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Grosse Pointe  
Public Schools

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Our Proven Tradition*

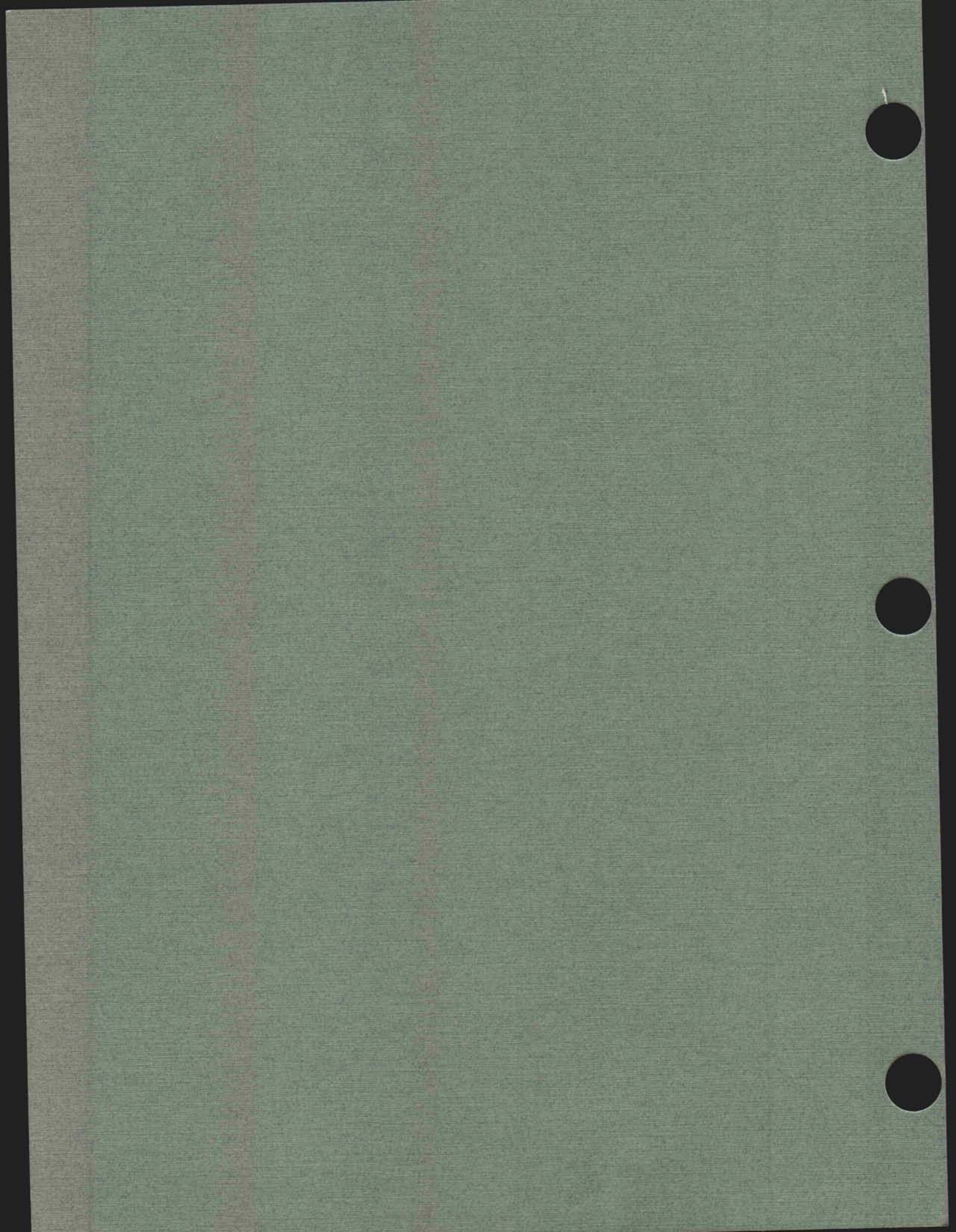
*Grosse Pointe Public Schools*

MASTER AGREEMENT  
1998 - 2001

*The Grosse Pointe Public School System*

*The Grosse Pointe Plant and Cafeteria Association/MEA*

389 St. Clair  
Grosse Pointe, Michigan 48230



AGREEMENT BETWEEN  
**THE GROSSE POINTE PUBLIC SCHOOL SYSTEM**  
 AND  
**THE GROSSE POINTE PLANT AND  
 CAFETERIA ASSOCIATION/MEA**  
 1998-2001

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## **ARTICLE 1**

### ***Preamble***

1.1 WHEREAS, the Association is the exclusive representative, for the purposes of collective negotiations with the Board with respect to rates of pay, wages, hours of employment, and other conditions of employment of the employees covered by this Agreement; and

1.2 WHEREAS, following extensive negotiations, certain understandings have been reached between representatives of the Board and the Association concerning such matters for the years 1998-2001.

1.3 NOW, THEREFORE, in consideration of the following mutual covenants, the Association and Board hereby agree as follows:

## **ARTICLE 2**

### ***Recognition***

2.1 The Board recognizes the Association as the sole and exclusive bargaining representative for all full time Plant and Cafeteria employees and those part time employees regularly scheduled to work four (4) or more hours per day, Plant Personnel and Cafeteria employees identified in Appendix A and Appendix B hereto, (but excluding the High School Plant Manager at each of the Board's high schools, the Warehouse Supervisor, the Cafeteria Supervisor and all other supervisors and administrators as defined by law, and all temporary, substitute, and part time employees regularly assigned to work less than four (4) hours per day), in all matters of disputes or grievances which may arise during the term of the Agreement as to the application, interpretation or compliance of either party as to its rights under the Agreement. All such employees of the Board covered by this Agreement are hereinafter referred to as "employees".

## **ARTICLE 3**

### ***Rights of the Board***

3.1 There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of the Agreement, which rights shall include by the way of illustration, the following:

3.2 To manage and administer the School System, its properties and facilities and to direct its employees in the course of their duties.

3.3 To hire all employees, including part time, temporary and substitute employees, and determine the qualifications for their employment.

3.4 To establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions which are not inconsistent with the provision of this Agreement or violate law, and

3.5 To determine future staffing needs of the bargaining unit.

3.6 None of the foregoing rights shall be exercised in such a manner as to conflict with any other express provision of this Agreement.

## **ARTICLE 4**

### ***Fair Employment Practices***

4.1 The Board agrees that neither it nor any of its administrative agents shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, non-disabling handicap, political activities, or membership or participation in the activities of the Association or any other employee organization. However, no matter arising under this paragraph shall be subject to the arbitration provision set forth in Article 6.

4.2 The Association agrees that it shall admit all employees to its membership without discrimination by reason of race, creed, color, national origin, sex, age, marital status, non-disabling handicap, or membership or participation in the activities of any other employee organization. Membership in the Association shall not be required as a condition of employment of any employee with the Board.

## **ARTICLE 5**

### ***Rights of the Association***

#### **ACCESS TO BOARD INFORMATION**

5.1 The Board agrees to furnish to the Association, upon reasonable request, such information concerning the financial resources of the School District, which by law is available to its residents. In addition, the Board will furnish the Association, upon reasonable request, other available information that will assist the Association in preparing for negotiation of a subsequent collective bargaining agreement or is necessary for the Association to process any grievance in the grievance procedure.

5.2 The Association shall be advised by the Board of any new or modified fiscal, budgetary, or tax programs which are proposed or under consideration, and the Association shall be given reasonable opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.

5.3 It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of the Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board and during the term of this agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.



## PAYROLL DEDUCTIONS

- 5.4 The Board agrees to deduct from the salaries of employees dues for the Association, when voluntarily authorized in writing by each employee desirous of having his dues deducted.
- 5.5 Individual authorization forms shall be furnished to the Board by the Association and, when executed, filed by the Association with the Business Office.
- 5.6 Authorizations filed with the Business Office on or before July 1, shall become effective with the first paycheck within thirty days after the filing of the authorization.
- 5.7 Authorizations, once filed with the Business Office, shall continue in effect until revoked by the employee on a form available from the Association and filed with the Business Office provided, a revocation filed after the first duty day of a year shall not be effective until the first paycheck of the succeeding year.
- 5.8 Dues shall be deducted in equal installments, beginning with the first paycheck of each new year.
- 5.9 The Association shall, at least thirty (30) days prior to the beginning of each year, give written notification to the Business Office of the amount of its dues which are to be deducted in that year under such authorizations. The amounts of the deductions for these dues shall not be subject to change during that entire year.
- 5.10 For purposes of this Article, the term "year" shall mean the twelve month period beginning with July 1<sup>st</sup> of each calendar year.
- 5.11 Dues deducted shall be sent to the Association within thirty (30) days of receipt under procedures to be established by the Board's Business Office.
- 5.12 The right to refund to employees monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.
- 5.13 The Board agrees to continue to make voluntary payroll deductions, upon written authorization therefore, from the salaries of employees for the following: Tax Sheltered Annuities, Hospitalization insurance rider premiums, U.S. Savings Bonds purchases, the Detroit Teachers' Credit Union and United Foundation pledges; and agrees to disburse these deductions for the purposes intended. Procedures for these payroll deductions shall be established by the Board's Business Office.
- 5.14 The Board agrees, upon written authorization of the employee, to make available the opportunity for direct deposit of the employee's paycheck to the bank, credit union or other appropriate institution that accepts this process. Procedures for this process will be established by the Business Office and be implemented within 60 days of the ratification of this agreement.
- 5.15 Officers or designated representatives of the Association may be granted with the approval of the Director of Human Resources, short leaves of absence, with or without pay, to participate in area, regional, or state organizational or business activities of the Michigan Education Association to the extent necessary to fulfill the business functions of the Association and allowable under the law.

## RELEASED TIME FOR PRESIDENT

5.16 The President or his designated representative shall be granted fifteen (15) days per year of paid released time to serve the Association for purposes of administering the conditions of this contract. The Association shall reimburse the Board for one-half of the cost of a substitute for the President or his designated representative. All released time will be arranged by mutual agreement between the President of the Association or his designated representative and his supervisor.

## AGENCY SHOP

5.17 Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of his employment, shall tender as a fee to the Association, the amount certified by the Association which shall be in accordance with law provided, however, that the employee may authorize payroll deductions for such fee in the same manner as provided in Paragraphs 5.4-5.7 hereof. The Association agrees to explain to any employee who is an Agency Fee Payer his legal rights as determined by the courts under this Agency Fee Provision.

5.18 In the event that an employee shall refuse to tender such fee directly to the Association or authorize payment through payroll deduction as provided in Paragraphs 5.4-5.7 hereof, the Board shall upon motion of the Association cause the termination of employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

5.19 The procedure in all cases of discharge for violation of this Article shall be as follows:

5.20 The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) working days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.

5.21 If the employee fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

5.22 In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to tender the Agency Shop fee.

5.23 The Association agrees to assume the legal defense of any suit or action brought against the Board, its agents or employees arising out of the implementation or enforcement of this provision. Furthermore, the Association agrees to indemnify the Board, its agents or employees for any costs or damages which may be assessed as a result of said suit or action.

## BUILDING FACILITIES

5.24 The Association and its members may use the Board of Education building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be made to the building administrator. The Association and its members may make reasonable use of Board of Education equipment and supplies at times and under procedures approved by

the building principals or Superintendent of Schools. The Association agrees to reimburse the Board for damage to equipment entrusted to its use and for any materials used for its purposes. The Association may post Association notices on any bulletin board ordinarily designated for Association use.

5.25 The Association shall have the right to use the inter-school mail service and designated bulletin boards for Association material, provided that such material is clearly identified and the Association accepts all responsibility for such material. The Association agrees that it will not use the mail service, or post on bulletin boards, materials or literature of a political nature.

## **BOARD AGENDA ITEMS**

5.26 The Association may submit agenda items for possible consideration at regular Board of Education meetings provided they are delivered to the office of the Superintendent of Schools in writing at least ten (10) working days prior to the regular meeting. A copy of the agenda shall be provided the Association's President prior to each regular meeting of the Board of Education.

## **ARTICLE 6**

### ***Grievance Procedure and Periodic Meetings***

#### **DEFINITIONS**

6.1 A "Grievance" shall mean a complaint by an employee, or a group of employees, or the Association, based upon an event, condition, or circumstance under which an employee works, allegedly caused by a violation, misinterpretation, or misapplication of established policy or of any provision of this Agreement.

6.2 An "Aggrieved Person" shall mean the person or persons making the complaint, either individually or through the Association.

#### **GENERAL PRINCIPLES**

6.3 The primary purpose of the procedure set forth in this Article is to insure, at the earliest level possible, equitable solutions to complaints or grievances. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

6.4 It shall be the firm policy of the Board to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his employment status.

6.5 Except as otherwise provided herein, any aggrieved person may be represented at all meetings and all hearings at all steps of the grievance procedure by another employee, or by another person; provided however, the aggrieved person shall in no event be represented by an officer, agent, or other representative of any employee organization other than the Association; and provided further, when an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all steps of the grievance procedure.

6.6 Nothing in this Agreement shall be interpreted to mean that an individual employee shall be prevented from presenting a grievance (or having an adjustment in an individual grievance) without the Association becoming directly involved, as long as any such adjustment does not violate the terms of this Agreement. The Association has the right to be present when such an adjustment is to be made. The Board further agrees to provide immediately to the Association a copy of all written grievances lodged and decisions rendered relative to these grievances, together with the supporting reasons for the decisions. All days in the grievance procedure shall be duty days.

6.7 The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal concerning the particular grievance.

6.8 If a grievance affects a group of employees and if in the judgment of the Director of Human Resources there is no authority to resolve the grievance at a lower level, such grievance shall be considered a "class" grievance and shall be commenced at step two. A "class" grievance under this section shall not be considered unless it is submitted in writing to the Director of Human Resources within fifteen (15) duty days after the event or occurrence, which is the basis of the grievance, became known to the President of the Association. As a condition to commencing a "class" grievance at step two, the Association shall define the group or groups of employees affected by such grievance.

6.9 At any step the failure of an administrator to communicate his decision to the employee within the specified time limits shall permit him and/or the Association to proceed to the next step.

6.10 It shall be the general practice of all parties to process grievance procedures during times which do not interfere with assigned duties.

6.11 Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents that have been approved by the Board and the Association shall be printed and given appropriate distribution by the Board.

6.12 The following matters, among others specified elsewhere in this Agreement, shall not be subject to arbitration under this grievance procedure:

6.13 The termination or discipline of a probationary employee.

6.14 The provisions of any insurance contracts and/or policies provide pursuant to Paragraphs 11.28-11.62 of this Agreement.

6.15 Any matter set forth in this Agreement which is covered by a state or federal statute and may be pursued through an administrative agency. It is the purpose of this provision to deny use of the arbitration procedure to employees who have one or more administrative remedies available to them outside of the scope of this Agreement.

## **PROCEDURE**

### **INFORMAL CONFERENCE**

6.16 Prior to invoking the grievance procedure at Level One, an employee who has a complaint will discuss the matter first with his immediate supervisor when appropriate. If the grievance is not within the authority

of the immediate supervisor, the grievant may begin the grievance process with the appropriate (different) supervisor. He/she may be accompanied by a member of the Association if he so desires. The matter must be discussed not later than five (5) duty days after the occurrence on which the complaint is based, or a subsequent grievance on the matter will not be considered. When the employee inaugurates the informal process of the grievance procedure, he/she must inform the supervisor that the discussion is part of the grievance procedure.

## **STEP ONE**

6.17 If a complaint is not satisfactorily resolved at the informal conference the aggrieved party may file a written grievance. Such grievance shall be filed with the appropriate administrator within five (5) duty days after the matter was discussed with such administrator. Within five (5) duty days of the receipt of the written grievance, such administrator shall state his decision in writing concerning the grievance, together with the supporting reasons therefore, and furnish one copy to the aggrieved person and two copies to the Association.

## **STEP TWO**

6.18 If the administrator denies the grievance, the aggrieved party may within five (5) duty days thereafter, refer the grievance to the Director of Human Resources. Within ten (10) duty days after the receipt of the grievance the Director of Human Resources will meet with the aggrieved party to consider the grievance. Any person having knowledge of this matter may be required to attend this meeting as a witness. A written decision on the matter, together with supporting reasons, shall be given to the aggrieved party and the Association with five (5) duty days after the meeting.

## **STEP THREE**

6.19 Any grievance which remains unsettled after having been fully processed through step two of the grievance procedure shall be submitted to binding arbitration, upon the written demand of the Association. In order to be effective, such written demand must be made within sixty (60) days after the final answer of the Director of Human Resources to the grievance has been given to the Association in step two of the grievance procedure.

6.20 If such a demand is not made within said sixty (60) day period, the grievance shall be deemed settled on the basis of the last answer of the Board in step two.

6.21 The Board may utilize the following procedure in connection with any grievance involving interpretation or application of this agreement, or contract violations against the Association or any of its members:

6.22 The Board shall present a complaint in writing to the President of the Association who will schedule a meeting between the Association Executive Board and Board representative within ten (10) working days after receipt of the complaint.

6.23 If no satisfactory adjustment is obtained within ten (10) working days after the meeting between the Association Executive Board and Board representatives, the Board shall have the right to have the matter handled in accordance with the arbitration provisions set forth in Paragraphs 6.24-6.29 of this agreement.

6.24 Except where modified by written agreement signed by the Board and the Association, the voluntary labor arbitration rules of the American Arbitration Association shall apply to the selection of the impartial arbitrator and to the arbitration proceedings. The Board and the Association agree to accept the arbitrator's award as final and binding upon all parties including the employee(s) involved in the grievance.

6.25 In connection with the arbitration of any grievance hereunder the following rules shall apply:

6.26 In no event shall an arbitrator be empowered to modify, detract from or alter the provisions of this Agreement. His power shall be limited to determining whether the Board has violated, misinterpreted or misapplied any of the terms of the Agreement. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendations as to other matters.

6.27 The questions to be arbitrated shall be jointly stipulated by the Board and the Association, or if they are unable to agree, each party shall submit its written statement of questions to the arbitrator and each other at least ten (10) days in advance of the scheduled hearing date.

6.28 No more than one grievance may be heard by the arbitrator at one time unless both parties agree to consolidate two or more grievances for hearing and decision, or unless the arbitrator directs the consolidation of two or more grievances submitted to arbitration arising out of the same incident and involving similar questions of dispute.

6.29 The fees and expenses of the arbitrator and the fees of the American Arbitration Association shall be shared equally by the Board and Association.

## **COMMUNICATIONS**

6.30 The President of the Association or another Association member designated by the President shall be recognized by the Board as the official representative of the Association to receive official communications under this grievance procedure.

## **PERIODIC MEETINGS**

6.31 The Board further recognizes the valuable assistance to be gained in its responsibility of determining school district policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and the Association shall meet periodically when necessary, to discuss policies of legitimate concern to the Association and problems relating to the implementation of the Agreement. In no event are such meetings to be used for discussion of existing grievances, or by either party to demand any modifications to the provisions of the Agreement, unless mutually agreed by both parties.

## **QUALITY OF WORK AND WORK—LIFE**

6.32 The Association and the District shall form a "Quality of Work and Work-Life Committee". It shall encourage issues that would benefit the District and the employee. The committee shall meet on a monthly basis or as needed. Both the District and the Association will make an honest effort to resolve issues as presented by the Committee. The intent is not to circumvent the grievance and/or bargaining process.

## ARTICLE 7

### *Rights of the Employee*

#### GENERAL

7.1 Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the employee. The Board shall provide comprehensive liability insurance protection under the liability policy now carried by the Board for all employees in its employ, with limits of \$500,000 for a single injury, \$1,000,000 for single occurrence, and \$100,000 for the property of third parties, against damages arising out of the negligence of any employee while acting within the scope of his duties as such, subject to the exclusions contained in such policy. The Board shall continue to provide Workers' Compensation for all employees in the manner required by the laws of Michigan.

7.2 No employee shall be required to administer any first aid to or for a student. He/she will be expected to notify proper authorities or agencies of serious injuries to students if no other adult is in charge of the activity.

7.3 No employee shall be required to transport any child for any reason.

7.4 The Board will provide protective clothing and safety devices if in its judgment the same are required by the nature of the employee's job. The Board will provide for the maintenance of such articles.

7.5 If any provisions of this agreement shall be found contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, then such provisions shall be deemed invalid except to the extent permitted by law but all other provisions shall remain in full force or effect. Upon written request by either party, within ten (10) days of the action, the parties agree to confer in an attempt to reach a mutually satisfactory replacement, if necessary.

7.6 Supervisors of plant personnel and cafeteria employees may perform bargaining unit work for the purpose of training and instruction of employees, for emergencies, or to temporarily cover vacancies caused by the absence or tardiness of other employees when a substitute cannot be readily obtained. Every reasonable effort shall be made to supply substitutes where necessary. Supervisors shall not perform bargaining unit work for the express purpose of depriving employees of overtime, but only to keep the operation properly functioning. The Warehouse Manager and the Cafeteria Supervisor may perform work to maintain efficiency of operations but shall not be used to reduce the work force or the hours employees are scheduled to work. The Board reserves the right to fill a vacancy for the High School Cook Manager and/or Elementary Cook Manager position with a non-bargaining unit supervisor. It is agreed that the non-bargaining unit supervisor can perform all unit work pertaining to such position. It is further agreed that no cafeteria employee will be laid off or have his hours reduced as a result of a non-bargaining unit supervisor filling such position.

#### VACANCIES

7.7 In the event of a vacancy resulting from retirement, resignation, leave of absence or other termination of employment, it shall be filled according to the following order of procedure: transfer, reassignment, promotion, recall, and new hire.

7.8 Vacant positions within the bargaining unit will be posted for a period of at least six (6) duty days in a mutually designated place in each building. However, the posting board at the Administration Building shall be recognized as the official posting location. The posting will include the job classification, job location, shift, job responsibilities, qualifications and application deadline. A copy of all postings shall be promptly delivered to the Association President. The Board will not delay filling positions for arbitrary and capricious reasons.

7.9 Each employee interested in applying for the posted position must do so in writing to the Department of Human Resources. It is the employee's responsibility to assure his application letter (or form) has been received by the Human Resources Department prior to the application deadline. Any employee's application letter (or form) received after the application deadline stated on the posting shall not be considered for the vacancy.

7.10 Employees on vacations shall have the responsibility of notifying the Human Resources Office in writing of their interest in any vacancy. Those employees so notifying the Human Resources Office shall receive notice of all vacancies posted during their vacation by postcard, provided they have informed the Human Resources Office, in writing, of their vacation mailing address.

7.11 The Human Resources Office will notify any successful applicant (with a copy to the Association President) of the award of the position to him, and all unsuccessful applicants of the rejection of their request. Any unsuccessful applicant, upon his request, will be granted an interview with the Director of Human Resources to review the reasons why his application was rejected, and will be provided a written statement of such reasons upon request.

## **DEFINITION OF TERMS**

7.12 Transfer is defined as a change from one building to another and/or the shift to be worked of the employee which does not entail a change in job classification (Example: Custodian to Custodian).

7.13 Reassignment is defined as a change from one job classification (responsibility) to another within the same group classification (Example: General Maintenance to Stores Driver).

7.14 Promotion is defined as a change from one job and group classification to another, which results in an increase in regular compensation (Example: Custodian to General Maintenance).

7.15 A posted vacancy shall be filled by a transfer of the employee who has the greatest seniority of those currently holding the same job classification and applying for the position, provided said employee has not received a reprimand or a less than satisfactory evaluation within a one year period preceding his application. However, if the conduct which is the basis for the reprimand has been corrected and the correction is noted in the evaluation, such reprimand shall not be a basis for denying the transfer.

7.16 The employee who is transferred to a vacancy shall not be eligible to apply for another transfer for a period of six (6) calendar months from the effective date of the transfer.

7.17 If the vacancy is not filled by transfer, bids for reassignment will be considered. Reassignment of an employee will be based on posted qualifications and seniority. When the qualifications of two or more applicants are equal, the employee with the most seniority shall be reassigned. The Board shall have the right to return the employee to his former position within twenty (20) duty days, if in its judgment his work is unsatisfactory.



7.18 If the vacancy is not filled by reassignment, bids for promotion will be considered. Promotion of an employee will be based on work experience, training, and recommendations and evaluations of supervisors. Seniority shall be considered only when two or more applicants are equal in all other criteria.

7.19 Employees promoted to a new classification shall be placed on the salary or wage schedule at an increase in hourly rate equivalent to no less than twenty cents (20¢) per hour for each classification of upgrading.

7.20 An employee receiving a promotion shall receive a twenty (20) working day trial period in the job classification. During the period he/she may be removed by the Board for unsatisfactory performance of the work of the new classification, which decision shall be appealable through all steps of the grievance procedure, or may, at his option, return to his former classification. In either event, within such twenty (20) day period, his return to his former classification is guaranteed. However, a return to the building and/or shift previously worked by him is not guaranteed.

7.21 An employee who reverts to his old classification shall revert immediately to his former salary or rate of pay, and shall forfeit the right to bid for any promotion for a period of twelve (12) months if the return is at the employee's option. If the Board returns the employee to his former classification, he/she may bid for another promotion at any time provided there is no grievance pending concerning his return from promotion.

7.22 If the vacancy is not filled by promotion, it will be offered to qualified employees who have been affected by a workforce reduction in accordance with the procedures set forth in Paragraph 12.19 of this Agreement.

7.23 When a vacancy occurs in a school building or department by reason of long term illness of an employee, it shall normally be filled on a permanent basis (by an employee who is or a new hire who shall become a member of the Association) after 120 consecutive working days; providing, this period may be extended by mutual agreement of the Association and the Board.

7.24 Any person bidding or applying for a position of engineer must possess an appropriate boiler license prior to submitting such application or bid. Any person appointed or promoted to a position of a custodian engineer or assistant engineer (including present employees in those job classifications) must obtain an appropriate boiler license within twenty-four (24) months of his hire or promotion, or shall thereafter be subject to being reclassified and replaced in such position by another person. During the period of time an employee is in the position without an appropriate license he/she shall be paid at the proper step in Classification C.

7.25 Any employee may be transferred or reassigned by the Board where, in its judgment, the best interests of the School District are served thereby. The Board agrees it will not act arbitrarily or capriciously in making such decisions. Moreover, the Association will be informed of such decisions within a reasonable time.

7.26 Temporary assignments within an employee's job classification or to another classification not to exceed one hundred twenty (120) working days in length, may be made by the Board for training purposes, to cover absences, to meet emergencies, or where otherwise required for adequate coverage of work.

7.27 Any regular employee who is required to assume temporarily the duties of another employee in a higher paid classification shall be paid at the rate of his regular classification for the first five (5) days. If he/she is required to continue in such temporary position for more than five (5) days:

7.28 He/she shall receive an additional compensation of ten cents (10¢) per hour for each classification above his regular classification or Step 1 pay for that classification, whichever is greater, until relieved of such additional duties or reassigned to his former assigned duties, and

7.29 The additional pay of the high classification shall be retroactive to the first hour of assuming such additional duties.

7.30 When a custodian works for a custodian engineer, the employee will receive the classification C rate of pay if he/she does not have a license.

7.31 Any regular employee who is required to assume, temporarily, the duties of another employee in a lower-rated classification, shall be paid at his regular (former) classification rate for such period, including any shift differentials.

## **PERSONAL PROPERTY OF EMPLOYEES**

7.32 The Board shall reimburse an employee, in an amount not to exceed \$125.00 for loss, damage, theft, or destruction, while on duty of his personal property of a kind normally worn or brought into the school building, when the same has not been caused by the negligence of the employee. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money. This obligation shall not extend to any loss or damage to motor vehicles of an employee. The obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the employee and shall be payable only after the employee has first exhausted all possibility of collecting for such loss under his own insurance, if any.

7.33 In the event any employee chooses to bring personal property, of a type described above (but excluding clothing and personal effects) and having a value greater than \$10.00 to a work station, the following procedure must first be followed:

7.34 Discuss with the supervisor the manner in which the material or equipment is to be used.

7.35 Discuss the safety factor of the equipment.

7.36 Establish with the supervisor the value of the property prior to its use.

7.37 Determine with the supervisor the length of time the personal property is to remain in the building and assume the responsibility for its removal at a specified time.

## ***Leaves of Absence***

### **SICK LEAVE**

### **ELIGIBLE EMPLOYEES**

7.38 Subject to Paragraph 7.42 hereof, regular employees who are regularly assigned to work four (4) hours per day shall be provided an unlimited sick leave program for personal illness or disability to the extent of six months (120 duty days) for each related illness or disability as follows: employees hired on or after July 1, 1979, shall be eligible for said program after completion of six (6) years of service with the Board. Employees

hired on or after July 1, 1986, shall be eligible for said program after completion of eight (8) years of service with the Board. A long term disability insurance program to cover illnesses and disabilities exceeding six months (120 duty days) shall be supported by the Board for employees who have completed one year of service as provided in Paragraphs 11.28-11.62 of this Agreement.

7.39 Only personal illness or disability and/or emergency medical procedures are covered by this sick leave policy. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.

7.40 Eligibility for unlimited sick leave will commence on the first duty day following completion of six (6) years or eight (8) years of service as required by Paragraph 7.38.

7.41 Subject of Paragraph 7.38 hereof, regular employees hired on or after July 1, 1979, shall be provided sick leave in accordance with the following schedule: 1<sup>st</sup> year, ½ day for each month worked (maximum 6 days per year); 2-4 years, ¾ day for each month worked (maximum of 9 days per year); 5-6 years, 1 day for each month worked (maximum of 12 days per year). The maximum number of days to be earned in a work year shall be available at the beginning of each work year. All unused sick leave days shall accumulate during the six (6) year period or eight (8) years of service as required by Paragraph 7.38.

## **PART TIME EMPLOYEES**

7.42 Only part time employees working ten (10) or more months per year and regularly assigned to work four (4) or more hours per day shall be eligible for sick leave hereunder.

7.43 Daily pay for sick leave for part time employees shall be awarded on the basis of the number of hours regularly scheduled for work by the employee each day at the onset of the illness, times the employee's regular hourly rate of pay.

## **EXCESSIVE ABSENTISM**

7.44 The Board recognizes that the majority of Plant and Cafeteria employees are conscientious about their attendance. However, any employee who has more than seven (7) occurrences of absence due to personal illness in a year will be subject to an absenteeism evaluation by his immediate supervisor. In this evaluation, the 120 sick day allowance shall not be construed to be permissive, but rather it shall be viewed as an allowance for serious trauma or illness.

## **DEFINITION OF ILLNESS OR DISABILITY**

7.45 For purposes of sick leave, illness or disability means the complete inability of the employee, due to sickness or injury, to perform any and every duty pertaining to his assignment with the Board. Illness includes cases where emergency medical procedures are required. Illness or disability shall not exist where an employee is actively working for another employer, or in self-employment. Illness or disability shall not exist where caused or contributed by intentionally self-inflicted body injury.

## **BENEFITS**

7.46 Eligible employees on sick leave shall be paid at a daily rate determined by their hourly rate for regularly scheduled duty days during which they are absent from work by reason of illness or disability.

7.47 If benefits continue to be payable in a succeeding work year, such benefits shall be increased on the date the employee would have begun active employment in such succeeding school year had he/she not become ill or disabled, such increase to be determined by the employee's contracted full daily salary for such ensuing school year.

7.48 Sick leave benefits shall be reduced by benefits payable to the employee under the Michigan Workers' Compensation Act, for such period of illness (excepting payments under such laws specifically for hospital or medical expense, or for specific allowances for loss of members or disfigurements.) Any lump sum settlement in redemption of liability under such laws shall result in the reduction of sick leave benefits in amounts equal to the workers' compensation benefits the employee would have been entitled to had there been no lump sum redemption, but not to exceed in total the amount of the settlement.

7.49 Sick leave benefits shall also be reduced by benefits payable to the employee under any private disability/indemnity plan. The purpose of this provision is to limit sick leave benefits and outside (private) benefits, when combined, to an aggregate of 100% of the employee's regular wage.

## **TERMINATION OF BENEFITS**

7.50 The Board has purchased an insurance contract providing Long Term Disability Insurance for all eligible employees who have completed one year of service. For employees who have not completed six (6) years or eight (8) years of service as required by Paragraph 7.38, sick leave benefits shall terminate on the date the employee exhausts his sick day accumulation or, if receiving days from the central sick leave bank, such benefits will terminate on the 120<sup>th</sup> duty day after the first day of absence in accordance with Paragraph 7.59.

7.51 Sick leave benefits for employees who have completed six (6) years or eight (8) years of service as required by Paragraph 7.38 shall terminate in any event at the expiration of one hundred and twenty (120) consecutive duty days for each unrelated illness or disability for which such benefits have been paid to the employee, even though such employee may be ineligible for long term disability insurance benefits.

7.52 Sick leave benefits shall terminate upon the occurrence of the employee's mandatory retirement date or upon any other separation of employment with the Board.

## **APPLICATION FOR SICK LEAVE**

7.53 In personal illness cases of an emergency or unanticipated nature, personal or telephone notification shall be given to the central office or to the employee's immediate supervisor, as soon as possible, but normally one (1) hour before the employee reports for work. Failure to meet this requirement shall result in a deduction of daily pay, except under extenuating circumstances. If the unanticipated illness appears that it will continue beyond the initial day, the employee shall notify his immediate supervisor as soon as possible, but not later than one (1) hour before the start of his/her scheduled duty shift on each successive day of illness, so that substitute arrangements can be made.

7.54 Employees whose shifts begin at 4:00 p.m. or later are required to inform their immediate supervisor or the Human Resources Office of their absence due to illness of an emergency or unanticipated nature no later than 3:00 p.m. on the day of the absence, so that substitute arrangements can be made. In the case of emergencies occurring after 3:00 p.m. the employee is required to contact his immediate supervisor as soon as possible, but not later than one (1) hour before the start of his/her scheduled duty shift. On each successive day of illness the employee must notify his immediate supervisor of the absence as soon as possible, but no later than 3:00 p.m., so that substitute arrangements can be made.

7.55 In cases where necessity for sick leave can be anticipated, application for such sick leave shall be made on the prescribed form, available at any school office, and forwarded to the office of the Director of Human Resources.

## **RETURN TO DUTY**

7.56 When an employee's sick leave absence is anticipated to extend beyond ten (10) duty days, the employee may be required to file in the office of his immediate supervisor before the fifteenth (15<sup>th</sup>) duty day, a personal physician's certificate as to the nature of such illness and the anticipated period of additional absence. The employee may be required to file additional certification each thirty (30) days following the date the first certificate was due. During the period of absence and prior to return to duty, the Board may require an examination by its physician at Board expense. The decision of the Board physician shall be final.

## **CENTRAL SICK LEAVE BANK FOR EMPLOYEES ON LIMITED SICK LEAVE**

7.57 The central sick leave bank will be funded by the Board. In order to be eligible to draw days from the central sick leave bank an employee must have completed one year of service with the Board and be out of work due to illness or disability for twenty (20) consecutive work days.

7.58 An employee shall make application to the Director of Human Resources on forms provided by the Board. Such application must be submitted during the period the employee is out of work. No days may be drawn from the bank until the application and a detailed physician's statement are received by the Director of Human Resources.

7.59 If the Board chooses, it may appoint its own physician at Board expense to examine the employee. The decision of the Board physician shall be final.

7.60 After an employee has been out of work for the required time and has complied with the other requirements, he/she may begin drawing a day from the central sick leave bank for each consecutive day he/she remains absent from work thereafter due to illness or disability. He/she may continue to draw days from the bank until the 120<sup>th</sup> duty day after the first day of absence or he/she is eligible to receive long term disability benefits, whichever comes first. Days from the central sick leave bank shall be compensated at 80% of the employee's daily rate of pay.

7.61 The Director of Human Resources, at his discretion, may approve a request to shorten the twenty (20) day waiting period for entry into the central sick leave bank.

## **INFORMATION, PHYSICIAN'S CERTIFICATE AND ABUSE OF LEAVE**

7.62 An employee shall keep his immediate supervisor advised of his whereabouts while on leave.

7.63 An employee may be required at the time of his absence to furnish information and physician's or chiropractor's certificates concerning his absence as the Board may require.

7.64 Any absence giving rise to a reasonable belief that such absence was not used for the purposes provided for in this Agreement will result in the denial of leave benefits unless the employee provides the Director of Human Resources with sufficient and satisfactory evidence of the legitimacy of his absence.

7.65 Whenever leave benefits are denied under Paragraphs 7.61-7.63 the affected employee may appeal the denial of the same through the grievance procedure starting at step two (Central Office Level). However, the decision of the Director of Human Resources at step two shall be final and binding.

7.66 If it is found that an employee has abused any leave privileges, said employee will be disciplined.

## **DISABILITIES RELATED TO PREGNANCY**

7.67 The employee shall inform the Board within a reasonable time after she has confirmation of her pregnancy.

7.68 The employee shall submit periodic medical reports on prescribed forms, as requested, to assure the Board of the employee's ability to perform her express and implied duties.

7.69 The employee shall be eligible for sick leave at the time she becomes disabled as certified by her physician.

7.70 Within three weeks after delivery the employee shall file with the Human Resources Office a recommendation from her physician of the tentative date of return to duties. If the employee desires a leave of absence the same must be requested by the end of the third week following delivery of the child.

7.71 When the employee's physician certifies that the disability has ended the employee shall immediately return to her duties.

7.72 When the Board questions the certification of the employee's physician as to the beginning and/or ending of the period of disability, it may seek an opinion concerning the same from its physician. Any examination required by the Board shall be at Board expense. The decision of the Board physician shall be final.

## **SHORT LEAVES**

7.73 Leaves of absence for less than one half of a work year are defined as Short Leaves. Such leaves may be granted under conditions prescribed by the Board and/or this Master Agreement.

7.74 Short leaves are classified as follows: Personal Leave, Personal Illness (Sick Leave), Illness or Death in Immediate Family, Court Appearance, Jury Duty, and Reserve Military Training Duty.

7.75 Short leave application forms as furnished by the Board are to be completed for all such leaves (except unplanned leaves for personal illness) prior to the leave. When this is not possible due to unusual circumstances, the application shall be completed and processed at the earliest reasonable date.

## **PERSONAL LEAVE**

7.76 A maximum of two (2) days per school year with pay may be provided each regular employee as Personal Leave. One Personal Leave day not used in a work year shall be carried over and available for use in the succeeding work year. However, the total number of Personal Leave days available shall not exceed three (3) in any one work year.

7.77 It is agreed that personal leave days are provided for the vast number of legitimate business, professional and family obligations an employee encounters which cannot be met outside scheduled working hours and which, if not otherwise met, would result in some financial loss or personal hardship. All such personal leave days are subject to prior approval from the Department of Human Resources. A short leave application must be processed before the leave occurs. Notification of intent to be absent shall be given at the earliest possible time.

7.78 Personal Leave days are not intended for casual or indiscriminate use. The employee shall on the application therefore specify the exact nature and the purpose of the leave if the request is for two consecutive days or more.

7.79 It is not permissible to use personal leave for: recreational or sporting events (hunting, fishing, athletic contests of all kinds), shopping, job hunting, vacation, other employment of any kind, absences to accompany a spouse on a business convention, vacation trip, or as a substitute for a conference leave or for association sponsored meetings, conferences or activities.

7.80 Personal leave days normally shall not be available immediately before or after holidays, breaks, and vacations. At his sole discretion, exceptions to this rule may be granted in unusual circumstances by the Director of Human Resources.

## **LEAVE FOR DEATH IN THE IMMEDIATE FAMILY**

7.81 Leave with pay for up to five (5) duty days because of death in the immediate family, beginning with the first day of absence and ending four (4) duty days later.

7.82 Immediate family shall mean: grandparents, mother, father, spouse, mother-in-law, father-in-law, brother, sister, child, grandchild, step-mother, step-father, and step-child.

7.83 Leave with pay for one (1) day will be allowed for the death of an aunt, uncle, first cousin, niece, nephew, brother-in-law and sister-in-law.

## **LEAVE FOR ILLNESS IN THE IMMEDIATE FAMILY**

7.84 Leave with pay not to exceed one (1) day per occurrence will be allowed upon prior approval of the Board for emergency or serious illness in the immediate family. This leave is primarily for the purpose of making arrangements for necessary medical or nursing care.

7.85 Immediate family for this purpose shall mean: mother, father, child and spouse.

7.86 When the absence will exceed what is considered a reasonable number of occurrences approval will not be granted.

7.87 Personal leave may be used for absences for emergency or serious illness outside of the immediate family.

## **COURT APPEARANCE**

7.88 An employee shall be compensated by the Board to the extent of the difference between the employee's daily wage and the amount he/she is paid for a required appearance in a court of record as a plaintiff, defendant or witness under subpoena in a case connected with his employment. The same will apply when an employee is subpoenaed as a witness in a case which is not connected with his employment, provided the employee is a non-party witness.

## **JURY DUTY**

7.89 A paid leave of absence shall be granted any employee who is summoned and reports for jury duty during the months he/she is assigned to work; provided, the Board shall only be obligated to pay an amount equal to the difference between the employee's daily salary and the amount he/she is paid by the court for said duty. However, the employee shall report for work on those duty days of the week when the court rules or custom dictates that no jury trials are to be conducted, or the jury panel is not required to be in attendance at court. Any employee assigned to jury duty shall promptly inform the Department of Human Resources of any days he/she will be available for duties during said period.

## **UNEXCUSED ABSENCES**

7.90 Absences from work, except for approved leaves, shall result in loss of the employee's full day's pay as defined in Appendix A or B hereof for each day of absence.

7.91 In cases of emergency personal illness or illness in the immediate family, notification of the illness must be given by the employee to his/her immediate supervisor as soon as possible, but not less than one (1) hour before he/she is to report for work. Failure to meet this requirement will result in the deduction of a day's pay, except under extenuating circumstances.

## **SPECIAL LEAVE**

7.92 The Superintendent or his designee may approve a request for a special short leave, with or without pay, for a period of less than one-half of the employee's work year.

## **FAMILY MEDICAL LEAVE ACT (FMLA)**

7.93 The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Director of Human Resources. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. An employee may be required to use all available paid leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his position held



prior to the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

### **LONG TERM MILITARY LEAVE**

7.94 The Board shall grant an employee an unpaid leave of absence for the purpose of entering the armed forces for an extended period of duty. However, in the event of a National Emergency of an extended nature the Board will pay the difference between the employee's salary and his military salary for a period not to exceed sixty (60) days. In no event will fringe benefits be continued when an employee is on military leave under this provision. The employee shall be entitled to all rights of reemployment as provided by state and/or federal law.

### **SHORT TERM MILITARY LEAVE**

7.95 The Board shall grant a short term leave of absence when an employee is ordered to report for reserve or national guard duty at a time which conflicts with his job responsibilities provided the Board is unable to have the employee excused from such duty at that time. The employee shall provide the Human Resources Office with a copy of his orders upon receipt of the same. Such leave shall not exceed ten (10) days per school year. An employee shall be granted a lifetime cumulative total of up to ten (10) days with pay for the above described duty. It is not the intent of this provision to cover the annual encampment or cruise normally required of reservists or national guard personnel.

### **GENERAL LEAVE**

7.96 The Board may grant an employee an unpaid leave of absence for any purpose it considers worthwhile for a period not to exceed one (1) year subject to renewal at the discretion of the Board for an additional period not to exceed one (1) year.

### **GENERAL PROVISIONS—EXTENDED LEAVES**

7.97 Employees on leave of absence for military service shall be entitled to advance on the salary schedule during the period of the leave of absence. No employee on other extended leaves of absence shall be entitled to advance on the salary schedule during the period of leave. Leave of absence shall not be granted when other gainful employment is the purpose.

7.98 Employees on military leave shall accumulate seniority during the period of such leave. Seniority shall not accumulate during the period of any other extended leave.

7.99 Return to duty from extended leaves of absence shall be subject to the following conditions:

7.100 Satisfactory evidence of physical and mental health shall be filed with the Board as directed before the employee is returned to duty.

7.101 There is no guarantee that any employee shall be returned to a specific building or assignment at the conclusion of a period of absence exceeding six (6) months in length. The Board shall, however, make every effort to return an employee who has been on an extended leave of absence to the same or comparable job

held before the leave, and shall extend the leave for an additional year if requested to do so by an employee who is unwilling to accept a different assignment.

## ARTICLE 8

### *Working Conditions*

#### **WORK YEAR—PLANT PERSONNEL**

8.1 The work year for all twelve (12) month plant employees covered by this Agreement shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

8.2 Ten month plant employees will report to work one (1) week before school opens in the fall and will remain on the job through one (1) week after the close of school, in June, of each year.

#### **WORK WEEK—PLANT PERSONNEL**

8.3 Plant employees (except part time employees) normally will work a five (5) day week with a minimum of forty (40) hours per week (except for holiday or vacation weeks, or when school is not in session for the entire week).

#### **WORK DAY—PLANT PERSONNEL**

8.4 Full time plant employees will work a normal workday of eight (8) hours.

8.5 During the school year (i.e., the first teacher duty day through the last teacher duty day) employees shall have a one-half hour (1/2) hour paid lunch period. During the summer break employees shall have a one-half (1/2) hour unpaid lunch period. If the Department of Support Services, in consultation with the Association, determines that it is necessary for a plant employee to be available for work during the lunch hour, that employee shall work an eight (8) hour day with a paid one-half (1/2) hour lunch period.

8.6 During the first four (4) hours of each shift, employees will be permitted a rest period not to exceed fifteen (15) minutes. Full time employees scheduled to work a continuous shift of twelve (12) or more hours shall be allowed a second fifteen (15) minute rest period at the end of the first eight (8) hours of the shift.

8.7 No employee shall be permitted to leave his assigned building during his assigned working hours, rest period or during a paid lunch period except with prior consent of his immediate supervisor or unless required by the nature of his assignment.

8.8 All shifts will be established with a definite starting time, at the beginning of each school year and will remain in effect, except as provided in Paragraphs 8.12-8.14, for that school year. For the purpose of determining starting time and shift premium, the following will apply:

8.9 First shift is any shift which regularly starts between 4:01 a.m. and noon.

8.10 Second shift is any shift which regularly starts between 12:01 p.m. and 8:00 p.m.

8.11 Third shift is any shift which regularly starts between 8:01 p.m. and 4:00 a.m.

8.12 The Board shall determine the shifts and the starting time thereof of all employees. Subject to Paragraphs 8.19-8.38 hereof, shift starting times may be changed by the Board as follows:

8.13 On a temporary basis, in the event of a severe ice storm, other Act of God, furnace breakdown, or other emergencies the Board may change the regular starting time of an employee's shift for days during which such condition exists. The Board may also change the regular starting time of an employee, following not less than forty-eight (48) hours notice, for school related activities.

8.14 When the boiler in a building requires twenty-four (24) hour operation (normally October through May) and during weeks when school is not in session, the Board may change times of engineers as required.

8.15 There is reserved to the Board the exclusive right, subject to the foregoing, to assign building locations (including split assignments), and determine work assignments (within their classifications) for all plant employees. Except for the reasons set forth in Paragraphs 8.12-8.14 the Board will give employees not less than five (5) working days notice of any change in established shifts or starting times to be worked.

## **WORK YEAR, WORK WEEK AND WORK DAY—CAFETERIA EMPLOYEES**

8.16 Normally, cafeteria employees shall work only on days when students are in attendance in the schools; provided cafeteria employees may be required to work immediately prior to the opening of school in the fall and after the closing of school in June, and to take inventory during the Christmas vacation period.

8.17 Cafeteria employees shall normally be assigned to the day shift, beginning on or after 6:00 a.m., at such time as the Cafeteria Manager shall schedule. Cafeteria employees shall work either a four (4), five (5), six (6), seven (7), or eight (8) hour normal work day and shall be entitled to a twenty five (25) minute lunch break, without loss of pay, to be scheduled by agreement between the employee and his immediate supervisor. Six (6), seven (7), and eight (8) hour cafeteria employees will be permitted a rest period not to exceed fifteen (15) minutes, to be taken at a time determined by the supervisor. No cafeteria employee shall be guaranteed any minimum number of hours to be worked per week or per year.

8.18 There is reserved to the Board the exclusive right to assign building locations, designate shift starting times and determine work assignments (within their job classifications) for all Cafeteria employees. Changes of starting times of the shift of any cafeteria employees shall be made only in accordance with the rules set forth in Paragraphs 8.12-8.15 hereof.

## **OVERTIME**

8.19 While there is reserved to the Board the right to schedule overtime, it is its policy to keep overtime at a minimum. Overtime shall be voluntary except for school related activities and emergency conditions as defined in Paragraph 8.13 hereof. There shall be no disciplinary action taken against any employee for refusing to work overtime for non-school related activities. It is expressly understood that the Board is not required to offer locker room supervision assignments to Plant and Cafeteria Personnel.

8.20 All overtime must be approved in advance by the employee's immediate supervisor.

- 8.21 Plant employees who are required to begin work prior to their regular shift starting time, or continue work after the end of their regular shift and who have not received five (5) days prior notice of such additional work and/or change of shifts, shall:
- 8.22 Be guaranteed work for their regular shift plus the hours required to be worked before and after their regular shift, but such guarantee will extend only to a maximum of ten (10) hours during such work period; and
- 8.23 Shall be paid at time and one-half their regular rate for all hours worked during such period in excess of eight (8).
- 8.24 When an employee is called in before his/her regular starting time for snow removal, electrical failure, water main break, etc., he/she shall be paid the shift differential for such time. If snow removal begins between 12:00 a.m. and 8:00 a.m. the employee shall be paid the third shift premium.
- 8.25 Employees given five (5) days or more notice by their supervisor of a change in their shift starting time may be required to work only an eight (8) hour changed shift and without premium pay.
- 8.26 No employee, for any reason, shall be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period.
- 8.27 The following rules shall govern distribution of overtime within a building and/or department:
- 8.28 Insofar as possible, overtime work shall be distributed equally (on an annual basis which shall begin each year on September 1) to employees within a building and/or department, subject always to the employee with the lowest overtime having a good working knowledge of and the ability to satisfactorily perform the assignment. For this purpose, plant employees and cafeteria employees shall be considered as separate groups. In determining overtime equalization, a refusal by an employee to work an offered overtime assignment for which he/she was eligible, shall be charged to him as if he/she had worked the overtime. Moreover, employees who are on medical leave of one (1) week (five (5) consecutive work days) or more will be charged with a refusal for all hours they would have been eligible for during their absences. Employees new to the building will initially be charged with the highest number of overtime hours in the building.
- 8.29 Regular employees shall be given preference for overtime assignments, except when the overtime would have been assignable to the employee being substituted for, or when all regular employees qualified for the assignment indicated their refusal to perform the overtime work.
- 8.30 An employee who has a complaint concerning equalization of overtime may present such claim in writing to his immediate supervisor; provided, the sole remedy for an employee who is bypassed erroneously in equalized overtime, shall be an award of compensatory overtime in the future. No back pay shall be awarded for such an error.
- 8.31 Premium time for overtime work by full time and regular part time employees shall be paid as follows: at the rate of time and one-half the employee's hourly rate for all authorized work performed in excess of eight (8) hours per day, or forty (40) hours per week.
- 8.32 There shall be no compensatory time unless it has been authorized by the Director of Human Resources. The day(s) on which comp time is to be utilized must be mutually agreed upon by the employee and supervisor.
- 8.33 No shift differential will be paid for overtime hours on Saturdays and Sundays unless such hours are worked on the second or third shift.

8.34 Approved personal leave days or paid holidays shall be considered as time worked in computing overtime. Overtime performed on Saturdays and Sundays will be considered voluntary for employees not eligible for time and one-half due to use of sick leave. If Saturday or Sunday (shifts which start between 12:01 a.m. Saturday and 8:00 p.m. on Sunday) overtime is required by the Board, such employees will be paid at the rate of time and one-half. Engineers at South High School will be paid at the rate of time and one-half for regularly scheduled shifts on Saturdays and Sundays during the heating season, when such days are the sixth and/or seventh scheduled work day(s).

8.35 Employees required to work on any of the paid holidays listed in Paragraph 11.21 hereof shall receive double their regular hourly rate for all hours worked in addition to full holiday pay subject to the provisions of Paragraph 11.26.

8.36 No premium time shall be paid (as daily overtime) if there are eight (8) hours or more between the end of one shift worked by an employee and the beginning of another shift worked by him.

8.37 Overtime for cafeteria workers shall be scheduled by the Cafeteria Manager on an equitable basis within the cafeteria employee group at each school, in accordance with the overtime practices carried on prior to this agreement. In the event there is any complaint concerning distribution of overtime, such matter shall be taken up at a periodic meeting described in Paragraph 6.31 hereof.

8.38 Overtime hours (for purposes of premium pay) shall not be pyramided or duplicated.

### **CALL—IN PAY**

8.39 Plant employees shall be guaranteed minimum pay, as follows, when called in to work for a temporary period:

8.40 When called in by reason of work in connection with any specific school or non-school activity, a minimum of three (3) hours at the applicable overtime rate, but not less than time and one-half of the employee's regular rate of pay. Cafeteria employees shall be guaranteed two (2) such hours.

8.41 When called in on account of an emergency (severe weather, Act of God, furnace breakdown, weekend building checks, etc.) a minimum of two (2) hours at the applicable overtime rate but not less than time and one-half the employee's regular rate of pay.

8.42 It is understood that weekend building checks, as referred to in Paragraph 8.41, are normally for the purpose of checking the building's security, HVAC systems, swimming pools, and other building equipment. The time required for a building check will be determined by the condition of the building and the time to thoroughly check building security (windows and doors), all important mechanical systems, the HVAC systems and swimming pools.

### **REGULAR PART TIME—GENERAL**

8.43 The hours of work, shifts, location of work (including split assignments) and job responsibilities (within their job classification) of part time employees within the bargaining unit shall be determined by the Board and such determinations shall not be subject to appeal through the grievance procedure. When deemed necessary, the Board may permanently reduce a full time employee's daily hours of work to not less than four

(4), but shall do so within a classification on an involuntary basis only by reducing the hours of the then lowest seniority employee(s) in that classification.

8.44 For this purpose a regular part time employee is within the jurisdiction of this Agreement and the Association only if he/she is regularly assigned four (4) or more hours of work per day.

8.45 Fringe benefits and eligibility therefore for regular part time employees are described in Paragraph 11.2 hereof.

## **EVALUATION OF WORK OF EMPLOYEES**

8.46 The work of a new employee shall be evaluated in writing by his/her building or departmental administrator or his designee to the Director of Human Resources near the end of any probationary period of employment, and at the discretion of the Director of Human Resources, annually, but not less than once every three (3) years thereafter. An employee shall have the opportunity to discuss his/her evaluation with such administrator, three (3) work days to sign, prepare and return the evaluation and a supplementary statement for inclusion in his/her own files if he/she wishes, and shall have a copy of the evaluation for his/her own files. Employees shall have access to their personnel files. The content of evaluations shall not be subject to the grievance procedure.

8.47 The employee may appeal an evaluation to the Director of Human Resources. However, the result of the appeal to this level shall be final and binding.

8.48 The Board agrees to consult with the Association concerning the content of the forms to be used in the evaluation process.

## **PROBATIONARY PERIOD**

8.49 Probationary employees shall be on probation for the first six (6) months of employment during their work year. If the probationary period is not completed by the end of the current year the time remaining for its completion shall be served during the next year.

8.50 Probationary employees shall not be eligible for any benefits during the first sixty (60) days of employment. Upon successfully completing this trial period such employees will become eligible for benefits provided they meet the conditions and requirements for the same.

8.51 There will be no seniority among probationary employees. Upon satisfactory completion of the probationary period the employee's seniority will be computed from the first day of employment.

8.52 The Association shall represent probationary employees for the purpose of administering this Agreement. However, during the probationary period the Board shall have sole discretion in matters of discharge and discipline of such employees which action shall not be subject to review through the grievance procedures except as provided in Paragraph 9.19.

8.53 A probationary employee is eligible to bid for a transfer or promotion to a vacancy within the bargaining unit. However, if the probationary employee is the successful bidder he/she shall be on probation for the first six (6) months of employment in the new position.

## **TERMINATION OF EMPLOYMENT**

8.54 The employee of the Board shall be required to provide the other at least two weeks notice (10 working days) whenever the termination of employment is to occur, except during the initial sixty (60) day trial period, when a one (1) day notice is all that is required. Failure of the employee to give such notice shall result in a forfeiture of all accrued vacation pay owing the employee. Failure of the Board to give such notice shall cause the Board to be liable for pay to the employee for the number of days that the notice given was less than ten (10).

## **WORKING CONDITIONS—MISCELLANEOUS**

8.55 There is specifically reserved to the Board the right to subcontract any maintenance, repair or custodial work to outside firms in the manner such subcontracting has been carried on in the past and to subcontract the food service functions now performed by cafeteria employees, or to cause such food service to be furnished by vending machines. If the Board decides to subcontract the food service functions, it will give the Association thirty (30) days notice of intent to exercise its rights under this paragraph. Employees laid off because of subcontracting may apply for other jobs in the unit. When positions applied for become open they will be given consideration before the employment of new hires if the Board determines they are qualified and have the ability to perform the job. There is specifically reserved to the Board the right to subcontract the laundry service. The Board agrees that no plant employee will be laid off or reduced as a result of such subcontracting and that the laundry operator will not suffer a loss in pay as a result of the elimination of that position.

8.56 Employees shall be required to observe all health and safety rules established and communicated to them by the Board.

8.57 If a particular building is closed due to lost power, etc., the Board shall have the right to reassign employees as subs for extra help in other buildings.

## **SMOKING**

8.58 The Grosse Pointe Public School System shall be a smoke-free work environment within its buildings and adjacent structures at all times. In other locations, the current legal restrictions on smoking shall apply. Employees needing assistance in the cessation of smoking will be given opportunities within the District's wellness program.

## **ARTICLE 9**

### ***Disciplinary Procedures***

#### **DISCIPLINE OF PERSONNEL—GENERAL**

9.1 No seniority employee shall be disciplined or discharged except for reasonable and just cause.

9.2 The types of disciplinary action which normally will be taken are a written reprimand, suspension without pay, and discharge. Although not considered discipline it is understood that loss of pay (docking) may be imposed for unauthorized absence(s).

## DISCHARGE OR SUSPENSION WITHOUT PAY

9.3 The Board shall consider the following acts as examples of, but not limited to, the type of conduct which may constitute just and reasonable cause for discharge or suspension without pay for such period as the Board may determine of an employee:

9.4 Insubordination, which is defined as a willful disobedience of an order or instruction of a designated superior acting within the realm of his responsibility and authority, subject only to the situation where compliance with the order or instruction would clearly endanger the health or safety of the employee involved.

9.5 Repetition of conduct which was the basis of a previous written warning to the employee during the same school year or of two prior written reprimands (for the same or similar offense) given the employee any time during a two (2) year period of employment by The Grosse Pointe Public School System.

9.6 An intentional false material statement or representation made in his employment application, if discovered in the first four (4) years of employment.

9.7 Intentional destruction or theft of property of the Board of Education, or of fellow employees of the Board, or of a student.

9.8 Illegal personal misconduct, including immorality or assaulting, endangering or threatening to endanger, the person of any other employee or any student.

9.9 Reporting to work in an intoxicated condition and/or the use, possession, or consumption of alcohol, an illegal substance, or a controlled substance during the workday, i.e., between the employee's regular starting and quitting times.

9.10 Any behavior on the job which is illegal either under federal or state laws or statutes.

9.11 Conviction of, or pleading guilty to a felony charge in any criminal court of record.

9.12 Excessive absenteeism.

## DRUG/ALCOHOL SCREENING PROCEDURES

9.13 The board, on demand, may require a screening for alcohol or drugs if reasonable suspicion exists that Paragraph 9.9 has been violated. Any order to undergo drug/alcohol testing must be authorized by the Department of Human Resources or a Central Office Administrator. Any order to undergo drug/alcohol testing must be in writing and must contain a description of the appearance and/or conduct that precipitated the testing. Upon request, the employee shall have the right to Association representation, provided that the procurement of such representation shall not unnecessarily delay testing.

9.14 An employee's refusal to submit to drug or alcohol testing as ordered shall be considered conduct which may subject the employee to discharge or suspension without pay as described in Paragraph 9.3.

9.15 Testing for drugs and/or alcohol under this policy shall be at the expense of the Board, and shall be conducted in accordance with 49 CFR Part 40, Subparts A, B, C, and D, as amended from time to time, with



the exception of Section 40.1, the reference to "applicant" in the definition of "employee" in section 40.3, and Section 40.31(d). The "split sample" method of collection, as set forth in those Regulations, shall be used.

9.16 When a positive drug test may be the result of the use of a prescribed drug, the employee will be required to submit proof of the prescription including documentation that the drug is being used as prescribed.

9.17 The Board shall make available to all bargaining unit members written information regarding its drug and alcohol policies and procedures, the standards of conduct expected by the Board relative to alcohol and drug use and the consequences of testing positive. Training sessions regarding these policies and procedures shall be considered working time pursuant to this agreement.

9.18 During the 1999 calendar year, the Board will not engage in the testing of bargaining unit members through the taking of urine or breath samples in order to determine if they are under the influence of alcohol or drugs. Such testing shall be permitted after the 1999 calendar year. The taking of blood to determine if an employee is under the influence of drugs or alcohol shall not be permitted.

## **DISCHARGE OF PROBATIONARY EMPLOYEES**

9.19 The Board may, at its discretion, discharge an employee at any time during his probationary period. If such probationary employee has successfully completed his trial period he/she may appeal such discharge through the grievance procedure up to step two. However, the decision of the Director of Human Resources shall be final.

## **ARTICLE 10**

### ***Wage Schedule and Other Pay Issues***

#### **WAGE SCHEDULES**

10.1 The wage schedule for Plant and Cafeteria employees covered by this Agreement and the conditions governing such schedules, are set forth in Appendix A and B of this Agreement.

#### **RETIREMENT CONTRIBUTION**

10.2 In 1977 the state legislature shifted the 5% retirement contribution paid by employees to the Board. In the event the legislature shifts the 5% retirement contribution, or any part thereof, back to the employees, the Board will, upon the effective date of such shift, increase the salaries of the employees by the same percent of the retirement contribution that is shifted back to the employees, but not to exceed the 5% which was shifted to the Board in 1977.

#### **LONG SERVICE INCREMENTS**

10.3 Employees shall qualify for long service increments by serving ten (10) years with the Board as a full time employee. Long service increments for such eligible employees shall be determined as follows:

10.4 For all eligible Plant employees, and for all eligible Cafeteria employees in Classifications Y or Z:

	1998 - 1999	1999 - 2000	2000 - 2001
Beginning with 11 <sup>th</sup> year of service	\$39.14	\$39.92	\$40.72
Beginning with 16 <sup>th</sup> year of service	\$56.65	\$57.78	\$58.94
Beginning with 21 <sup>st</sup> year of service	\$74.68	\$76.17	\$77.69

10.5 For Cafeteria employees in Classification X:

	1998 - 1999	1999 - 2000	2000 - 2001
Beginning with 11 <sup>th</sup> year of service	\$.13/hr.	\$.14/hr	\$.15/hr
Beginning with 16 <sup>th</sup> year of service	\$.21/hr	\$.22/hr	\$.23/hr
Beginning with 21 <sup>st</sup> year of service	\$.25/hr	\$.26/hr	\$.27/hr

10.6 Regular part time Plant and Cafeteria employees scheduled to work four (4) or more hours per day shall be entitled to long service increments, after their 10<sup>th</sup>, 15<sup>th</sup>, and 20<sup>th</sup> years of service, of above amounts multiplied by the percentage that their regularly assigned daily hours of work at the time of eligibility bears to eight (8).

10.7 Cafeteria employees who have qualified and have been receiving long service increments prior to July 1, 1972, shall continue to receive such increments at the rate determined by their work assignment as defined above. Cafeteria employees regularly scheduled to work less than four (4) hours per day are not eligible to receive long service increments.

10.8 Long service increments will be payable beginning with the first paycheck due the employee after the July 1<sup>st</sup> or January 1<sup>st</sup> following the completion of the 10<sup>th</sup>, 15<sup>th</sup>, or 20<sup>th</sup> full fiscal year of service, as the case may be.

## CREDIT HOURS

10.9 Plant and cafeteria employees shall be entitled to additional compensation for hours spent in approved courses, workshops, and in-service training programs as set forth in this Agreement, under the following conditions:

10.10 All courses, workshops, and training programs must have a direct relationship to improving the employee's ability as an employee of the Board, and must be approved in advance by the Director of Human Resources if credit is to be given. Moreover, the courses, workshops and training programs must be taken outside of working hours in order to count as credit hours.

10.11 Credit will not be given for any hours spent in a training course which is not satisfactorily completed by the employee.

10.12 It is the intention of the Board, from time to time, to establish workshops and in-service training programs for plant employees to the extent it has provided in the past. The Board makes no guarantee, however, of the number or extent of such programs for this purpose which it will be able to maintain.

10.13 Program Advisory Committees (PAC's) are established to facilitate the site based budgeting process. Participation on such committees is voluntary. If an employee participates on a PAC, he/she will receive credit hours for the time spent during non-duty hours.

10.14 Increases in compensation for earned credit hours as shown in Paragraph 10.16 shall begin with the first paycheck due after the July 1<sup>st</sup> following which the increment is earned.

10.15 Part time employees regularly assigned to four (4) or more hours per day shall be entitled to that percentage of the above increments for earned credit hours which their regularly assigned hours of work per day bears to eight (8).

10.16 Additional compensation shall be paid to eligible plant and cafeteria employees in accordance with the schedule described below and the requirements of Paragraphs 10.9-10.15. The hourly differential for the appropriate number of credit hours shall be added to the employee's current hourly rate as set forth in Appendix A or B and shall be considered a part of base earnings.

Number of Clock Hours	Hourly Differential		
	1998 - 1999	1999 - 2000	2000 - 2001
100 Clock Hours	.26	.27	.27
200 Clock Hours	.37	.38	.39
300 Clock Hours	.45	.47	.48
400 Clock Hours	.60	.61	.63

### WAGE SCHEDULE PLACEMENT

10.17 An employee shall transfer to his applicable wage schedule or hourly rate at the beginning of the work year in accordance with his assignment for the forthcoming year.

### ANNUAL INCREASE IN COMPENSATION

10.18 All employees who have not reached the maximum wage or hourly rate step of their classification shall be entitled to advance to the next higher step in classification at the beginning of each school year subject to Paragraph 10.19.

10.19 Employees who have worked at least one-half of their work year will be entitled to advance to the next higher step on the wage schedule at the beginning of the work year.

### PAY DIFFERENTIALS—PLANT PERSONNEL

10.20 Plant employees whose regular shifts begin between 12:01 p.m. and 8:00 p.m. shall receive an additional \$0.35 per hour over their wage rate. Employees whose regular shifts begin between 8:01 p.m. and 4:00 a.m. shall receive an additional \$0.40 per hour.

## **PAY PERIOD**

10.21 Employees shall receive paychecks every two (2) weeks; employees who work less than twelve (12) months will be paid on a twenty-one (21) bi-weekly pay basis.

## **WAGE DEDUCTIONS**

10.22 Wage deductions for approved short leave of absence without pay and for unauthorized absence(s) (including hours of work missed by reason of tardiness) shall be made at the hourly rate of the employee involved, as recited in Appendix A and B.

## **SUBSTITUTES**

10.23 It is further agreed that substitutes are considered to be temporary employees assigned to replace absentee workers and are not to be maintained as substitutes for more than 120 consecutive working days, or to the completion of the school year except in cases where the job of the absentee employee is being held open for said employee. It is not the intent of the Board to reduce job security through the use of substitute employees.

10.24 The Board may, during seasonal periods, hire extra help at a rate the Board may determine at the time of hiring for a period of not more than 120 days. Such employees shall be considered as temporarily employed and not included in the bargaining unit.

## **ARTICLE 11**

### ***Fringe Benefits***

#### **ELIGIBILITY FOR FRINGE BENEFITS**

11.1 Full time plant and cafeteria employees regularly scheduled to work six (6) or more hours per day are eligible for fringe benefits, unless limited by other paragraphs of this Agreement, provided they meet the conditions and requirements for such benefits. The benefits provided are long service increments (Paragraphs 10.3-10.8), sick leave (7.38-7.65), paid holidays (11.21-11.26), vacations (11.8-11.20), and insurance benefits as described in (Paragraph 11.28-11.62).

11.2 Regular part time plant and cafeteria employees scheduled to work four (4) hours or more per day shall be eligible for long service increments, compensable leave, paid holidays and vacations on a prorated basis, the proportion that their regularly scheduled hours of work per day bear to eight (8) hours, provided they meet the conditions and requirement for such benefits. They shall also be eligible for insurance benefits as described in (Paragraph 11.28-11.62).

11.3 The Association agrees to endorse a voluntary wellness and health awareness program. Possible wellness programs could include, but not be limited to, stress reduction, weight loss and control, smoking cessation, cholesterol improvements, CPR, flu prevention, hand hygiene, etc.

11.4 The following employees shall not be entitled to any of the above fringe benefits:

11.5 Temporary or substitute plant employees and cafeteria employees, defined as those who substitute from time to time or are called in as extras at peak load periods.

11.6 Employees hired on a trial basis, until the trial period is successfully completed.

11.7 Any employee regularly scheduled to work less than four (4) hours per day.

## VACATION

11.8 Each full time twelve (12) month employee shall earn credit for paid vacation time in accordance with the following schedule:

Service with the Board	Amount Earned
1 <sup>st</sup> Fiscal year	None
2 <sup>nd</sup> Fiscal year	One day for each two months of service in the first year (Maximum of 6 days)
3 <sup>rd</sup> through 5 <sup>th</sup> Fiscal year	5/6 of a day for each month of service (Maximum of 10 days)
6 <sup>th</sup> through 12 <sup>th</sup> Fiscal year	1 1/4 days for each month of service (Maximum of 15 days)
13 <sup>th</sup> Fiscal year and thereafter	1 2/3 days for each month of service (Maximum of 20 days)
26 <sup>th</sup> Fiscal year and thereafter	2 days for each month of service plus on additional day (Maximum of 25 days)

11.9 No employee will earn vacation while on paid or unpaid sick leave which extends for a period of more than 30 consecutive work days.

11.10 Employees who have completed their probationary period with the Board and who have used three (3) days or fewer days of personal illness and/or illness in the immediate family shall be eligible for bonus vacation day(s) during the following year according to the chart below. Employees who do not earn vacation will be eligible to receive time off from work as bonus vacation day(s) at their regular rate of pay.

Number of Absence Days	Bonus Vacation Days
2 or 3	1
1	2
0	3

11.11 All full time nine (9) and ten (10) month plant employees shall receive vacation based upon the above schedule but vacation shall be limited to a maximum of ten (10) days. Notwithstanding the foregoing, no paid vacations shall be granted to Plant employees regularly scheduled to work less than a twelve (12) month basis who were first employed by the Board in the bargaining unit after September 12, 1977.

11.12 Vacation time earned during the current fiscal year (July 1-June 30) must be taken no later than December 31<sup>st</sup> of the next fiscal year.

11.13 Eligible (as defined in Paragraph 11.2) plant employees working regularly on a part time basis and regularly scheduled to work four (4) or more hours per day shall be allowed vacations with pay in accordance with the appropriate schedule. The vacation allowance will correspond in amount to the proportion that their regular daily assigned hours of work bears to eight (8).

11.14 Except with special advance permission from the Board, no vacation pay will be given unless the vacation is taken.

11.15 It is required that vacations for eligible nine (9) and ten (10) month employees be taken between September 1<sup>st</sup> and June 30<sup>th</sup> during school vacation periods and holidays and other times when school is not in session. (These vacation allowances were granted under prior contracts).

11.16 Upon resignation or other termination of service, an employee shall receive compensation for the vacation time earned up to the date of termination.

11.17 Vacations are to be taken at such times as recommended by the building administrator and as approved by the Director of Human Resources. Vacations shall not interfere with the continuity of operations as determined by the Department of Support Services.

11.18 Prior service with the Board, which is interrupted by a period of more than twelve (12) consecutive months where employment with the Board has ceased, shall not be considered in compiling eligibility for vacations.

11.19 Cafeteria employees shall not be eligible for paid vacation.

11.20 If an employee, while on vacation, is confined to a hospital overnight because of illness or injury, such day(s) spent in the hospital shall not be counted as vacation day(s). Moreover, a death in the immediate family which occurs while an employee is on vacation will not be charged to his vacation allowance to the extent provided in Paragraphs 7.80-7.82.

## HOLIDAYS

11.21 The following eleven (11) days each year are recognized as paid holidays for those employees in whose work year they fall:

HOLIDAY	1998-1999	1999-2000	2000-2001
Independence Day	July 4	July 4	July 4
Labor Day	September 7	September 6	September 4
Thanksgiving	Nov. 26 and 27	Nov. 25 and 26	Nov. 23 and 24
Christmas	Dec. 24 and 25	Dec. 23 and 24	Dec. 22 and 25*
New Year	Dec. 31 and Jan 1	Dec. 30 and 31	Dec. 29 and Jan 1*
Good Friday	April 2	April 21	April 13
Monday after Easter	April 5 (see par. 11.23)	April 24 (see par. 11.23)	April 16 (see par. 11.23)
Memorial Day	May 31	May 29	May 28
*Subject to change depending upon school calendar			

11.22 In order to receive holiday pay, an employee must work the last scheduled work day before and the first scheduled work day after the holiday, unless the employee is personally ill and has a physician's certificate or is scheduled for vacation or personal leave on the day in question.

11.23 The Board, at its discretion, may determine that the Mid-Winter Vacation Day, rather than the Monday after Easter, is to be recognized as a paid holiday, provided that it gives notice of such determination by January 1<sup>st</sup>. Holidays occurring during the employee's vacation shall not be charged against the vacation allowance.

11.24 If Christmas or New Year's Day occur on a Thursday, the Friday of the same week is to be considered a holiday with pay.

11.25 Eligibility of part time employees for holiday pay shall be contingent upon whether or not the holiday falls on a scheduled work day.

11.26 It is understood that if school is in session when a holiday is to be observed, the Board may arrange for such holiday to be observed on another day. This paragraph constitutes an exception to the provisions of Paragraph 8.35.

## **REQUIRED HEALTH EXAMINATIONS**

11.27 All employees shall comply with State laws regarding health requirements.

## **BENEFIT PLANS AND CAFETERIA—STYLE BENEFITS PROGRAM**

11.28 The Board will provide a cafeteria-style benefits program that offers eligible employees choices among the benefit plans described in the paragraphs below. This program will take effect on the first day of the month following ratification of this agreement by the Board of Education.

11.29 All Plant and Cafeteria employees who have completed 60 days of employment are eligible to enroll in the life, medical, dental, and vision benefit plans. In addition, eligible plant and cafeteria employees may enroll their spouses and their dependent (as defined by the IRS to age 25) children in the medical, dental and vision benefit plans. All Plant and Cafeteria employees who have completed one year of service with the Board are eligible to enroll in the long term disability insurance plan.

11.30 Employees who work 75% or more time must enroll in each section of the cafeteria plan.

11.31 Employees who work less than 75% time receive proportional benefit credits as listed below.

## **LONG TERM DISABILITY INSURANCE**

11.32 The plan shall have the following requirements and benefits: (1) One hundred twenty (120) day waiting period (duty days). (2) payment of 60% of base monthly earnings to a maximum of \$2,000 per month to age 65. (3) All benefits, conditions and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

## GROUP LIFE INSURANCE

11.33 The Board will provide core group life and accidental death and dismemberment coverage of \$25,000 to all eligible employees. All eligible employees may choose additional life insurance coverage amounts of \$25,000, \$50,000, or \$100,000. All benefits, conditions, and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

## HOSPITAL, MEDICAL, SURGICAL COVERAGE

11.34 Eligible employees will choose one of the five following medical plan options:

11.35 Coverage that is the same or nearly the same as Blue Cross Blue Shield MVF-2 with Master Medical Coverage including the following riders: \$3.00 prescription drug, VST, RPS, FAE-RC, Mandatory Second Opinion, and Hospital Pre-Admission Review.

11.36 Coverage that is the same or nearly the same as Blue Cross Blue Shield Community Blue PPO including the following riders: \$3.00 prescription drug and CB-MHDV mental health care.

11.37 Coverage that is the same or nearly the same as Blue Cross Blue Shield Comprehensive Major Medical (CMM 100) including the following riders: \$5.00 prescription drug, Mandatory Second Opinion, and Hospital Pre-Admission Review.

11.38 Coverage that is the same or nearly the same as Health Alliance Plan, an HMO.

11.39 Employees who are covered by another medical insurance plan may elect to waive coverage in any of the above plans. An employee electing to waive medical coverage must certify in writing that he/she is covered by another medical plan.

11.40 It is understood by the parties that specifications and coverage vary widely with insurance companies, and it may not be possible to precisely duplicate coverage. However, it is the desire of the parties to provide basically the same, or nearly the same, coverage on an overall basis. The Board shall have the right to determine the insurance providers and agrees that the same will be recognized and reliable ones. All benefits, conditions, and requirements shall be as set forth in the policy of insurance and as interpreted by the carriers.

## DENTAL COVERAGE

11.41 Eligible employees whose assignments equal 75% or more must choose one of the two following dental plan options:

11.42 80%-80%-80% coverage similar to the plan provided as of 6/30/99. Percentages are based on reasonable and customary charges for preventive, basic, and major restorative care and orthodontic care for children ages 6-18. Also included in the plan is a \$1,000 maximum annual benefit per family member for non-orthodontic care and an \$800 lifetime maximum benefit per eligible child for orthodontic care.

11.43 60%-60%-60% coverage similar to the plan provided as of 6/30/99. Percentages are based on reasonable and customary charges for preventive, basic, and major restorative care and orthodontic care for children ages 6-18. Also included in the plan is a \$1,000 maximum annual benefit per family member for non-orthodontic care and a \$600 lifetime maximum benefit per eligible child for orthodontic care.



11.44 Both of the above plans include deductibles of \$25 per person per year or \$50 per family per year that shall apply to all dental benefits except preventive services which consist of oral exams, cleaning of teeth, bitewing x-rays, and the topical application of fluoride. All benefits, conditions, and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

### VISION COVERAGE

11.45 Eligible employees whose assignments equal 75% or more must choose one of the two following vision plan options:

11.46 Coverage equivalent to the vision coverage being provided to employees as of 6/30/99.

11.47 Coverage for an annual eye exam only-subject to the same maximum benefit provided on 6/30/99.

11.48 All benefits, conditions, and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

### BENEFIT CREDITS

11.49 The Board will give each eligible employee a specified amount of benefit credits for each category of benefit plans within the cafeteria program. The employee will use these benefit credits to "buy" the plans that best meet his individual needs. The annualized benefit credits that each employee will receive are shown below. Newly hired employees will be eligible to receive benefit credits for medical, dental, vision, and life insurance as of the first day of the month following completion of 60 days of employment. Newly hired employees will be eligible to receive credits for long term disability insurance as of the first day of the month following completion of one year of employment.

### MEDICAL PLAN CREDITS

11.50 Plant employees whose assignments are 75% time or more and Cafeteria employees whose assignments are 75% time or more and who were hired prior to March 10, 1980:

Year	Single Credits	Two Person Credits	Family Credits
7/1/99 — 6/30/00	\$3,190	\$6,700	\$7,815
7/1/00 — 6/30/01	\$3,358	\$7,052	\$8,225

11.51 Cafeteria employees whose assignment are 75% time or more and who were hired on or after March 10, 1980:

Year	Single Credits
7/1/99 — 6/30/00	\$3,190
7/1/00 — 6/30/01	\$3,358

11.52 The figures shown above are yearly amounts that will be disbursed over 26 pay periods per year and prorated for any applicable portion of a year.

11.53 Employees whose assignments are less than 75% time will receive benefit credits proportionate to their assignment. For example: an employee whose assignment is 60% time would receive 60% of the medical benefit credits indicated above.

## **NON MEDICAL PLAN CREDITS**

11.54 Plant employees whose assignments are 75% time or more and Cafeteria employees whose assignments are 75% time or more and who were hired prior to March 10, 1980, will receive single, two person, or family benefit credits for dental and vision coverage depending upon their family status. Cafeteria employees whose assignment are 75% time or more and who were hired on or after March 10, 1980, will receive single benefit credits for dental and vision coverage. In addition, eligible Plant and Cafeteria employees whose assignments are 75% time or more will receive benefit credits for life and long term disability insurance. The amounts of the benefit credits for dental, vision, life and long term disability coverage will be equivalent to the actual cost of the current plans on July 1, 1999, and July 1, 2000.

11.55 Employees whose assignments are less than 75% time will receive benefit credits according to paragraph 11.54, but proportionate to their assignment. However, if the employee chooses to waive any coverage in the non-medical sections, the employee will not receive benefit credits for the waived section. For example, if the employee waives dental coverage, he/she will not receive any dental benefit credits.

11.56 Any unspent benefit credits will be paid to employees in cash spread over 26 or 21 pay periods per year (depending upon the employee's annual work schedule) and will be prorated for any applicable portion of a year.

## **PRICE TAGS**

11.57 Each benefit plan option, including the medical opt out option, has a price tag. The price tag is the amount of benefit credits that an employee must spend to "buy" that particular option.

## **MEDICAL PRICE TAGS**

11.58 An employee who chooses a plan that costs less than his benefit credits will receive 2/3 of the savings generated by doing so. (The price tag equals the actual plan cost plus 1/3 of the difference between the benefit credits and the plan cost.)

11.59 An employee who chooses a plan that costs more than his benefit credits must pay the excess cost. (The price tag equals the actual cost of the plan.)

11.60 Exception: The Board will pay the full cost of Blue Cross Blue Shield Community Blue during the life of this contract. If the actual cost of Community Blue is greater than the medical benefit credit amounts shown in the paragraph above, the Community Blue price tag will be lowered to equal the benefit credits.

## **NON MEDICAL PRICE TAGS**

11.61 Price tags for dental, vision, life and long term disability insurance plans will equal the actual cost of the current plans on July 1, 1999, and July 1, 2000.

11.62 Plans with other benefit levels are available for employees who wish to "purchase" different coverage with their benefit credits through payroll reduction (if necessary).

## **SECTION 125 OF IRS CODE**

11.63 The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Said plan document shall cover the cafeteria plan adopted in this agreement. The plan will become effective upon ratification of the contract.

## **ARTICLE 12**

### ***Reduction of Staff***

12.1 The Association acknowledges the right of the Board to curtail programs and reduce staff, particularly when such action is necessitated by reason of an insufficiency of operational tax revenues, by reduced enrollments, or by the closing of a school building(s).

12.2 The Board shall consult with the Association, prior to finalizing any plan resulting in the reduction of staff in the bargaining unit, concerning the necessity for such action. Procedures for identification of employees whose employment and/or job assignments will be affected by such action will be discussed with the Association before any action is taken. A determination by the Board of the necessity to reduce staff shall be grievable through step two (Paragraph 6.18) of the Grievance Procedure to the Director of Human Resources, whose decision shall be final and not subject to further appeal to step three (Paragraph 6.19). An employee or the Association, however, may have use of the entire grievance procedure to appeal an alleged procedural violation or misapplication of seniority by the Board under this Article 12.

### **PROCESS OF STAFF REDUCTION**

12.3 General principals to be observed by the Board in effecting a reduction of staff will be as follows:

12.4 For purposes of layoff and recall, the seniority groups shall be:

12.5 As to plant employees, the sub-classifications listed in Appendix A;

12.6 As to cafeteria employees, the classifications listed in Appendix B;

12.7 All seniority shall be measured by the length of all service in the bargaining unit according to Article 13 hereof.

12.8 Vacancies developing in the normal course of events shall not be filled by newly hired employees, if there are currently in the employ of the Board individuals who are qualified to perform the available work and whose jobs have been identified as subject to elimination.

12.9 All temporary, substitute, and part time plant employees regularly employed less than four (4) hours per day, and all probationary plant employees assigned to the affected seniority group or to any equally or lower

rated seniority group, shall be laid off, in the above order, prior to the layoff of any seniority employee in the affected plant employee seniority group.

12.10 All temporary, substitute, and part time cafeteria employees regularly employed less than four (4) hour per day, and all probationary cafeteria employees assigned to the affected seniority group or to any lower seniority group, shall be laid off, in the above order, prior to the layoff of any seniority employee in the affected cafeteria seniority group.

12.11 If further reductions in staff are required, in any seniority group, by either reduction of assigned hours or layoff, than can be accomplished above, the Board shall reduce staff by the reduction of assigned hours or the layoff of the employee(s) having the lowest seniority in such seniority group.

12.12 An employee whose position is to be eliminated or who will be displaced by another employee in a reduction of staff shall have a right to bump (exercise seniority) in another equally or lower rated seniority group against the lowest seniority employee therein.

12.13 The Board may layoff any employee from a job into which he/she has transferred by reason of an exercise of seniority (bumping) hereunder during the first sixty (60) days of work in that assignment by reason of a failure by the employee to perform the new job satisfactorily to the Board.

12.14 Plant employees may not bump cafeteria employees, and cafeteria employees may not bump plant employees.

12.15 The exercise of seniority (bumping) in a reduction of staff by any employee shall at all times be subject to the employee possessing the necessary skills, knowledge of the job and experience required to satisfactorily perform the available work without the requirement of a prior period of training for the new position.

12.16 Any employee on layoff (or who receives a notice of layoff) who is eligible for and refuses an offer of another full time job for which he/she is qualified, shall be deemed a quit and lose his seniority. Such an employee who is eligible for and refuses a part time assignment shall not lose his seniority by reason of such refusal.

12.17 An employee working in another seniority group because of being displaced in a reduction of staff, shall have the first right to fill a subsequent vacancy in his former seniority group.

## **NOTICE OF REDUCTION OF STAFF**

12.18 Whenever possible, a written notice of discontinuance of service (or reduction in the amount of regular hours) because of a necessary reduction of staff shall be given to each employee affected thereby not later than June 1<sup>st</sup> of each school year, if such discontinuance or reduction is to become effective as of the end of that school year. Where services of an employee are to be discontinued or reduced at a time other than the end of the school year, the Board will provide such employee notice as provided in Paragraph 8.54 hereof.

## **RECALL**

12.19 When an increase in the work force becomes necessary, laid off employees will be recalled to the same or lower classification for which they are qualified in inverse order of layoff, before any new employees are hired. No laid off employee shall be entitled to be recalled to a vacancy in a higher rated seniority group than that he/she was assigned at the time of his layoff unless (1) there are no other qualified employees with

greater seniority available to fill that position and (2) he/she is qualified for such higher position without a training period.

## **ARTICLE 13**

### ***Seniority***

#### **DEFINITION OF SENIORITY**

13.1 For all purposes under this Agreement, seniority shall be earned during employment in any position in the bargaining unit in The Grosse Pointe Public School System, subject to the following conditions:

13.2 For purposes of layoff and recall, no member of any plant personnel classification (Appendix A) shall have or earn seniority in any cafeteria employee seniority group (Appendix B) or other employee group.

13.3 For purposes of layoff and recall, no member of any cafeteria classification (Appendix B) shall have or earn seniority in any plant employee seniority group (Appendix A) or other employee group.

13.4 A full year of employment shall count the same as any other full year of employment even though the number of duty days may be different.

13.5 A regular assignment of a part time employee of four (4) hours or more of service per day shall provide full seniority credit for a year of service. Temporary or substitute employees, and part time employees regularly assigned less than four (4) hours of work per day, shall not earn seniority during any period of such service.

13.6 An employee promoted or transferred out of the bargaining unit to another job in The Grosse Pointe Public School System shall retain his bargaining unit seniority as of the date of the promotion or transfer so long as employed in the school system, but shall not accumulate additional seniority while working in such other position.

13.7 An employee's beginning seniority date shall be his original date of hire in the bargaining unit, if he/she has successfully completed his probationary period.

#### **LOSS OF SENIORITY**

13.8 All seniority is lost when:

13.9 There is a voluntary severance of employment from the school system, in writing, by the employee, or

13.10 The employee is discharged for just and reasonable cause, or

13.11 The employee is laid off for a continuous period of two (2) years or for a length of time equal to his seniority, whichever is the least.

13.12 An employee is laid off in a reduction of staff, who refuses an offer in writing from the Board for a regular full time position for which he/she is qualified, or refuses to respond in writing within fifteen (15) days of mailing to a written offer from the Board of a regular full time position for which he/she is qualified.

## **RETURN TO WORK STATUS**

13.13 Employees will lose all seniority after thirty-six (36) months' absence due to illness or disability. An employee who is absent for twelve (12) months shall not be guaranteed a position in his original job classification. Long term disability benefits will continue according to Paragraph 11.32.

## **SENIORITY LIST**

13.14 A written seniority list shall be prepared annually by February 1<sup>st</sup>. Such list shall be posted in all buildings of the School District and a copy provided to the Association. Unless an employee complains in writing to the Department of Human Resources within fifteen (15) duty days following such posting that his seniority is incorrect, the list shall thereafter be deemed conclusively correct up to that date.

# **ARTICLE 14**

## ***Miscellaneous***

14.1 Where pronouns and relative words herein used are written in the masculine only, unless specifically otherwise designated, such words shall also read as if written in the feminine, and a similar (or masculine) construction shall be given to such words written in the feminine only.

## **ASSOCIATION BIDDING PROCESS**

14.2 The Plant and Cafeteria Association shall be allowed to bid on jobs for which the District is securing quotations on work to be done by outside contractors. In bidding for these jobs, the Association stipulates that its members are capable of doing quality bid work on a timely basis.

14.3 In providing the bid, the Association shall be expected to follow all of the same requirements as outside contractors, except for the following items:

14.4 Plant and cafeteria employees will be paid through regular payroll. Therefore, all labor expenses (such as FICA, retirement, overtime rates, etc.) must be reflected in the Association's bid.

14.5 Material costs will be paid by the District. However, all material costs must be included in the Association's bid. Any unusual tool requirements and costs must be agreed upon with the District.

14.6 The employees will be covered by the District's umbrella liability and workers' compensation insurances.

14.7 The district reserves the sole right to select the subcontractor for any work as a result of this bid process.

14.8 If the District deems that specific work shall be performed during regular work hours or during standard overtime work hours, this work shall not be subject to a bidding process.

14.9 An Association-Management "Bid Committee" shall be formed for the purpose of clarifying issues of bid requirements, payment procedures, safety, time requirements, or any other issue that would promote clarity and understanding between the Association and Management.

## **ARTICLE 15**

### ***Definition***

15.1 Except where clearly intended to refer solely to the members of the Board of Education of the Grosse Pointe Public School System, the "Board" as used herein, may have reference either to said Board of Education or to appropriate members of the Administrative staff of the school district (acting as the agent of the Board of Education).

## **ARTICLE 16**

### ***Strike Prohibition***

16.1 The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan, by public employees are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any employee or group of employees.

## **ARTICLE 17**

### ***Matters Contrary to Agreement***

17.1 This Agreement shall supersede any rules or practices of the Board which shall be contrary or inconsistent with its terms.

## ARTICLE 18

### *Duration of Agreement*

18.1 This Agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at a later date) shall be effective July 1, 1998 through June 30, 2001. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

18.2 Approved by the Board of Education of The Grosse Pointe Public School System by resolution duly adopted.

18.3 This Agreement shall continue in full force and effect to and including June 30, 2001, and thereafter for successive one (1) year periods, unless notice of termination is given in writing by either party to the other, not less than three (3) months or more than six (6) months prior to June 30, 2001 or successive anniversaries of such date; and upon giving of such notice, this Agreement shall terminate as of June 30, 2001, or a successive anniversary of such date, as the case may be.

18.4 Neither party shall demand any modifications of this Agreement; nor shall either of them be obligated to bargain collectively with the other with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiation of this Agreement, unless the right to request subsequent negotiations as to a specific matter is expressly provided herein.

18.5 Any notices required hereunder shall be sufficient if mailed:

**To the Board:**

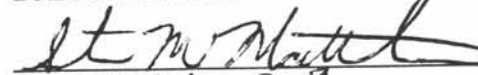
C/O Director of Human Resources  
389 St. Clair Avenue  
Grosse Pointe, Michigan 48230

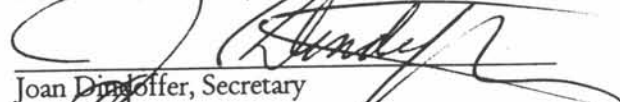
**To the Association:**

The then elected President of the  
Grosse Pointe Plant and Cafeteria Association  
At his residence

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


The Grosse Pointe Public School System  
Board of Education

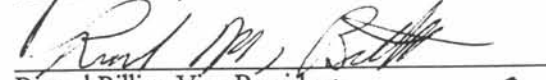
  
Steven M. Matthews, President

  
Joan Dindoff, Secretary

  
Eugene Washchuk, Director of Human Resources

Grosse Pointe Plant and  
Cafeteria Association

  
Alfred Reichel, President

  
Rivard Billiet, Vice President

  
William Schmidt, MEA

Members of the GPP&CPA negotiating committee: Richard VanGorder, William Edmunds, Mark DeRosier, Judith Duster, Richard Robb, Jerry VanTiem



## APPENDIX A

## Plant Personnel Wage Schedule

CLASS	POSITION TITLES	STEP	1998-1999	1999-2000	2000-2001	
B	Custodian	A	9.72	10.01	10.27	
		B	10.25	10.56	10.82	
		C	11.30	11.64	11.93	
		1	12.05	12.41	12.72	
		2	13.02	13.41	13.75	
		3	13.54	13.95	14.30	
		4	15.11	15.56	15.95	
C	Custodian Engineer (Unlicensed)	1	13.05	13.44	13.78	
	Head Engineer (Unlicensed-Adm. Bldg.)	2	13.82	14.24	14.59	
	General Maintenance	3	14.20	14.63	15.00	
	Site (High School)	4	15.73	16.20	16.60	
	Stores Driver					
	*Cafeteria Driver					
D	Custodian Engineer (Licensed)	1	13.53	13.94	14.29	
	Head Engineer (Licensed-Adm. Bldg.)	2	14.40	14.83	15.20	
	Assistant Engineer (Middle School)	3	14.88	15.33	15.71	
	Semiskilled Maintenance (July 1 after 3 years)	4	16.47	16.96	17.39	
	Stores Clerk					
E	Night Foreman (High School)	1	13.82	14.24	14.59	
	Skilled Maintenance	2	14.76	15.20	15.58	
		3	15.19	15.65	16.04	
		4	16.82	17.32	17.76	
F	Head Engineer (Elementary)	1	15.16	15.62	16.01	
	First Engineer (High School)	2	15.99	16.47	16.88	
		3	16.46	16.95	17.38	
		4	18.03	18.57	19.03	
	**Engineer (High School)	**4	17.22	18.15	19.03	
G	AV Technician	1	15.94	16.42	16.83	
		2	16.91	17.42	17.86	
		3	17.38	17.90	18.34	
		4	18.95	19.52	20.01	
H		1	17.32	17.84	18.29	
		2	18.17	18.71	19.18	
		***Middle School Engineer	3	18.66	19.22	19.70
		***HVAC Specialist	4	20.19	20.79	21.31
		***Journeyman (Qualified)	***4	19.36	20.37	21.31
I	Head Engineer (High School)	1	18.88	19.45	19.93	
		2	19.65	20.24	20.75	
		3	20.41	21.03	21.55	
		4	21.59	22.24	22.79	
		****First Assistant Maintenance	****4	20.66	21.76	22.79

\*The position of Cafeteria Driver is, for all purposes within this Agreement, a Cafeteria Personnel position.

## APPENDIX B

*Cafeteria Personnel Wage Schedule*

CLASS	POSITION TITLES	STEP	1998-1999	1999-2000	2000-2001
X	General Worker	2	8.11	8.35	8.56
		3	8.39	8.65	8.86
		4	8.67	8.93	9.16
		5	9.09	9.37	9.60
		6	9.63	9.92	10.17
		7	10.38	10.69	10.96
Y	Cook Manager (Middle School) Satellite Cook (Elementary School)	2	9.91	10.21	10.46
		3	10.34	10.65	10.92
		4	10.76	11.09	11.36
		5	11.17	11.50	11.79
		6	11.62	11.97	12.27
		7	12.58	12.95	13.28
Z	Cook Manager (High School)				
		2	10.85	11.17	11.45
		3	11.28	11.62	11.91
		4	11.69	12.04	12.34
		5	12.10	12.47	12.78
		6	12.55	12.92	13.24
	7	13.49	13.90	14.25	

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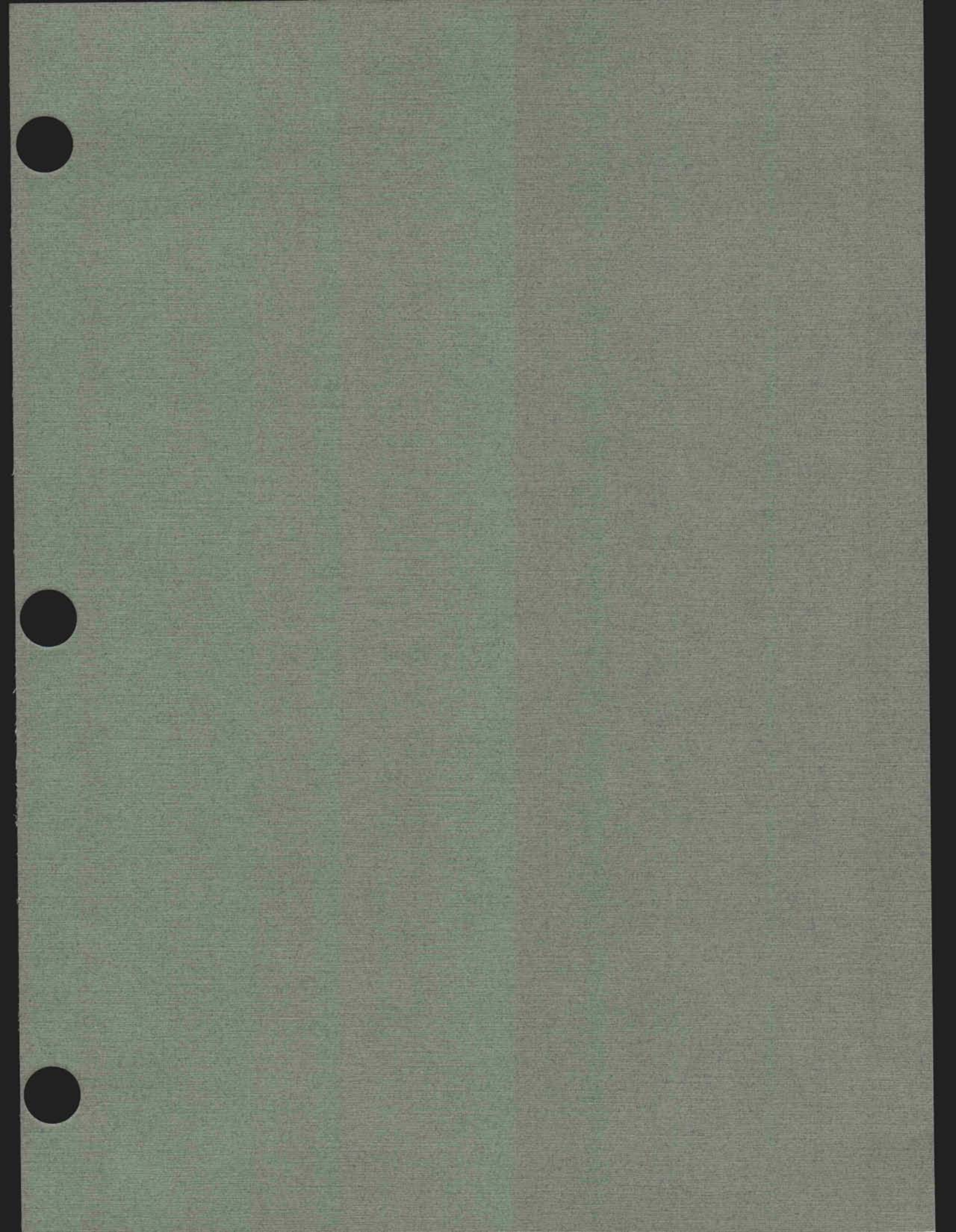
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This document has been prepared by the  
*Human Resources Department of*  
*The Grosse Pointe Public School System.*