider for the flu shot and will be reimbursed to a maximum amount of \$10.00 after submitting proof of payment.

All members of the bargaining unit may be required to have on file evidence of freedom of TB.

If required, the Board will make provisions for free TB skin tests.

Any Local 120 member who is not provided with medical insurance shall be given the opportunity for a free chest x-ray upon evidence of a positive reaction to the tuberculin skin test or documentation of past positive reactions to the tuberculin skin test.

**ARTICLE 32**  
**Building Responsibility**

- 32.1 The Chief Custodian is charged with the responsibility of his assigned building, proper heating, ventilating and lighting, supervision of daily cleaning, performed by the custodians according to the cleaning standards of the District, proper care of lawn, shrubs, trees, etc., immediately adjacent to the building, as well as cleaning of sidewalks and paved play areas, general repair, maintenance of instructional equipment, heating and ventilating units, plumbing, receiving, storing and use of work during the school year; other related duties necessary for the efficient operation of the school building as may be assigned by his Supervisor. It is understood, however, that the Chief Custodian is relieved of his responsibility and shall not be held accountable for any damage occurring when the building is being utilized in his absence or in the absence of his representative.

**ARTICLE 33**  
**Hospitalization and Insurance**

- 33.1 The board shall pay the premiums for hospitalization coverage for full-time members of Local 120, transportation and head cook employees and their family at the current level of coverage. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended leave is due to the illness of the employee.
- 33.2 The Board shall provide members of Local 120 with an optional group health plan as mandated by the Federal Health Maintenance Act of 1976. Premiums for said plan shall not exceed those prescribed above.
- 33.3 The selection of the carrier shall be by the Board of Education with prior consultation with Local 120.

The Board will provide for a voluntary flexible benefit option.

- 33.4 The Board agrees to provide the following coverage:

**Hospitalization**

Room and Board	Best Semi-Private
Duration	365 days
Special Services	Reasonable and Customary
Maternity	Same as any other disability
Emergency Medical	Reasonable and Customary
Intensive Care Unit	Reasonable and Customary
In-Hospital Medical	Reasonable and Customary
Medical Consultation	Reasonable and Customary
Surgical	Reasonable and Customary
Obstetrical	Reasonable and Customary



Lab and X-Ray	Reasonable and Customary
Radiation Therapy	Reasonable and Customary
Organ transplant and kidney dialysis in private room or intensive care	Full Charge
Catastrophic Major Medical	Semi-Private
Prescription Drugs	Maximum \$3.00
Other Deductible	None
Benefit Percent	90%
Mental and Nervous	
In-Hospital	Reasonable and Customary
Out-Patient	75% Maximum; \$2,000 Annual
Maximum	Unlimited

After \$1,000 of covered expenses accumulate from deductible and co-insurance for calendar year per individual coverage is 100%.

- 33.5 Term insurance with double indemnity for accidental death will be provided as follows:

\$17,500 for less than full time employees  
\$35,000 for full time employees

- 33.6 Effective with the 1994-95 contract, a \$5,000 paid up life insurance policy shall be provided for all employees who retire on/or after October 1, 1994.

- 33.7 Dental Plan

The Board shall provide dental insurance coverage to each full time member of the Bargaining Unit as outlined.

The program will pay 80% of the reasonable fee for the services listed below for full time employees and eligible dependents. There is a maximum limit of \$1,500 for all benefits for each eligible member.

Services and limitations same as current contract.

Diagnostic Services	Examinations, X-rays
Preventive Services	Cleaning, fluoride treatments, space maintainers
Palliative Services	Emergency relief of dental pain and discomfort
Restorative Services	Repair of natural teeth with fillings and crowns
Endodontic Services	Treatment of the soft tissue inside the tooth, such as root canal therapy
Periodontic Services	Treatment of the gums and mouth tissue
Oral Surgery Services	Simple extractions, surgical extraction
Prosthodontia Services	Repairs, adjustments, relining of dentures and bridges
Adjunctive General Services	General anesthesia, miscellaneous services

Construction and installation of complete or partial dentures, bridges, fixed artificial teeth.

Limitations - Some benefits are limited to the number performed within a given time; others are limited to certain age groups; all procedures must be classified by the American Dental Association.

33.8 Optical Coverage

The Board shall provide each employee in the bargaining unit and their dependents with optical insurance equivalent to Plan V of the Co-op Optical Service.

**ARTICLE 34**

**Uniforms and Uniform Allowance**

34.1 Upon completion of their probationary period, all employees shall receive three (3) complete replacement of uniforms prior to June 30 annually.

In addition, employees will have the option of one (1) additional uniform or another garment(s) of comparable value from the same vendor.

Employee with five (5) years of service may elect to receive two (2) uniforms and select optional items of comparable value.

34.2 Color scheme, design, etc., shall be agreed upon by the Employer and members of the Local Union.

34.3 All employees in the Bargaining Unit shall be required to wear uniforms at all times while on duty.

34.4 The Board shall attempt to provide foul weather gear for Maintenance, Utilities and Grounds and Transportation employees.

**ARTICLE 35**

**Training and Allowances**

35.1 Employees approved to attend training sessions, workshops or seminars, shall have the expense of registration, travel,

room and board and any lost wages paid for by the Employer.

- 35.2 Food Service employees - five (5) members shall be permitted to attend the School Lunch Workshop not to exceed five (5) calendar days, and the School District shall pay the registration fees, room and board, and any lost wages.
- 35.3 Time spent in training classes that the State of Michigan or the Board of Education requires employees to attend, shall be paid for as outlined in 22.6.
- 35.4 Renewal fees for licenses required by the School District, shall be paid for by the Board.

Certification fee for head cooks and assistant cooks shall be paid by the Board.

- 35.5 Transportation employees will be required to undergo random drug testing within the guidelines established by Federal and State Law.
- 35.6 Scheduled overtime up to six (6) hours shall be granted to the chief and/or the assistant chief custodian for training new hires and promotional employees. Overtime will be authorized as needed by the Director of Maintenance/Operations.

### **ARTICLE 36**

#### **Wage Scale**

- 36.1 Wage schedule for 1998-99 and 1999-00 is as set forth in Appendix A. There is a 3% increase for 1998-99 and a 2.5% increase for 1999-00.

Calendar for 1999-00 shall be negotiated consistent with the provisions of Article 40.

**ARTICLE 37**  
**Severance Pay**

- 37.1 Upon the death or retirement of a member of the Bargaining Unit who has ten (10) to fifteen (15) years of service with the School District, said member shall be paid \$100 - 1998-99 and \$125 - 1999-2000 severance pay for each year employed by the School District.
- 37.2 Upon retirement or death of a member of the Bargaining Unit with fifteen (15) years or more service with the School District, the School District shall pay \$225.00 - 1998-99; \$250.00 - 1999-00; severance pay for each year employed by the School District.
- 37.3 To be eligible for severance, an employee must have worked for the District a minimum of ten (10) years. In the event of death, while the employee is employed, severance pay shall be paid to the employee's estate or beneficiary according to terms, conditions, and directions the employee may have designated with regard to his retirement benefits.
- 37.4 An employee who works less than twelve (12) months per year, shall be eligible for a prorated share of severance pay based on a ratio of his average hours worked per day to an eight (8) hour day, provided that his months of service, when computed equals ten (10) years of service.

## ARTICLE 38

### Longevity

- 38.1 All employees in the Bargaining unit, hired before October 1, 1990, averaging thirty-five (35) or more hours per week shall receive longevity payments in accordance with the following schedule:

	<u>98-99</u>	<u>99-00</u>
After 4 years	\$700	\$750
After 6 years	900	950
After 8 years	1,125	1,175
After 10 years	1,175	1,225
After 12 years	1,275	1,325
After 14 years	1,325	1,375
After 16 years	1,350	1,400
After 18 years	1,400	1,450
After 20 years	1,450	1,500
After 25 years	1,950	2,000
After 30 years	2,075	2,125

Employees hired after October 1, 1990 will receive longevity as follows:

	<u>98-99</u>	<u>99-00</u>
After 10 years	\$1,175	\$1,225
After 12 years	1,275	1,325
After 14 years	1,325	1,375
After 16 years	1,350	1,400
After 18 years	1,400	1,450
After 20 years	1,450	1,500
After 25 years	1,950	2,000
After 30 years	2,075	2,125

- 38.2 All Transportation, Transportation Aides and Food Service employees hired before October 1, 1990, averaging less than thirty-five (35) hours per week will receive longevity in accordance with the following schedule:

	<u>98-99</u>	<u>99-00</u>
After 4 years	\$600	\$650
After 6 years	650	700
After 10 years	775	825
After 15 years	990	1,040
After 20 years	1,075	1,125

All Transportation, Transportation Aides and Food Service employees hired after October 1, 1990 and averaging less than thirty-five (35) hours per week shall receive longevity as follows:

	<u>98-99</u>	<u>99-00</u>
After 10 years	\$775	\$825
After 15 years	990	1,040

- 38.3 An employee will receive his longevity allowance the first payroll period after his anniversary date of hire for which he is eligible.
- 38.4 If an employee is laid off or retired, he shall receive a prorated longevity payment, computed from his anniversary date.

### **ARTICLE 39**

#### **Mileage**

- 39.1 Employees required to use their own vehicle, will be reimbursed at the rate of 25 cents per mile, when said use has been authorized.

### **ARTICLE 40**

#### **Termination and Modification**

- 40.1 This agreement shall continue in full force and effect until 11.59 p.m., September 30, 2000.

- 40.2 If either party desires to terminate this Agreement, it shall at least sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same, prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party at least sixty (60) days written notice prior to the current year's termination date.
- 40.3 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, on ten (10) days written notice of termination, any amendments that may be agreed upon, shall become and be a part of this Agreement.
- 40.4 Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to: Michigan AFSCME Council 25, 600 W. Lafayette, Suite 500, Detroit, MI 48226 and if to the Employer, addressed to: 15115 Deerfield, Eastpointe, 48021; or to any such address as the Union or the Employer may make available to each other.

**ARTICLE 41**  
**Conflict with Federal and State Laws**

- 41.1 This Agreement has been negotiated and executed and shall be controlled by all applicable Federal and State Laws, including any amendments that may hereafter be made during the life of the contract, and wherever the



terms of this contract are found to be in conflict with the provisions of law, the parties hereto agree to proceed to re-negotiate such conflicting provision, or provisions, and until such re-negotiation has been completed, such provision, or provisions, in conflict shall be void.

**ARTICLE 42**  
**Designation of Terms**

- 42.1 The pronouns and relative words herein used are written in the masculine and singular only. Such words shall be read as if written in plural, feminine or neuter.
  
- 42.2 Unless otherwise designated, coverage of benefits within this agreement for transportation aide and food service personnel shall apply only to those employees who work a minimum of eight (8) hours per day.

East Detroit Public Schools  
Schedule A  
1998-99

START            AFTER            AFTER            AFTER  
                         6 MONTHS    1 YEAR        2 YEARS

**MAINTENANCE**

Electrical/Plumbing	18.62	19.70	20.81	21.90
Carpentry	17.15	18.16	19.17	20.17
Painter	15.97	16.90	17.85	18.79

Chief Custodian—High School	17.15	18.16	19.17	20.17
Chief Custodian—Middle School	14.62	15.47	16.34	17.18
Chief Custodian—Elementary & Administrative Center	14.14	14.97	15.79	16.62
Utility Garage	14.14	14.97	15.79	16.62
High School—1st Assistant Chief Custodian	14.10	14.92	15.74	17.07
High School—2nd Assistant Chief Custodian	13.09	13.85	14.63	15.39
Middle School Assistant Chief Custodian	13.58	14.36	15.16	15.95
Utility & Grounds	13.47	14.27	15.07	15.86
Middle/Senior High School Day Custodian	12.91	13.67	14.42	15.18
Night Custodian	12.55	13.29	14.03	14.76
Transportation	11.85	12.54	13.23	13.93
Transportation Aide	9.04	9.04	9.04	9.29

**FOOD SERVICE EMPLOYEES**

Head Cook	10.75	11.85	12.02	12.91
Assistant Cook	8.78	9.29	9.81	10.59
Helpers/Elementary Hostess	8.36	8.85	9.34	9.84

**Premiums**

Summer Cleaning	10.56		Night Leader	0.35
Asbestos Reg.	23.55		Second Shift	0.20
Asbestos Overtime	35.84		Third Shift	0.25
			Utility Grounds Leader	1.50
			Pool Technician	0.67

\* Night custodians will suffer no loss of pay for involuntary transfer to first shift

**East Detroit Public Schools  
Schedule A  
1999-00**

	START	AFTER 6 MONTHS	AFTER 1 YEAR	AFTER 2 YEARS
19.09	20.19	21.33	22.45	
17.58	18.61	19.65	20.67	
16.37	17.32	18.30	19.26	

**MAINTENANCE**

Electrical/Plumbing  
Carpentry  
Painter

Chief Custodian—High School  
Chief Custodian—Middle School  
Chief Custodian—Elementary & Administrative Center  
Utility Garage  
High School—1st Assistant Chief Custodian  
High School—2nd Assistant Chief Custodian  
Middle School Assistant Chief Custodian  
Utility & Grounds  
Middle/Senior High School Day Custodian  
Night Custodian  
Transportation  
Transportation Aide

17.58	18.61	19.65	20.67
14.99	15.86	16.75	17.61
14.49	15.34	16.18	17.04
14.49	15.34	16.18	17.04
14.45	15.29	16.13	17.50
13.42	14.20	15.00	15.77
13.92	14.72	15.54	16.35
13.81	14.63	15.45	16.26
13.23	14.01	14.78	15.56
12.86	13.62	14.38	15.13
12.15	12.85	13.56	14.28
9.27	9.27	9.27	9.52

**FOOD SERVICE EMPLOYEES**

Head Cook  
Assistant Cook  
Helpers/Elementary Hostess

11.02	12.15	12.32	13.23
9.00	9.52	10.06	10.85
8.57	9.07	9.57	10.09

**Premiums**

Summer Cleaning 10.82  
Asbestos Reg. 24.14  
Asbestos Overtime 36.74

Night Leader 0.35  
Second Shift 0.20  
Third Shift 0.25  
Utility Grounds Leader 1.50  
Pool Technician 0.67

\* Night custodians will suffer no loss of pay for involuntary transfer to first shift

## CALENDAR

1998-99

Thursday	November	27	Thanksgiving
Friday	November	28	Day after Thanksgiving
Thursday	December	24	Christmas Eve
Friday	December	25	Christmas Day
Monday	December	28	Day after Christmas
Tuesday	December	29	Christmas Break
Wednesday	December	30	Christmas Break
Thursday	December	31	New Year's Eve
Friday	January	01	New Year's Day
Friday	February	19	Winter Recess*
Monday	February	22	Winter Recess*
Friday	April	02	Easter Holiday
Monday	April	05	Easter Holiday
Monday	May	31	Memorial Day Holiday
Monday	July	05	4th of July - Holiday
Monday	September	06	Labor Day

**\*CONTINGENT ON SCHOOLS BEING CLOSED**

## CALENDAR 1999-00

To be negotiated.

## SCHEDULE "B"

### Job Description

Whenever job descriptions are required, they shall be posted and shall be accepted as constituting a comprehensive eight hour shift. During the regular eight hour shift, such items as wax stripping, exterior window washing, heavy repair, unusually large accumulations of snow, and boiler cleaning, shall be considered to be additional and shall, whenever possible, be accomplished when school is not in session.

Where job descriptions are detailed, it is recognized that it is impossible to be absolutely specific and to include each and every duty. The job descriptions are intended as illustrative and each employee recognizes the concept that he is a member of a work force which has a total job to accomplish. An assistant chief custodian may, on occasion, do the tasks listed for a chief custodian. A chief custodian may at times do the work or work with a custodian, etc. The same may occur within the confines of the Maintenance Department category. Should, through illness or other reason, the Superintendent or his Designee assign for a temporary extended period, for one day or longer, an employee from one classification to another classification, then such employee shall receive the wage scale to the classification assigned, providing it is the same or a higher wage scale. This shall not be constructed to permit the employer to use a succession of employees for temporary periods to avoid employing additional employees. If an employee is called in for overtime work, he shall receive the wage scale for the classification assigned, providing it is the same or a higher wage scale.

In the event there is an opening for an elementary night custodian leader in any building, the job shall be posted for seniority bids as outlined in Article 16 and 17 of this Agreement. The night leader shall be responsible for building security and serve as liaison person between the chief custodian and any custodians assigned that shift.

#### **Chief Custodian and Assistant Chief Custodial Classification**

- (a) The chief custodian and assistant chief custodian shall be directly responsible to the building principal (or administrative designee) and to the Director of Maintenance and Operations (or his representative) in order to provide adequate instructional environment for students and

instructors, and to provide the requirements for use of the building by outside groups.

(b) The duties, responsibilities and description of work to be performed by this classification of employees in the building to which they are assigned are as follows:

1. Supervision of custodians assigned to the building;
2. Training of custodians assigned to the building relative to methods of cleaning and care of buildings, grounds, and equipment and teaching of the standard operating procedure in case of emergency;
3. Preparation of work orders, work schedules, operational rental and other reports as required;
4. Checking, verification and filing of time cards (inclusive of overtime requests), daily absence and attendance cards;
5. Providing security checks of the school building during the work week and other periods as directed;
6. Distribution of communications to custodians assigned to the school building;
7. Providing proper and efficient heating, ventilation and lighting in the school buildings as the mechanical equipment of the building permits;
8. Making minor repairs to the school building and equipment;
9. Receiving, storing, distributing and assisting in the receiving, storing and distribution of supplies and equipment to the school building;
10. Performing duties of the custodial classification as set forth hereafter.

**Middle--Senior High School  
Day Custodian**

- (a) The custodian shall be directly responsible to the chief custodian and/or assistant chief custodian within his assigned building.
  
- (b) The duties, responsibilities and description of work to be performed by this classification of employees in the building to which they are assigned are as follows:
  - 1. Inspect stairs, railing, treads, panic devices and exit walk parking lots, fire extinguishes, athletic fields and equipment to ensure that no unsafe conditions exist;
  - 2. Inspects, adjusts, lubricates and makes minor repairs to all hardware. Adjusts door closures, holders and stops;
  - 3. Operates or supervises operation of such equipment in the auditorium as directed;
  - 4. Receives, and stores milk as part of the milk program. Gathers empty containers and prepare for disposal;
  - 5. Sets up and removes tables and chairs for lunch and special meetings as may be scheduled;
  - 6. Performs miscellaneous work such as washing windows, changing light bulbs, replacing broken glass, washing and waxing furniture;
  - 7. Properly displays the United States Flag as directed;
  - 8. Reports any apparent malfunction of equipment or damage to the building to the proper authority for required action;
  - 9. Performs duties of the custodial classification as set forth herein.

### **Custodial Classification**

- (a) The custodian shall be directly responsible to the chief custodian and/or assistant chief custodian within his assigned building.
  
- (b) The duties, responsibilities and description of work to be performed by this classification of employees in the building to which they are assigned are as follows:
  - 1. Providing efficient operation of all heating, plumbing, electrical and ventilation systems;
  - 2. Cleaning of all descriptions within the building as well as exterior glass, entrance ways and a reasonable amount of walks leading to entrances and playgrounds immediately adjacent to school;
  - 3. Removal of debris from roofs and gutters;
  - 4. Minor repairs including replacement of belts for univents, fan system, etc., student and teacher desks, heating and plumbing systems, electrical systems, and replacement of light bulbs;
  - 5. Trimming of lawns, small lawn areas, trimming of shrubs, and cultivation and weed removal in shrub and flower beds;
  - 6. Minor painting of equipment and painting in some areas in lieu of wall washing;
  - 7. Varnishing furniture, bleachers, gym floor, doors and adjacent frames;
  - 8. Setup and removal of furniture required for special events or teaching, and loading and unloading of school district supplies or equipment.
  
- (c) The senior assistant chief custodian shall be in charge in the absence of the chief custodian. The senior custodian in the building will be in charge in the absence of the chief custodian when there is no assistant chief custodian assigned.



The elementary night leader will replace the chief custodian during their absence.

### **Maintenance Classification**

- (a) Maintenance employees shall be directly responsible to the Superintendent or his Designee.
- (b) The duties, responsibilities and description of work to be performed by this classification of employees are as follows:
  - 1. Major carpenter work involving:
    - a. Furniture repair;
    - b. Construction of various types of cabinets, shelves, etc.;
    - c. Repair of doors, frames, windows, etc.;
    - d. Repair and installation of all types of hardware;
    - e. Roofing repairs;
    - f. Minor brick, block or concrete work;
    - g. Wall, ceiling and floor repairs.
  - 2. Major electrical work involving:
    - a. Installation of certain types and amounts of conduit and wiring;
    - b. Repair or replacement of motors, switches, controls, ballasts, etc.;
    - c. Checking and repair of electrically operated equipment;
    - d. Checking and repairing electrical shorts, circuits and fuses;
    - e. Installation and/or repair of light fixtures.
  - 3. Major plumbing work involving:
    - a. Repair or replacement of the following: piping, valves of all types, faucets of all types and controls of all types;

- b. Repair or replacement of the following: wash basins, toilet stools, urinals and hot water heaters;
  - c. New installations of plumbing items as may be required.
4. Major heating work involving:
- a. Repair or replacement of the following: piping, valves of all types, expansion sleeves and controls;
  - b. Service and repair or replacement of heating units;
  - c. Service and repair of boiler burners.
5. Major painting, patching and caulking:
- a. Building interiors: classrooms, offices, corridors, etc., and equipment;
  - b. Building exteriors: doors and frames, trim and sash.
6. Miscellaneous maintenance and transportation, if required:
- a. Glass replacement;
  - b. Repair and marking of track;
  - c. Repair of playground equipment and fences;
  - d. Setup and removal of furniture and equipment for special events or teaching requirements;
  - e. Loading and unloading of school district supplies or equipment;
  - f. Playground or athletic equipment;
  - g. Fences;
  - h. Parking and safety stripping;
  - i. Operation of vehicle for regular and special uses;
  - j. Operation of all types of equipment as indicated by job requirements;
  - k. First echelon maintenance of all equipment used by the department;
  - l. Make written vehicle reports;
  - m. Be responsible for maintenance of vehicle assigned;

- n. Transportation and delivery of election supplies and records;
- o. Remove snow and apply needed material to keep parking areas, walks, etc., free of ice.

### **Utility and Grounds Leader**

- (a) The Utility and Grounds Leader shall be directly responsible to the Superintendent or his Designee.
  - 1. Any employee assigned as the utility and grounds leader shall have or procure a commercial driver's license before the forty-five (45) day trial period is completed. Exceptions to the time lines may be made dependent on the availability of training and testing. Failure to obtain the license will be grounds for re-classification. If the employee loses his commercial driver's license by due process of law, or is found guilty of carrying unauthorized persons or materials, such action shall constitute grounds for re-classification.
  - 2. Any employee assigned as the utility and grounds leader shall have or obtain the necessary chemical and/or pesticide certification required for pesticide and weed killer application before the forty-five (45) day trial period is completed. Exceptions to the time line may be made dependent on the availability of training and testing. Failure to obtain the appropriate certification will be grounds for re-classification. If the employee fails to maintain and upgrade, as mandated by State or Federal regulations, certification it will constitute grounds for re-classification.
  - 3. The duties, responsibilities and description of work performed by employees in this classification are as follows:

- a. Distribution of work orders and coordination of the workload to include mail person when deliveries are completed.
  - b. Coordination of maintenance on vehicles and equipment in the department.
  - c. Coordination of overtime for snow plowing, Board runs, salting, and other necessary duties as directed.
  - d. Coordination and supervision relative to spraying pesticides and weed killers.
  - e. Performing all duties of the utility and grounds classification as set forth hereafter.
4. The utility and grounds leader will waive any right, by seniority, to accept a temporary assignment to a higher classification.
  5. The utility and grounds leader will be selected from current Utility and Grounds employees.

#### **Utility and Grounds Employees**

(a) Utility and Grounds Employees

1. If an employee assigned to the utility and grounds classification loses his chauffeur's license by due process of law, or is found guilty of carrying unauthorized persons or materials, such action shall constitute grounds for re-classification of employee.

Any employee promoted or transferred to utility and grounds after October 1, 1995, shall procure a commercial driver's license before the forty-five (45)

day trial period is completed. Exception to the time lines may be made dependent on the availability of training and testing. Failure to obtain the license will be grounds for re-classification. If the employee loses his commercial driver's license by due process of law, or is found guilty of carrying unauthorized persons or materials, such action shall constitute grounds for re-classification.

2. Employees classified as Utility and Grounds employees, shall be directly responsible to the Superintendent or his Designee.
3. The duties, responsibilities, and description of work to be performed by this classification of employees are as follows:
  - (a) Driving
    - (1) Drive and/or operate assigned equipment;
    - (2) Load and unload supplies and equipment;
    - (3) Make written vehicle reports;
    - (4) Be responsible for safety upkeep of vehicle to which assigned;
    - (5) Deliver and/or realign school equipment and supplies;
    - (6) Deliver and/or erect and dismantle scaffolding at job site.
  - (b) Services
    - (1) Replace glass and/or make temporary covering until glass is available;
    - (2) Assembling furniture or equipment that does not infringe on other classification;

- (3) Assist other employees in the performance of their duties when they are in need of help to hold, lift, or secure work;
- (4) Transportation and delivery of election supplies and records;
- (5) Delivery of school mail as required.

(c) Grounds

- (1) Police grounds -- keep clean of debris;
- (2) Keep grass and lawns cut;
- (3) Make minor repairs to parking areas, sidewalks, and fencing;
- (4) Keep grounds equipment in good maintenance;
- (5) Trimming of trees and shrubs;
- (6) Remove snow and apply needed material to keep parking areas, walks, etc., free of ice.

(d) Maintenance of Equipment

- (1) First echelon maintenance of assigned equipment;
- (2) Maintenance of garage as prescribed.

**Utility Garage Employees**

(a) The Utility Garage employee shall be directly responsible to the Superintendent or his Designee.

1. If an employee assigned to the utility garage classification loses his chauffeur's license by due process of law, or is found guilty of carrying unauthorized persons or materials, such action shall constitute grounds for re-classification of employee.

Any employee promoted or transferred to utility and garage after October 1, 1995, shall procure a commercial driver's license before the forty-five (45) day trial period is completed. Exception to the time lines may be made dependent on the availability of training and testing. Failure to obtain the license will be grounds for re-classification. If the employee loses his commercial driver's license by due process of law, or is found guilty of carrying unauthorized persons or materials, such action shall constitute grounds for re-classification.

2. The duties, responsibilities and description of work to be performed by this classification are as follows:
  - a. Clerical
    - (1) Handle receivers;
    - (2) Make shipping manifests;
    - (3) Keep inventory record of tools and equipment and be responsible for allocation;
    - (4) Handle incoming calls relative to service;
    - (5) Receive and allocate supplies.
  - b. Driving
    - (1) Drive and/or operate assigned equipment;
    - (2) Load and unload supplies and equipment;
    - (3) Drive buses but not to conflict with regular drivers' scheduling.
  - c. Cleaning
    - (1) Offices;
    - (2) Shop areas;
    - (3) Garage area;
    - (4) Building exterior;
    - (5) Entrance ways;

- (6) Showers, toilets, etc.;
- (7) Unit Ventilators;
- (8) Compressors;
- (9) Incinerator;
- (10) Exhaust fans;
- (11) Grease traps;
- (12) Equipment.

d. Minor Repairs

- (1) Replace broken glass;
- (2) Replace light bulbs;
- (3) Tire changes.

e. Painting

- (1) Minor painting where needed to keep premises neat;
- (2) Minor painting of equipment.

NOTE: The above list is not necessarily all inclusive, but is indicative of the many and varied areas involved. The assignments are not to conflict with the regular duties of the utility and grounds employees.

In the event of an unresolved dispute between the Union and the Superintendent or his Designee relative to duties of each classification, either party may request a special conference to resolve the issue.

### **High School Pool Technician**

Any employee promoted or transferred to pool technician after October 1, 1995, shall attend and complete a commercial pool operators program within their trial period. Exceptions for the time lines may be made dependent on availability of training. In addition, the employee will attend chemical training programs appropriate to the responsibilities.



Failure to complete the requirements will be grounds for re-classification.

**Pool Technician Responsibilities:**

Monitor chlorine and P.H.; add chemicals as required to maintain acceptable levels;  
Maintain records as required;  
Vacuum pool on a scheduled basis to maintain clean water;  
Clean and maintain areas as assigned;  
Maintain pool filter system;  
Monitor all piping and drains associated with the pool;  
Backwash pool as required - maintain records on timing and procedures;  
Lubricate pumps and motors as required - maintain records on timing of lubrication, types of lubricant and amounts of lubricant;  
Check and adjust pressures as required (maintain pool level);  
Monitor earth machine and keep up to date records;  
Order pool material as required;  
Maintain lighting and cleanliness around the pool and tunnel area.

**Transportation Employees**

- (a) Transportation employees shall be directly responsible to the Superintendent or his Designee.
- (b) If an employee assigned to transportation loses his chauffeur driver's license by due process of law, or is found guilty of carrying unauthorized persons or materials, such action shall constitute grounds for disciplinary action.
- (c) The duties, responsibilities and description of work to be performed by this classification are as follows:

1. Transportation employees will be employed during the scheduled school year to transport school children as specified:
  - a. Special education students to and from school;
  - b. General student transportation within the district;
  - c. Athletic and school sponsored competition consistent with Board Policy;
  - d. School field trips as may be assigned;
  - e. Any school group attending a school sponsored or extra curricular activity outside the district and intending to use a private carrier, not paid by the district, will contact the Transportation Department. The Transportation Department and Union will be allowed the opportunity to bid on the trip based on wages, benefits (retirement (FICA) and fixed costs.
2. Obeys all traffic laws.
3. Observes all mandatory safety regulations for school buses.
4. Maintains discipline when students are on bus.
5. Reports undisciplined students to the proper authority.
6. Keeps assigned bus clean.
7. Keeps to assigned schedule.
8. Checks bus before each operation for major mechanical defects.
9. Notifies the proper authority in case of mechanical failure or lateness.
10. Discharges students only at authorized stops.
11. Exercises responsible leadership when on out-of-district school trips.
12. Transports only authorized students.
13. Reports all accidents and completes required reports.
14. Accept responsibility for identifying and reporting unsafe conditions regarding vehicle to which assigned.

### **Transportation Aide Employees**

- (a) Transportation aide employees shall be directly responsible to the Superintendent or his Designee.
- (b) The duties, responsibilities and description of work to be performed by this classification are as follows:
  - (1) Assist the bus driver in maintaining good student conduct on the bus.
  - (2) Assist young or disabled students in getting on and off the bus.
  - (3) Assures that students get on and off the bus in an orderly fashion.
  - (4) Collects and turns over to the maintenance secretary those personal items left on the bus by students.
  - (5) Reports undisciplined students to the proper authority.
  - (6) Reports all accidents involving students to the proper authority.

### **Food Service Employees**

- (a) Food Service Employees shall be responsible to the building principal and the Director of Food Services.
- (b) The duties, responsibilities, and description of work to be performed by this classification are as follows:

#### **Head Cook**

- (1) Instruct kitchen personnel in safe, proper and efficient use of all kitchen equipment;
- (2) Maintain the highest standards of safety and cleanliness in the kitchen;
- (3) Prepare food according to a planned menu and ensure that the finished product is of the best quality both in flavor and appearance;

- (4) Supervise the daily cleaning of all kitchen equipment and the washing and sterilizing of all dishes, silverware and utensils;
- (5) Prepare purchase order and invoice for payment;
- (6) Assist in balancing and analyzing financial status of building food service;
- (7) Assist in coordinating deliveries and exchanges of purchases;
- (8) Prepare required reports;
- (9) Successful completion of Sanitation and Safety 120. Successful completion of the "Sanitation Certification Program" through the Michigan Department of Health within the time frame established by the availability of training and testing.

#### **Assistant Cook**

Assist head cook, as required;  
Assume responsibility for cafeteria operation in the absence of head cook;  
Successful completion of Sanitation and Safety 120.  
Successful completion of "Sanitation Certification Program" through the Michigan Department of Health within the time frame established by the availability of training and testing.

#### **Helpers**

Setting up food counters;  
Serving students;  
Cleaning;  
Assisting cook or assistant cook;  
Taking cash;  
Substituting for absent staff in cafeteria;  
Successful completion of Sanitation and Safety 120 within the time frame established by the availability of training and testing.

#### **Head Hostess**

Assist in preparing purchase orders;

Assist in preparing invoices for payment;  
Assist in balancing and analyzing financial status of food service;  
Assist in coordinating deliveries and exchanges of purchases;  
Assist in preparing required reports;  
Successful completion of Sanitation and Safety 120.  
Successful completion of "Sanitation Certification Program" through the Michigan Department of Health within the time frame established by the availability of training and testing.

**Elementary Hostess**

Order packaged meals and coordinate deliveries and exchange as needed;  
Heat and serve packaged lunches to students;  
Clean food service areas as required;  
Assist in balancing and analyzing financial status of program;  
Maintain records as required;  
Successful completion of Sanitation and Safety 120 within the time lines established by the availability of training and testing.

In Witness Whereof, the parties hereunto have caused this instrument to be executed the day and year first above written.

**LOCAL NO. 120 AFFILIATED WITH MICHIGAN COUNCIL  
25 AND CHARTERED BY THE INTERNATIONAL UNION  
OF THE AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES**

**BY:**

Danny Pollet, President

*Danny J Pollet*

Kenneth Muir, Vice President

*Kenneth R Muir*

James Funtukis, Chief Steward

*James Funtukis*

Daniel Czyzniewski, Member

*Daniel Czyzniewski*

Patricia Linke, Member

*Patricia Linke*

Nancy McAleer, Member

*Nancy McAleer*

Alan Olinzock, Member

*Alan Olinzock*

Victoria St. Mary, Member

*Victoria St. Mary*

Mark Swiantaniowski, Member

*Mark Swiantaniowski*

William McCabe, Member

*William McCabe*

Council No. 25 Staff Representative, William Brown

**EAST DETROIT PUBLIC SCHOOLS  
MACOMB COUNTY, MI**

**BY:**

Larry Burton, President

Veronica Klinefelt, Vice President

Bettie Huebner, Secretary

Corrinne Harper, Treasurer

Joseph Croff, Trustee

Karen DeGrande, Trustee

Craig Wodecki, Trustee

**BOARD NEGOTIATIONS TEAM**

**BY:**

Raymond J. Berlin, Negotiations Chairperson

Frank Brasza, Member

Steve Lopiccola, Member

