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**A G R E E M E N T**

between

**THE BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT OF THE  
CITY OF DETROIT, MICHIGAN**

-and-

**THE ORGANIZATION OF  
CLASSIFIED CUSTODIANS**

\*

**January 4, 1990 - January 3, 1993**

*- Detroit Public Schools -*

LABOR AND INDUSTRIAL  
RELATIONS DEPARTMENT  
Michigan State University

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## A G R E E M E N T

This Agreement is entered into effective the 1st day of January, 1990, between the Board of Education of the City of Detroit (hereinafter referred to as the "Board") and the Organization of Classified Custodians (hereinafter collectively referred to as the "Union").

### ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations for the mutual interest of the school children of the City of Detroit, the Board, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing and maintaining proper service to the community.

To these ends, the Board and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of the parties at all levels and among all employees.

### ARTICLE II - NON-DISCRIMINATION CLAUSE

- A. There shall be no discrimination against any person in employment or in Union membership because of race, sex, religion, color, creed, or national origin. The parties will work together to assure equal employment opportunities,

and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all persons employed by the Board in all phases of the employment process.

- B. The Board and the Union are committed to the principle of equal pay for equal work and agree that no provision of this Agreement shall be interpreted in such a manner as to preclude persons of any sex from the equal opportunity to be considered, selected and employed in any position in the bargaining unit because of the sex of such person.

**ARTICLE III - RECOGNITION - EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Board in the job classifications described in Appendix "A".

**ARTICLE IV - RESIDENCY**

Effective September 22, 1978, all members new to the bargaining unit shall establish and maintain residency within the City of Detroit as a condition of employment.

**ARTICLE V - HOURS OF WORK**

Effective September, 1981, all regular full-time employees

covered by this Agreement, except as hereinafter provided, shall work eight (8) hours per day, Monday through Friday, including the thirty-minute lunch period daily.

**ARTICLE VI - WORKING RULES**

The Board may establish reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions. The Union shall be notified in writing and consulted regarding said working rules prior to their effective date and prior to any change therein.

There shall not be any arbitrary change in hours solely to avoid the payment of overtime. There shall be no conflict between the work rules and the terms of this Agreement.

**ARTICLE VII - CALL-IN TIME**

In the event that personnel who are members of this bargaining unit are requested by their department to report to work at times other than their regular work shift in order to meet emergency situations (vandalism, etc.) within the building, the employee shall receive, as approved and authorized by their department, the time and one-half rate of pay for actual time worked or a minimum of four (4) hours straight time, whichever is greater. Such call-in provision shall not, however, apply for continuous overtime hours worked prior to or after termination of the employee's regular workshift.

**ARTICLE VIII - PERSONNEL RECORDS**

Personnel records shall continue to be confidential and

carefully guarded in the interest of the individual employee. They are available only for administrative and supervisory use, but they are accessible, with the exceptions noted below, to the individual employees concerned.

The individual employee may examine his/her own record with the Superintendent or his designee. The exceptions include the tests and reports from the following sources:

- a. The Board Medical Examiner.
- b. The Psychological Clinic.
- c. Committees acting in the selection of promotion processes.
- d. Placement bureaus.
- e. Former employers.
- f. Items which may make the Board liable for claims of improper disclosure or publication.

The above documents shall remain as exceptions so long as they are not used at the hearing.

The employee may be accompanied by a union representative during the examination if his/her record provided that he/she has made a written request to the Board that a union representative be present.

The use of past records at a hearing shall be restricted to items which are relevant to the matter being considered at the hearing.



**ARTICLE IX - PROHIBITION AGAINST STRIKES OR LOCKOUTS**

There shall not be any strike action of any type engaged in, or encouraged, by the Union against the Board, nor shall there be any lockout by the Board. The Union will take affirmative steps to discourage and prevent strike action against the Board by its members.

**ARTICLE X - STEWARDS**

The stewards' responsibilities include the reasonable attempt by the steward to insure that members of the unit are familiar with and adhere to the responsibilities imposed by this Agreement and by the reasonable work rules established by the Board from time to time in consultation with the Union.

Where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the Board, the steward, or other Union officers who are directly involved in the grievance procedure shall be permitted a reasonable time to investigate and present grievances but shall not receive any extra pay from the Board because of the performance of such duties. However, when the steward or other Union officers who are directly involved in the grievance procedure are performing such authorized steward functions during working hours, they shall not suffer any loss of time or pay.

The steward shall, to the extent possible, perform his/her duties as steward without interference with his/her own job

functions or the job functions of other employees. The steward or Union officer shall not leave their job to conduct their duties as steward without first securing the permission of their immediate supervisor. The failure of the supervisor to grant reasonable time off may be the subject of a grievance.

**ARTICLE XI - RELEASED TIME ON UNION REQUEST**

During the life of this Agreement, and upon request of the Union, the equivalent of fifteen (15) work days per year shall be allowed without loss of pay or other benefits for purposes designated by the Union officers. The daily rate of any substitute service which the Board provides in these cases will be paid by the Union.

**ARTICLE XII - SPECIAL CONFERENCES**

A. Special Conferences for important matters will be arranged between the Local Union President and the Board, or its designated representatives, upon the request of either party. Such meeting shall be between no more than five (5) and at least two (2) representatives of each party to the agreement.

Arrangement for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. Such conferences

shall be held within five (5) calendar days after the request is made. This time limit may be extended if mutually agreed to by both parties.

Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., unless some other time is mutually agreed upon. The members of the Union shall not lose time or pay for time spent in such Special Conferences.

- B. The Union representatives may meet at a place designated by the Board on the Board's property for not more than one hour immediately preceding a meeting with the representatives of the Board if a written request has been made.

#### ARTICLE XIII - GRIEVANCE PROCEDURE

The employee with a problem shall first discuss the matter with the principal or administrator in charge directly or his/her designee, and if he/she wishes, may be accompanied by the Union representative with the objective of resolving the matter informally.

Should any difference arise as to the administration of the Agreement, it shall be settled in accordance with the procedures listed below:

- Step \*1. Principal or Administrator
- 2. Area Superintendent
- 3. General Superintendent or designee
- 4. Arbitration

\*When the grievance is directed against the principal or administrator in charge, the procedure will begin at Step 2. At the grievance hearings, the person(s) bringing the charge(s) shall not be the person(s) who chair the committee or enters into

the final discussion for the decision. All decisions shall be in writing. The Board agrees to fair and just disciplinary procedures.

**Step 1**

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the principal or administrator in charge within ten (10) working days from the time that the event took place or within (10) working days of the conditions giving rise to the grievance.

If during the summer months a dispute shall arise and the principal or his/her designee is not present in the building, complaints and grievances shall be presented to the Area Superintendent within ten (10) working days.

**Step 2**

Grievances not satisfactorily settled at Step 1 may be presented in writing by the Union to the Area Superintendent accompanied by a copy of the decision at Step 1. The Area Superintendent or his/her designee shall investigate the grievance and provide an opportunity for the grievant and the Union representative(s) to be heard, at a time mutually agreeable to them, but no later than ten (10) working days following receipt of the appeal. The Area Superintendent or his/her designee shall give a written decision within five (5) working days after the hearing.

### Step 3

Grievances not satisfactorily settled at Step 2 may be presented in writing by the Union to the General Superintendent and shall be accompanied by a copy of the decision at Step 2. The General Superintendent or his/her designee shall investigate the grievance and provide an opportunity for the grievant and the Union representative to be heard, at a time mutually agreeable to them, but no later than ten (10) working days following receipt of the appeal. The General Superintendent or his/her designee shall give a written decision within five (5) working days after the hearing.

### Step 4

If the appealed grievance is not satisfactorily settled, the Union or the Board may within twenty (20) working days:

- (a) In writing, submit to the other party, a Demand for Arbitration of any grievance under this Agreement to final and binding arbitration. If the parties are unable to agree upon an arbitrator within seven (7) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the employer may call any person as a witness in any arbitration

hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties.

The arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the employer and the Union.

- (b) Or, if either party so requests, Board and Union representatives will meet further to consider fairly, and in good faith, any methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation.
- (c) In Steps 1, 2 and 3, any decision not appealed to the next step of the grievance procedure within ten (10) working days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing,

shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.

**ARTICLE XIV - DISCHARGE, SUSPENSION AND DISCIPLINE**

**Section A:** The employee shall be notified in advance in writing of the purpose of a conference with the administrator or unit head where a written reprimand is contemplated. He/She shall have the right to have union representation.

**Section B:** An employee facing disciplinary action which could result in discharge, suspension or demotion shall be entitled to a hearing. The employee must be given written notice of this hearing. Notice should include statement of charges or work rule violations. Notice must also specify that the employee has the right to union representation. The hearing will be held within eight (8) working days from the date of occurrence. The person bringing charges against the employee shall not chair the hearing. A written summary will be provided to the Union.

**Section C:** Management Effectiveness will notify, in writing, the Union President or designee when a recommendation for discharge, suspension or demotion of an employee is made.

The recommendation will be provided not later than fifteen (15) working days from the date of occurrence. Should additional time be required, Management Effectiveness will notify the Union. The person bringing the charges is not to enter the discussion for a recommendation.

**Section D:**

Should the discharged, suspended or demoted employee or the Union representative consider the discharge, suspension or demotion to be improper, a written grievance may be submitted at Step 3 of the Grievance Procedure within seven (7) working days.

The Board agrees to fair and just disciplinary procedures.

**ARTICLE XV - COMPUTATION OF BACK WAGES AND OVERPAYMENTS**

- A. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate of pay.

In computing the amount of back wages to be paid by the Board in settlement of any back wage claim, the Board may deduct an amount equal to the interim earnings of the employee from any source so that the earnings of the employee during the back wage period will not exceed the earnings the employee would have received from the Board had



he/she been employed by the Board at his/her regular rate of pay.

- B. In the event an employee in this bargaining unit receives wages or other monies to which he/she is not entitled and which are payments or overpayments of such wages or monies, the Board agrees that except for unusual circumstances, it shall make arrangements with the employee for repayment to the Board in a manner which will minimize unusual hardship to such employee. The parties recognize that it shall be the continued responsibility of the employee to immediately notify the Board upon the discovery of such payment or overpayment in order that the Board may promptly rectify the discrepancy.

Repayment by an employee of any overpayment to the employee shall be made over a period of not more than twenty-four (24) months.

#### **ARTICLE XVI - SENIORITY**

##### **Section 1 - Probationary Employees**

- a. Employees appointed to regular positions in the unit shall be considered probationary employees for the first 120 calendar days of employment. When an employee has satisfactorily completed the probationary period, he/she shall be entered on the seniority list of the unit and shall rank, for seniority purposes,

from the effective date of his/her appointment. There shall be no seniority among probationary employees. This provision applies to Class "C" positions. In the event that management determines that a probationary Class "C" custodian is not performing at a satisfactory level, that employee shall have the opportunity to return to his/her former position if he/she is still able to perform in that position.

- b. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article III of this Agreement except employees discharged and/or disciplined for other than Union activity.

## Section 2

Seniority means total accumulated service in this bargaining unit since the most recent date of appointment.

Those employees presently in the bargaining unit at the signing of this contract will not be adversely affected by this Seniority Clause.

## Section 3 - Seniority of Officers and Stewards

- a. Stewards or designated representatives who are involved in the Grievance Procedure, shall be retained in their

respective shifts and respective location according to their classification.

- b. In the event the classification is eliminated in the said work location and shift and a dispute arises as to where the officers, stewards or designated representatives shall be assigned, the dispute will be resolved in accordance with the Special Conference language of this Agreement. Not more than one (1) steward or Union officer shall be assigned to the same job site or location.
- c. Notwithstanding their actual position on the seniority list, stewards shall, in the event of lay-off of any type, be continued at work as long as there is a job in their group classification which they can perform and after a lay-off shall be recalled to work on the first open job in their group classification which they can perform.
- d. In the event a lay-off is necessary, notwithstanding their actual seniority, the following local union officers, in the order in which their offices are listed below, shall continue to work in their group classification which they can perform and are willing to perform:

**President**

**Vice President**

**Secretary-Treasurer**

**Recording Secretary**

- e. The rights of the above officers to be retained is superior to the rights of stewards set forth in "c" above.
- f. The above-mentioned officers may, upon their request, be assigned to work days unless, as determined by the Board, this assignment adversely affects operations wherever such a position exists.
- g. A seniority list as of the date of this Agreement will be supplied the Union. Said list will show the names, locations, and job titles of all employees of the unit entitled to seniority and will be posted in each work area. The Board will keep the seniority list up to date at all times and will provide the local Union with up-to-date copies at the beginning of each semester.

**Section 4 - Loss of Seniority**

An employee shall lose his/her seniority for the following reasons only:

- a. He/she quits.
- b. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. He/she is absent for five (5) consecutive working days

without notifying the Board. The Board may consider and make exception to this rule in appropriate cases. After such absence, the Board will send written notification by certified mail to the employee at his/her last known address, with a copy to the Union, that he/she has lost his/her seniority; and his/her employment has been terminated. If the disposition made of any case is not satisfactory, the matter shall be referred to the grievance procedure.

- d. If he/she does not return to work when recalled from lay-off as set forth in the recall procedure of this Agreement.
- e. Return from sick leave and leaves of absence will be treated the same as "c" above.
- f. He/she retires under the terms of any retirement program.

**ARTICLE XVII - LAY-OFF AND RECALL**

- A. The word "lay-off" means a reduction in the working force due to a decrease in work or lack of funds.
- B. If it becomes necessary for a lay-off, the following procedure will be used:

Probationary employees first; then seniority employees will be laid off according to seniority, as defined in Article XVI and ability to do the remaining work.

- C. Employees to be laid off will have at least seven (7) calendar days notice of lay-off. The local union president and secretary shall receive a list from the Board of the employees being laid off on the same date the notices are issued to the employees.
- D. When the work force is increased after a lay-off, employees will be recalled according to seniority as defined in Article XVI. Notice of recall shall be sent to the employee at his/her last known address, be registered or certified mail, with a copy to the Union. If an employee failed to report for work within ten (10) working days from date of mailing of notice of recall, he/she shall be considered to have quit. In proper cases, exceptions may be made.
- E. With respect to items B, C, and D, exceptions may be made in proper cases. Disposition of these cases will be a proper matter for Special Conference; and if not resolved, it shall then be subject to the Appeal Board step of the grievance procedure.

**ARTICLE XVIII - PERFORMANCE REVIEW SYSTEM**

The purpose of the Performance Evaluation System is to improve the efficiency of the staff of the Detroit Public Schools. All members of the Organization of Classified Custodians bargaining unit shall participate in the evaluation system.

- A. The administrator responsible for direction and supervision of the bargaining unit members shall be responsible for the evaluation of these individuals. Each bargaining unit member shall be evaluated at least once a year by his/her immediate administrative supervisor. The administrative supervisor may designate a supervisor/administrator to make the evaluation(s) provided written notification of the designee is given to the bargaining unit member by the fourth Friday of the school year. In the event of emergency or re-assignment situations, such notification shall be given as soon as practicable.
- B. At the beginning of the school year, bargaining unit members shall develop a plan based upon a building inspection.
- C. The bargaining unit member to be evaluated will submit a written plan to his/her immediate administrative supervisor at the conclusion of the inspection.
- D. Bargaining unit members transferred or newly assigned during the fiscal year shall be required to participate to the extent possible in the new assignment.
- E. A separate mid-year inspection will be held for each bargaining unit member and his/her immediate administrative supervisor for the purpose of checking on progress and alerting both the immediate administrative supervisor and the bargaining unit member to any specific problems. If an

unsatisfactory rating of a bargaining unit member is being contemplated, the immediate administrative supervisor shall provide the bargaining unit member with written notice twenty (20) working days prior to filing of an unsatisfactory rating. Such notice shall specify the areas of an unsatisfactory performance in measurable terms. If the bargaining unit member corrects the specified problems within such twenty (20) working days, the unsatisfactory rating shall not be filed in those specified areas. Before the issuance of the performance rating, the immediate administrative supervisor shall take into consideration extenuating circumstances and changes in priority that may have occurred during the fiscal year. The immediate administrative supervisor shall identify, in writing, satisfactory or unsatisfactory. Judgments relating to the quality of the overall performance will be made by the immediate supervisor and communicated to the bargaining unit member in writing. The report shall also include suggestions for training or special actions to improve the future performance of the bargaining unit member. A copy of the report will be placed in the bargaining unit member's personnel file. In the event the immediate administrative supervisor determines that any bargaining unit member has performed at unsatisfactory levels, a conference shall be



scheduled with the Area Superintendent or division head to determine if further action will be taken. If such action results in re-assignment, probation, or disciplinary action, it will be subject to the grievance procedure.

**ARTICLE XIX - TRANSFERS AND PROMOTIONS**

- A. If for any reason an employee is transferred or promoted to a position not included in the bargaining unit, and is thereafter transferred back to a position within the bargaining unit, he/she shall return to the bargaining unit with full seniority rights and benefits, including the seniority he/she should have accumulated had he/she not been transferred out of the bargaining unit.
- B. If, and when, operations or divisions or fractions thereof are transferred from one location to another, employees affected will be given the opportunity to transfer within their classifications (to the new location) on the basis of seniority, desire, and ability.
- C. In the event of a newly created position within the bargaining unit, present employees shall be given the opportunity to transfer on the basis of seniority and the ability to perform the work of the new position. In such cases, all newly created positions shall be posted in a conspicuous place in each building in the school district where members of the bargaining unit are employed at least

fourteen (14) or a mutually agreeable number of calendar days prior to the filling of such newly created positions.

D. When vacancies occur within a division, such vacancies shall be posted within seven (7) days after vacancies occur, and shall be posted for a period of fourteen (14) days prior to filling the vacancy. Employees seeking location or shift transfers will be offered a transfer to the location or shift of their preference where a vacancy exists before a promotion is made. These transfers will be made in accordance with seniority and the ability to perform the work. Vacancies shall be filled within thirty (30) days of their occurrence. Whenever a transfer is effective, the employee shall not be considered for another transfer until after a period of one (1) year.

E. If there is any foreseeable movement of work or discontinuance of operation not covered in this Article, the Union shall be notified and such movement or discontinuance shall be discussed with the Union in order to provide for protection of the seniority of the employees involved.

F. Class "B" and "C" Custodians

These positions are to be filled on a temporary basis (10 days or less) by personnel on the promotional register from Assistant to Class "C" and "C" to "B" with priority given to the person in the classified category. In addition, an

assigned or volunteer list of Class "C" custodians with non-conflicting hours could be utilized in the absence of adequate personnel in these classifications. The section is also included under Article XXXII, Supplemental Agreements, Section F. Temporary Assignments and will be considered number 6.

**ARTICLE XX - HOLIDAY PROVISIONS**

- A. Ten-month employees will be paid straight time for all unworked hours of their regularly assigned eight (8) hour shift for the following eight (8) holiays: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, classified custodians will work a full day on Veteran's Day. They will be granted a full day off on Christmas Eve, if possible, or at a mutually agreeable time. Christmas Day, New Year's Day, Memorial Day and Good Friday in each year.
- B. Twelve-month employees shall be entitled to nine (9) holidays, which shall include the same holidays referred to above and Independence Day.

**ARTICLE XXI - VACATIONS AND OFF-DAYS**

- A. All regular employees covered by this Agreement shall receive vacation or off-days, whichever shall apply, with pay. Vacation or off-days, whichever shall apply, may not be taken until after sixteen (16) weeks of employment. Vacations must be taken during the year earned, or in the following year.

All 12-month employees shall accrue vacation credits as follows:

<u>Length of Service</u>	<u>Vacation Not to Exceed</u>	<u>Formula</u>
0 - 1 year	- 1 week	.19 biweekly pay period
1 - 5 years	- 2 weeks	.38 biweekly pay period
6 - 10 years	- 3 weeks	.57 biweekly pay period
11 - 19 years	- 4 weeks	.77 biweekly pay period
20 or more years	- 5 weeks	.95 biweekly pay period

Those employees presently receiving more than one or two weeks of vacation will not be adversely affected due to the change in the above formula.

Vacations will only be allowed during such time that a substitute is not required. The Board recognizes that there are buildings with continuous operations such as Schools Center Building, Management Academy, bus terminals, area offices, etc.

- B. Vacations will, as far as possible, be granted on the basis of the desires of the employee, seniority, and the efficient operation of the division.
- C. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, provided such scheduling does not unreasonably interfere with operations.
- D. When a holiday is observed by the Board during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- E. If an employee becomes ill and is under the care of a duly

licensed physician during his/her vacation, his/her vacation will be rescheduled.

- F. An employee shall not lose accrued vacation days if he/she is not able to take a vacation during any fiscal year because of an extended illness of twenty-five (25) working days or more in the same fiscal year. During any such illness, the employee shall have the right to request his/her absence be charged to his/her sick bank or to his/her accrued vacation.
- G. Employees in the bargaining unit with 15 or more years seniority or 200 days in sick bank, who earn vacation days, shall be eligible for bonus vacation days based upon unused sick leave in the following manner:

If at the end of the fiscal year the employee has 14 or more unused sick days, he/she shall receive 4 additional vacation days with pay. If at the end of the fiscal year the employee has 12 or 13 unused sick days, he/she shall receive 3 additional vacation days with pay. If at the end of the fiscal year the employee has 9, 10, or 11 unused sick days, he/she shall receive 2 additional vacation days with pay. All calculations shall be made on June 30 of any fiscal year. All days earned between July 1 and June 30, shall be used only after June 30 of that fiscal year.

**ARTICLE XXII - GENERAL LEAVE POLICY**

- A. The present sick leave, personal business leave, and other leave of absence policies of the Board of Education shall be continued as it applies to employees in the bargaining unit. Effective July 1, 1982, twelve-month employees in this unit shall receive sick leave at the rate of 17 days a year, to be earned at the rate of .65 days for each bi-weekly pay period worked, with a limit of 200 days.
- The employee shall be allowed two (2) unrestricted personal leave days each year. Maximum annual allowance is seventeen (17) days.
- B. **Sick Leave - Borrowing:** A regular employee in the bargaining unit who has exhausted his/her sick bank may, in the case of extended illness, borrow up to 15 or 17 days with a promissory note, whichever is applicable. These days will be deducted at the beginning of the following school year. Any employee who terminates his/her employment, other than because of death, shall repay the school system the amount owed for sick leave days advanced under this policy.
- C. **Catastrophe Bank:** When an employee's sick bank has reached the current allowable maximum as set forth in this Agreement, there shall be established a catastrophe bank into which all days over the maximum shall be placed. When an employee has used all days accumulated in his/her bank

for an illness/disability extending more than six months, he/she may then draw from the catastrophe bank to the extent he/she has made contribution to said bank. The employer may require medical evidence of the illness/disability.

D. **Sick Bank Incentive Plan:** It is the desire of the parties to design an equitable Sick Bank Incentive Plan that will reduce cost and reward good attendance. A joint Union/Board committee shall be established upon the request of either party to construct such a plan. Recommendations from the committee shall be presented to the Board for implementation. No changes will be implemented unless it is mutually agreed upon by the parties.

E. Leaves of absence without pay may be granted for reasonable periods for the purposes listed below:

1. Illness (with seniority accruing for a period of leave not exceeding two years).
2. Maternity - (See Appendix B - Board Maternity Policy).
3. Injury on the job (with seniority accruing for the entire period of leave).
4. Training relating to an employee's regular duties in an approved educational institution. (Seniority shall not accrue during period of leave).
5. Peace Corps Term - (Seniority shall not accrue during period of leave). The employee's return to work shall

be governed by existing procedure as set forth in the Administrative Handbook.

- F. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board. Such leaves granted, except for maternity leaves, may be extended for periods up to four (4) years.

Probationary employees shall not be eligible for leaves of absence other than military leaves.

- G. Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment shall, at the written request of the Union, be considered for leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return, shall be re-employed with accumulated seniority. Such leaves of absence may be renewed upon request of the employee.

- H. An employee who has filed a Form 4132, Request for Approved Absence, indicating the date of his/her wedding and the period of the leave requested, may charge to sick leave those working days which fall within seven (7) consecutive calendar days including and subsequent to the wedding day. Saturdays, Sundays, and holidays within a seven (7) day period are counted as a part of this limit.



- I. Veterans who are reinstated as employees in the bargaining unit, in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, and remain in the employ of the Board for at least one year after reinstatement, will be eligible to apply for leave of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement. The seniority rights of such employees shall be protected but shall not accrue during the leave of absence.
- J. Members of this bargaining unit who have been granted Professional Service Leaves shall be eligible, at their own (or Union's) expense, for those fringe benefits generally offered to this bargaining unit. This eligibility shall be conditional to the Agreement of the private carrier when such agreement is necessary.

A member who is on a Professional Service Leave of Absence shall be entitled to return to a position of like status and pay to that he/she left immediately before going on Professional Service Leave, at the expiration of his/her leave, subject to the seniority provisions of this Agreement.

**ARTICLE XXIII - FUNERAL LEAVE**

Absence due to death of a member of the immediate family may

be charged to sick leave to the extent of one to five scheduled working days as necessary for each death.

- A. Included in immediate family membership: husband, wife, children, father, mother, grandfather, grandmother, brothers, sisters, mother-in-law, father-in-law, and any other relative or non-relative living and making his/her home in the household of the employee.
- B. The working days allowed must be consecutive scheduled working days:
  - 1. If employee works on days of death: The days allowed do not include day of death, but begin with the first scheduled working day immediately following the day of death.
  - 2. If day of death is a scheduled work day and employee does not work on that day: The days allowed begin with and include the day of death.
  - 3. If day of death is not a scheduled work day or occurs during vacation period: The days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven (7) consecutive calendar days including day of death.

**ARTICLE XXIV - VETERANS**

- A. The re-employment rights of returning employees from a

military leave will be equal to or greater than applicable laws and regulations.

- B. Any employee who enters into active service in the Armed Forces of the United States who, upon termination of such services, receives a discharge other than dishonorable and is still qualified to perform his/her prior duties with the Board, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, provided he/she makes application to return to work within ninety (90) days after date of discharge. Special consideration may be given in the case of continuing hospitalization following discharge.
- C. A probationary employee who enters the Armed Forces of the United States and meets the foregoing requirements must, upon his/her return, complete his/her probationary period.
- D. Individuals on the eligibility register who, because they are drafted into the service of the Armed Forces of the United States, are unable to report for assignment when their position is reached, shall upon discharge other than dishonorable and if still qualified for said position, and a position is available, be placed in a position of equal status. Employees, when placed under these conditions, shall be required to serve the probationary period in order to attain seniority status.

E. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit; consideration will be given for unusual circumstances.

**ARTICLE XXV - COMMUNICABLE DISEASES**

The sick leave bank of members of this bargaining unit employed in schools shall not be charged for necessary absences up to five (5) days resulting from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough and impetigo. The statement of a licensed physician shall be required as proof of the cause of such absence.

**ARTICLE XXVI - SCHOOL-RELATED ASSAULTS**

Absences resulting from school-related physical assault and battery shall not be charged against the employee's sick leave bank although the regular gross earnings of the employee shall be maintained.

**ARTICLE XXVII - RATES OF NEW JOBS**

When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Board shall notify the Union prior to establishing a classification and rate

structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

**ARTICLE XXVIII - HEALTH, SAFETY AND SECURITY**

A joint Health, Safety and Security Committee will be established to consist of the local president, the appropriate steward or their designee and two (2) representatives of the Board. The committee will meet at mutually agreeable times to take up problems of this nature for the purpose of making recommendations to the General Superintendent. Conditions reported through existing procedures which are a health, safety and security hazard shall be given top priority and corrective action taken. If the appropriate department does not take satisfactory corrective measures, a grievance may be instituted at the third step of the grievance procedure.

**ARTICLE XXIX - POSTING OF UNION NOTICES**

The Board shall provide space in each building on a bulletin board which shall be used exclusively by the Union for posting notices pertaining to the conduct of their affairs.

A copy of all such notices will be forwarded to the General Superintendent or his designated representative.

**ARTICLE XXX - NOTICES TO UNIONS**

Copies of all directives affecting employees within the jurisdiction of the Union shall be sent to the Union, including

minutes of the official proceedings of the Board.

Copies of all personnel actions (promotions, transfers, demotions, lay-offs, discipline or discharge) shall be sent to the employee and the Union.

The Board will supply the Union with a list of the names, addresses, file numbers and job locations of new employees.

**ARTICLE XXXI - JURY DUTY**

An employee who is absent because he/she is performing jury duty in a state or federal court shall be paid the difference, if any, between his/her regular salary and remuneration he/she received as a juror for a period not to exceed sixty (60) days in any calendar year.

**ARTICLE XXXII - SUPPLEMENTAL AGREEMENTS**

**A. Community Use of Schools**

The present policy regarding the assignment of custodians to a building during periods of outside activity shall be maintained during the term of this Agreement. The principal or his/her assigned designee shall be responsible for the good order of the school and safety of the remaining school personnel who are left in the building due to the continuation of classroom studies when such periods are not covered by the custodians' regular work day.

**Regular school programs are defined as follows:**

- a. Those programs which involve a teacher with pupils in a learning situation during regular school hours.

- b. Programs that do not require any change in the number of hours to accommodate the use of areas or extra clean-up other than that normally done on a daily schedule.
- c. No school building shall be used outside of regular school hours without a permit issued by the Community Use of Schools Office. Those areas which the principal may require for staff meetings, extra-curricular student activities such as the French Club or the school newspaper shall require a "no charge", permit. Sponsors of school dances should have prior discussion with the Board custodian to properly establish the areas of responsibility for the conduct of the activity and the permit requirements.
- d. A permit for the use of a school building outside of regular school hours where cleaning shall be necessary to maintain an acceptable environment for regular school usage shall not be issued unless a regular custodial employee is on duty in the building.
- e. All City of Detroit Recreation Department permits shall make a provision for supervision if the individual school administrator indicates this necessity.
- f. The time allowance for all Community Use of Schools activities, for organizations other than regular school

programs, shall be as follows:

- 1) Two units or less -  $\frac{1}{2}$  hour.
  - 2) Corridors, toilets and stairways - high and middle schools - 1 hour. Elementary Schools - 1 hour.
- g. For any school activity where admission is charged, a permit must be issued for the service of a custodian. The permit shall include custodial supervision and clean-up time when access to other areas of the building is possible during or after the activity. An additional one (1) hours charge shall be made in the event that refreshments are served during any of the above activities.
- h. All Community Use of School rates will be paid at time and one-half of the Class "C" rate for classified custodians. All Community Use permits shall specify the amount of time allocated for custodial service.

**B. Promotional Exams**

Changes may be made in the promotional procedures if there is mutual agreement between the Board and the Union that more flexibility is needed in the seniority requirements of a specific examination to attract more candidates.



C. Breakfast v Lunch Program

A joint Union and Board committee will survey all breakfast programs which the Board feels are not properly compensated.

The recommendation of the committee will be given to the Superintendent for his recommendation and implementation. The present formula for overtime payments will continue to be maintained until these surveys are completed. A Community Use permit shall indicate the hours allowed. The breakfast overtime shall be reported on Form 397.

Servings

0 - 100 =  $\frac{1}{2}$  hour  
101 - 340 = 1 hour  
341 - 550 =  $1\frac{1}{2}$  hours

Each additional 125 servings will add  $\frac{1}{2}$  hour.

D. Requirements for Determination of Class A Buildings for Custodians:

- a. 110,000 square feet.
- b. Middle or high school.
- c. Health Education units.
- d. Staff of eight (8) - inclusive of the classified custodians.

If there is a mutual determination between the Union and the Board that extensive areas and grounds under the supervision and responsibility of the classified custodian could cause

undue maintenance/cleaning problems, this will be an item in the determination of a Class "A" building.

**E. Requirements for Determination of Class B Buildings for Custodians:**

a. Minimum of 55,000 square feet.

b. Staff of four (4) - inclusive of classified custodians.

If there is a mutual determination between the Union and the Board that extensive areas and grounds under the supervision and responsibility of the classified custodian could cause undue maintenance/cleaning problems, this will be an item in the determination of a Class "B" Building.

**F. Requirements for Determination of Class C Buildings for Custodians:**

a. A building less than a minimum of 55,000 square feet.

b. Requires the services of a full-time custodian.

c. Has an administrator assigned to the building.

d. Must be mutually agreed upon by the Union and Management.

**G. Temporary Assignments**

**1. Class A (Afternoon Shift)**

The situations where a temporary assignment (10 days or less) must be made, the designated assistant custodian will be assigned for a minimum of two hours.

**2. Class A (Day Shift)**

In situations where a temporary assignment (10 days or less) must be made, the designated building foreperson will be assigned for a minimum of four (4) hours.

3. **Class B Foreperson**

In situations where a temporary assignment (10 days or less) must be made, the Class A custodian in the same building will be assigned for a minimum of four (4) hours.

4. **Class B (Afternoon Shift)**

In situations where a temporary assignment (10 days or less) must be made, the designated assistant custodian in the same building will be assigned a minimum of four (4) hours.

5. **Schools Center Building**

In situations where a temporary assignment (10 days or less) for the Class A custodian must be made, the Class C or B Foreperson of the building will be assigned a minimum of six (6) hours.

In situations where a temporary assignment (10 days or less) for the Class C or Class B custodian must be made, the Class A custodian of the building will be assigned a minimum of four (4) hours. (See page \_\_\_\_\_, Article XIX, Section F for additional language.)

H. **Building Service Time**

These are jobs which relate to an immediate or emergency custodial work situation which occurs daily and outside the regular work schedule. The use of this time to circumvent the placement of cleaning personnel or absorb

added duties, is contrary to the purpose and intent of this Agreement.

**I. Placement**

In the event that it is mutually determined by both administration and the Union that the transfer or placement of an individual at a school would cause undue stress or harm to his/her person because of outside pressures or actions, a Special Conference will be called with representatives of the Union and administration and the individual involved, at which time an effort will be made to resolve the issue. The Union and employee involved, if in agreement, shall waive Article XIX, Transfers and Promotions.

**J. Joint Administration - Union Training Program**

The present joint Administration - Union Training Program shall continue with further efforts toward improvement accelerated.

**K. Building Surveys**

Building surveys which indicate the need for additional staffing or reorganizing personnel hours to cover cleaning areas will be implemented. The request for this survey may be initiated by the building administrator and head custodian jointly.

**ARTICLE XXXIII - UNION MEMBERSHIP, AGENCY SHOP AND DUES DEDUCTION**

**A.** The Board shall deduct from the pay of each employee from whom it receives an authorization to do so, the required

amount of fees for payment of Union dues and/or fees. Such fees, accompanied by a list of employees from whom they have been deducted, and the amount, shall be forwarded to the Union no later than forty (40) days after the deductions have been made. The Union will notify the Board forty (40) days prior to any change in such dues and/or fees.

**B. Agency Shop**

1. All employees employed in the bargaining unit or who become employees in the bargaining unit who are not already members of the Union, shall within sixty (60) days of the effective date of this provision, or within sixty (60) days of the date of hire by the Board, whichever is later, become members or in the alternative, shall within sixty (60) days of the effective date of this provision or within sixty (60) days of their date of hire by the Board, whichever is later, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members.
2. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of

this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).

3. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).
4. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
5. The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

**ARTICLE XXXIV - TAILGATE DELIVERIES**

The parties hereby agree that deliveries to schools shall continue to be made in accordance with the usual instructions to vendors by the Purchasing Department.

When materials and supplies are delivered to schools or offices by vendors or common carriers, it will be the responsibility of all building custodial staff, excluding cleaners and lockerroom attendants to move said cartons weighing

up to 50 pounds each from the truck tailgate or sidewalk into the building. Hand trucks will be available at each school for this purpose.

It is recognized that school staff will not be expected to move certain large and heavy items such as machinery, furniture, drums of liquid, etc., in this fashion. It is further recognized that deliveries made by Board of Education vehicles will continue to be made in the same manner, i.e., inside the building.

**ARTICLE XXXV - SUMMER WORK**

The parties agree that regular employees of this bargaining unit shall be given preference with respect to summer assignments and that such assignments shall be made in accordance with seniority provided that requests for summer assignments are received by the Housekeeping Department on or prior to the deadline date when such requests must be submitted.

**ARTICLE XXXVI - SUMMER CLEANING**

Custodians or other Housekeeping personnel assigned to the daily cleaning of spaces used by programs in school buildings during the summer period will be given a general guideline of their areas of responsibility.

Staffing for summer cleaning, (that period of time which totals six (6) weeks prior to school opening) will be the same number of persons assigned during the regular school year.

Problems that may arise as a result of the implementation of the above provisions will be subject to an immediate Special Conference.

**ARTICLE XXXVII - LAWN CARE**

- A. Lawn care is a part of the work assignment of each custodian.
- B. Mechanical equipment will be provided for the mowing of lawns.
- C. Athletic fields and driving ranges are to be maintained as per past practice.
- D. Should the problem arise concerning the necessity of motorized equipment for lawn care, the Union may request a Special Conference on the matter. A decision by the Board shall be provided with appropriate rationale for whatever action is determined.

**ARTICLE XXXVIII - SNOW REMOVAL**

- A. The removal of snow is a part of the work assignment of each custodian.
- B. Mechanical equipment will be provided to remove snow from the building site walks.
- C. The removal of snow at times other than regular working hours is not the responsibility of custodians.
- D. Custodians will not be responsible for the removal of snow from parking lots.



**ARTICLE XXXIX - SNOW EMERGENCY DAY OR DAYS ONLY**

In the event a snow emergency day or half-day is declared by the General Superintendent or his designee, classified custodians will be expected to report to their assigned locations.

Double time will be paid to all classified custodians who work on the above-referred to date. The payment of double time to classified custodians who report and work on a snow emergency day will constitute full payment for work on such day/days.

**ARTICLE XL - COPY OF AGREEMENT**

The Board will provide a mimeographed copy of this Agreement for each employee in the unit.

**ARTICLE XLI - WAGES**

- A. Employees on the payroll as of January 1, 1989, and still on the payroll January 1, 1990, shall receive a \$300 lump sum payment immediately following Union ratification and Board approval of this Agreement. (This is a one-time payment not added to the base.
- B. Effective January 1, 1990, wages shall be increased by six (6%) percent.
- C. For the period of January 1, 1991 - January 3, 1993, the parties shall meet for the purpose of negotiating only wages and fringe benefits.

- D. Effective the first full pay period in January, 1985, wages for members on the afternoon shift shall be increased thirty-five cents (.35) per hour. This differential is to be paid only during the period employees are assigned those hours.

Those employees presently authorized for one-half hour overtime shall continue their schedule while receiving this payment as their differential and are not eligible for the additional .35.

New employees assigned to these positions (one half hour overtime) shall receive the .35 differential and not qualify for the one half hour.

- E. Overtime: Over forty (40) hours in any single work week - time and one-half, Saturday - time and one-half, Sunday - double time, holidays - double time.

- F. The parties agree to establish a joint committee with AFSCME, Council 25, Local 345 for the purpose of resolving the issue of equalizing overtime when substitutes are not available. An agreement on this issue will result in the deletion of Article XLVIII, Sections D, E, and F on pages 44-46 and Article XLVI on pages 39 and 40 in the January 4, 1981 - January 3, 1984 Agreement which outlines procedures for the assignment of overtime under the mentioned condition.

**ARTICLE XLII - LONGEVITY**

Effective January 4, 1987, all bargaining unit members who, as of June 30 in any year, have completed fifteen (15) or more years of service as full-time employees of the Detroit School System (and are on the payroll November 1) shall receive \$250 added pay. This shall be paid as a lump sum each December on a special payroll.

**ARTICLE XLIII - HOSPITALIZATION, DENTAL AND OPTICAL INSURANCE**

Effective October 6, 1981, bargaining unit members are entitled to select coverage for themselves and their dependents under both health insurance, including a \$2.00 co-pay drug rider, and dental insurance. An employee may elect to apply for the health subsidy for himself/herself and dependents to coverage under Blue Cross-Blue Shield of Michigan, Health Alliance Plan or HMO of Michigan. The subsidy shall not exceed the cost of the Blue Cross-Blue Shield of Michigan Program.

Effective September 1, 1987, the Board shall provide full family optical coverage for all bargaining unit members. The Board shall select the carrier(s).

All non-emergency hospital admissions will be pre-authorized by the health care administrator. Length of stay will also be pre-determined and monitored for those hospital admissions that are approved. Hospital stay can be extended where medically necessary.

Employees must apply for coverage within sixty (60) days of initial employment or during open enrollment periods.

**ARTICLE XLIV - LIFE INSURANCE**

Effective October 1, 1981, the amount of life insurance granted to bargaining unit members shall be \$15,000.

Effective January 4, 1985, the life insurance program for employees retiring after January 4, 1985, shall be increased from the present \$350 policy to a \$1,000 policy.

Effective January 4, 1987, employees retiring from the Board shall be provided \$2,000 life insurance.

**ARTICLE XLV - RETIREMENT**

Effective July 1, 1977, the Board shall make a 5% contribution to the Michigan Public School Employees Retirement System for members of this bargaining unit.

Upon retirement with a retirement allowance in accordance with the qualifications established by the Michigan Public School Employees Retirement System, an employee will be paid an amount not to exceed one-half his/her unused sick leave days, with a maximum allowance of 35 days pay.

**ARTICLE XLVI - ELECTION DAY PROCEDURES**

Effective October 4, 1979, the new Agreement between the Housekeeping Section and the Election Commission representatives will govern services performed by the Detroit Board of Education employees.

All overtime performed by the custodians will be paid at their Community Use rate. The overtime must be worked in addition to the custodians' regular work hours.

Custodians must open the building at 6:00 a.m. and raise the flag. All Election Commission employees must be admitted into the building when they arrive. The custodians will provide assistance to the Election Commission employees.

Time allowance for set up and take down:

**SET UP:** One half ( $\frac{1}{2}$ ) hour each for two (2) persons, total one (1) hour per precinct - move voting cabinet into room, set up tables and chairs.

**TAKE DOWN:** One half ( $\frac{1}{2}$ ) hour each for two (2) persons, total one (1) hour per precinct - remove voting cabinet, tables and chairs from room. This includes the clean-up time and arranging the classroom.

The person in charge of the Election Commission group in the building must countersign the Form 397 before leaving the building.

**ELECTION DAY SERVICES:**

The custodians will service the needs of the Election Commission from six (6:00) a.m. The custodians will, after the regular assigned hours are completed, continue to service the Election Commission and provide security for the building, until the Election Commission employees leave the building.

**SET UP THE ROOMS:**

The night before the election, the custodians will set up the rooms by moving the voting cabinets, set up tables, chairs and waste baskets.

**ABSENT ON ELECTION DAY:**

If the custodian for any reason does not intend to work the election activity in his/her school, he/she should notify in advance, the Housekeeping Office. The Housekeeping Office will assign a custodian to the building.

**ARTICLE XLVII - MISCELLANEOUS**

**A. Building Inspection and Maintenance Requests**

The existing procedures which deal with the Monthly Inspection Report, Form 7298, dated 8/73 and Maintenance Request Directive File 0066, dated 4-29-71 will continue to be in effect.

**B. Mileage**

Effective April 1984, the Board agrees to pay .21 per mile for a maximum of 600 miles per month per employee.

**C. Outline of Promotional Procedure for Classified Custodians**

**1. Notification of Employees**

Announcement of all custodian promotional examinations shall be by notices sent to all schools. One copy shall be for the principal and office bulletin board and one copy for the classified custodians in each school. Notices shall also appear in the Board of Education's official publication. All announcements shall be released at least 30 days prior to the examination and shall show the final date for filing as well as the date of the written examination. Candidates will apply directly to the Non-Instructional Personnel Department in writing.

2. Promotional Procedures - Promotional Register

- a. Promotional examinations shall be given a minimum of at least twice a year or as needed to maintain the register for filling promotional vacancies in each classification. The Housekeeping Department will alert the Personnel Office when there is an indication that more personnel will be needed to avoid depletion of the promotional register.
- b. The Personnel Department shall maintain a complete and accurate record of all promotional registers.
- c. All custodian promotional registers shall be in effect until such time as the list is depleted.
- d. All candidates on a current register who have not been promoted prior to the construction of a new register shall be placed in rank order on the new register ahead of the successful listees on the new register.

3. Procedure for Filling a Vacancy

- a. Proper classified personnel will be assigned to buildings. When a vacancy occurs in a classified school, such vacancy shall be filled with the top person on the promotional register for that classification.
- b. A lateral transfer request shall take precedence over a promotion from the register. Such request for transfer must be on file in the Personnel

Office at least 48 hours before the vacancy occurs. All requests for lateral transfers shall be honored according to seniority. When the person with the greatest seniority moves into a vacancy, the school he/she leaves will then become the vacancy.

After all requests for lateral transfers have been honored, the vacant school will then be offered to the person at the top of the promotion register.

- c. If the top person does not wish to accept the first promotion offered him/her, he/she will continue to hold his/her position on the register and receive consideration when the next vacancy occurs.

Should he/she elect to refuse the second position offered to him/her, his/her name will be moved to the bottom of the promotional register.

When his/her name again appears at the top of the register, he/she will be offered a third opportunity for promotion. Should he/she choose not to accept the third chance for promotion, his/her name will be removed from the register.

Refusal of a promotion to the same school a second time will not be considered a second refusal.

- 4. When a school building is reclassified upward, it shall become a vacancy for the higher classification, and shall be considered a newly-created position,.



5. The minimum number of years of service required to take the examination for promotion will be decided in a consultation between the Personnel Department, the Housekeeping Department and OCC. Each announcement of a promotional procedure will state the minimum years of service required.

D. Housekeeping

Substitutes or overtime will be provided on the first day of absence of each custodial employee according to the following schedule:

8 Hour Position -- 7 Hours of Overtime

7 Hour Position -- 6 Hours of Overtime

6 Hour Position -- 5 Hours of Overtime

5 Hour Position -- 4 Hours of Overtime

E. Current Substitutes or Overtime Procedure

Upon notification of the intended absence of any regularly assigned custodial employee or of any E.S. custodial employee filling a regular position, the request for an E.S. replacement is to be directed to the custodial substitute office.

If the personnel of the custodial substitute office indicates that they are unable to assign an E.S. assistant custodian or an E.S. cleaner to fill the position, a request may be made for the authorization of overtime for a custodial employee assigned to the building to perform the housekeeping duties of the absent employee. Such requests are to be made to the substitute unit of Non-Instructional

Personnel. When authority is granted, it will be in accordance with the following schedule:

8 Hour Position -- 7 Hours of Overtime

7 Hour Position -- 6 Hours of Overtime

6 Hour Position -- 5 Hours of Overtime

5 Hour Position -- 4 Hours of Overtime

The head custodian is held responsible for keeping an up-to-date record of the amount of overtime offered to each employee assigned to the building and of the amount worked by each. He/she is also held responsible for having such a record available for review at all times. The record shall show that all authorized overtime has been divided as equally as possible between all regular custodial employees assigned to the building. When no custodial employee assigned to the building is available to work authorized overtime, an effort will be made by the Housekeeping Office to locate a custodial employee from another building to take the overtime.

In all situations, the head custodian is held responsible for using the personnel available to him/her to the best advantage in terms of overall building sanitation. He/she is authorized and expected to use employees as needed in the building regardless of work schedules. No employee is to refuse to comply with a work assignment in any part of a building within his/her assigned working hours.

The provisions of Paragraph "E" are subject to, and superseded by Article XLVI, page 33 to the extent the two are inconsistent.

**F. Equalization of Overtime**

The parties agree that overtime hours shall be divided as equally as possible among all employees in the bargaining unit by classification within a building. Any employee who feels that such overtime has not been divided equally shall have the right to check the overtime record which shall be kept and posted by the person who is normally responsible for assigning overtime hours.

Whenever overtime is required, the employee with the least number of overtime hours in that classification shall be offered such overtime. If such employee refuses the overtime assignment, the next employee with the least number of overtime hours shall be offered the overtime assignment and so on. Where overtime is not worked because the employee was unavailable or he/she refused, the employee will be charged the average number of overtime hours of the employees working such overtime.

Overtime hours allocated by classification which are refused by employees in that classification may be worked by employees in other classifications, provided that such other employee has the ability to perform the work.

**ARTICLE XLVIII - ADDITIONAL LOCKER ROOM SERVICE**

In the event that situations arise within a school which require use (swimming, etc.) of the locker room outside of regular school hours, the head custodian will be notified of the nature and extent of the activity by the Physical Education Department. Upon notification by the Physical Education Department Head or principal that an activity has been scheduled and a community use permit request has been filed, Housekeeping Department personnel shall be assigned by the head custodian for such activity.

**ARTICLE XLIX - GENERAL**

- A. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Union, and employees in the bargaining unit, and in the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- B. The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States, except as limited by this Agreement. The

Board agrees, however, that except as to those working conditions incorporated in this Agreement (which may be changed only by mutual consent), no change in present working conditions which have been set forth in writing in (a) Board of Education proceedings or (b) the Administrative Handbook will be made effective without notification to the Union, and consultation with it respecting such proposed change. Such notification will be given as far in advance of the effective date of such proposed change as is reasonably possible, with the objective of affording the Union an opportunity, if it has objections to any such proposed change, to resolve such objections with the Board or its representatives before any such proposed change is made effective. However, the parties both recognize the possibility that emergency situations may arise in which prior notification and consultation is not feasible.

#### ARTICLE L - CHANGE AND TERMINATION

This Agreement shall remain in full force and effect through January 3, 1993, and, thereafter, shall be renewed from year to year unless any party hereto shall notify the other party in writing at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. However, it may be continued on a day-to-day basis by mutual agreement by both parties. Such written notice shall be sent by registered or certified mail to the other parties. In the event of proper notice by either party to change

and/or terminate, and no agreement on such changes is reached prior to 11:59 p.m., January 3, 1993, this Agreement shall be deemed to have terminated at 11:59 p.m., January 3, 1993.

FOR THE BOARD OF EDUCATION OF  
THE SCHOOL DISTRICT OF THE  
CITY OF DETROIT:

George F. Kumbrough

Deanna J. Miskulski

Dated: August 24, 1990

FOR THE ORGANIZATION OF  
CLASSIFIED CUSTODIANS:

Melvin Jackson

Victor Matetta

Approved and adopted by action of the Board of Education on

\_\_\_\_\_.

By: Lawrence C. Patrick, Jr.

LAWRENCE C. PATRICK, JR.,  
PRESIDENT  
BOARD OF EDUCATION

By: Lydia M. G. Barlow

LYDIA M. G. BARLOW,  
SECRETARY OF THE BOARD

APPENDIX "A"

DETROIT PUBLIC SCHOOLS 1989-90 SALARY SCHEDULE M  
CLASSIFIED CUSTODIANS  
GROUP I - REGULAR CUSTODIAL CLASSIFICATIONS (52 Weeks)

Pay Class Code	Position Code	Description	Daily Rates		Rates Effective 1/1/90 Biweekly Rates		Annual Rates	
			First 12 Yrs.	After 12 Yrs.	First 12 Yrs.	After 12 Yrs.	First 12 Yrs.	After 12 Yrs.
<b>Classified Custodians</b>								
3410-D	286	Class A	\$107.4753	\$108.0506	\$1,074.75	\$1,080.51	\$28,020	\$28,170
3430-D	287	Class B	95.1131	95.6884	951.13	956.88	24,797	24,947
3450-D	295	Class B & Heat & Port.	97.4145	97.9898	974.15	979.70	25,397	25,547
3440-D	288	Class B & Port.	96.2638	96.8391	962.64	968.39	25,077	25,247
3470-D	289	Class C	84.1685	84.7438	841.69	847.44	21,944	22,094
3460-D	279	Class C & Heat	See Class C & Port.					
3490-D	298	Class C & Heat & Port.	86.4699	87.0452	864.70	870.45	22,544	22,694
3480-D	294	Class C & Port.	85.3192	85.8945	853.19	858.95	22,244	22,394
8490-H (1)	284	Shift Differential (Afternoons)		.3500 per hour				

Community Use of Schools	Rates Effective 1/1/90	
	Week Days Hourly Minimum	Saturday PM Sundays & Holidays Hourly Minimum
Custodians and Locker Room Attendants (Class II)	\$15.7816 \$47.3448	\$15.7816 \$71.0172





## APPENDIX "B"

### STATEMENT OF POLICY

The intent of this Statement of Policy is to establish personnel practices and conditions concerning maternity.

Absences from work which are associated with pregnancy, childbirth, and childcare shall be subject to the respective regular Board provisions as applicable, for approved illness absence, Leave of Absence for Illness (without pay because sick bank is exhausted), approved absence without pay, or Leave of Absence for Personal Business (except as specifically otherwise provided in this Statement of Policy).

Since continuing to work, disability absence, and return to work are predicated on medical conditions, the failure of a pregnant employee to give required notice and submit the required medical evaluations and/or certifications from her physician shall be cause, at the discretion of the Board, after 10 days notice, to place the employee on Leave of Absence for Personal Business.

#### A. REQUIREMENTS FOR CONTINUED WORK:

1. The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.

2. In order to provide for maximum continuity of instruction, the employee is expected to inform her administrator in writing of the tentative dates of leaving and returning as soon as possible after her condition is confirmed. Notification of tentative dates shall be given in writing not later than the end of the fourth month of pregnancy.
3. An employee may continue work in her current assignment provided that the employee shall submit statements from her personal physician which shall certify the anticipated date of delivery; and that she is able to work in her current assignment (the Board shall develop such a physician's certificate form); and further, provided that she is able to, and continues to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

**B. REQUIREMENTS FOR APPROVED ILLNESS ABSENCE FOR DISABILITY (ILLNESS) WITH PAY, OR LEAVE OF ABSENCE FOR ILLNESS (without pay because sick bank is exhausted):**

1. The date of leaving work because of disability shall be determined by the employee and her physician provided that it is certified by the employee's personal physician and confirmed by the Board Medical Examiner that the employee is unable to work.

2. During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick leave bank subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the Board Medical Examiner.
3. An employee shall not move from any unpaid leave of absence status to paid disability absence status.
4. An employee shall not move from a disability absence to an approved absence without pay except that an employee may make such request within the four (4) weeks preceding the end of a semester.

C. REQUIREMENTS FOR LEAVE OF ABSENCE FOR PERSONAL BUSINESS WITHOUT PAY:

An employee may be granted a leave of absence for Personal Business for absences which are not disability absences but are related to the preparation for childbirth and/or the care of the new born child. Such leave of absence is subject to the regular provisions for leave of absence for Personal Business.

D. REQUIREMENTS FOR RETURN TO WORK:

1. After childbirth, the employee's return must be approved by the employee's personal physician and the Board Medical Examiner.

2. During the period of absence because of disability, or approved absence without pay of up to four (4) weeks, the employee's regular position will be held, subject to the regular procedures for approved illness absence, and the regular procedures for approved absence without pay.
3. Regular conditions and provisions applicable to returns to active employment from illness absence, leave of absence for illness, leave of absence for Personal Business or resignation shall apply.

**E. RELATED CONDITIONS:**

1. Regular conditions and provisions for continuation of insurance which apply to approved absences and/or leave of absence shall apply.
2. The decision of the Board Medical Examiner is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner as to her ability or disability for work, the employee may appeal the decision under the following conditions:

**The Board Medical Office shall provide a list of at least three (3) appropriate specialists. The employee shall consult any one of those designated at her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.**

3. The Office of Personnel may require a medical

examination by the Board of Education Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

APPENDIX "C"

February 27, 1990

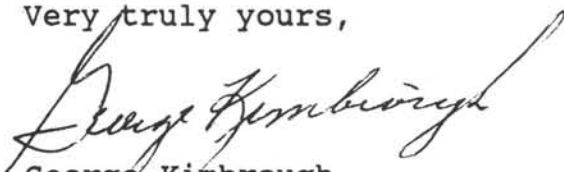
Mr. Ted Jackson, President  
Organization of Classified Custodians  
BASEMENT -- S.C.B.  
5057 Woodward Avenue  
Detroit, Michigan 48202

Dear Mr. Jackson:

Supplementing our Collective Bargaining Agreement reached  
February 27, 1990, the parties agree as follows:

Should the Board declare any day as an official  
non-work day for all employees of the Board, said  
declaration shall apply to the employees in this  
bargaining unit. (i.e., May 31, 1968)

Very truly yours,



George Kimbrough  
Executive Director  
Office of Labor Affairs

February 27, 1990

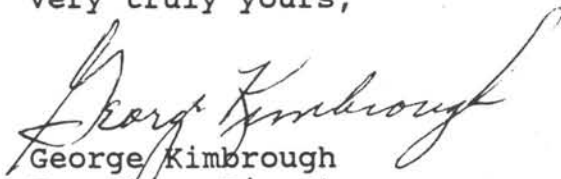
Mr. Ted Jackson, President  
Organization of Classified Custodians  
BASEMENT -- S.C.B.  
5057 Woodward Avenue  
Detroit, Michigan 48202

Dear Mr. Jackson:

Supplementing our Collective Bargaining Agreement reached  
February 27, 1990, the parties agree as follows:

The right of contracting or sub-contracting is the  
right of the Board. However, the right to contract  
or sub-contract shall not be used by the Board for  
the purpose of undermining the Union, nor to  
discriminate against any of its employees by means  
of lay-off of any regularly appointed employee  
with seniority in the bargaining unit, while at  
the same time entering into any contracts or  
sub-contracts of work which has previously been  
performed exclusively by employees in the bargaining  
unit.

Very truly yours,

  
George Kimbrough  
Executive Director  
Office of Labor Affairs

LETTER OF UNDERSTANDING

The parties agree that the implementation of Article XV-  
Computation of Back Wages and Overpayments, B. in the January 1,  
1990 - January 3, 1993 Agreement in no way precludes the Board  
from taking the necessary action against an employee who may  
obtain wages or other monies to which he/she is not entitled  
through fraudulent means, nor does the signing of this letter by  
the Union preclude the Union's right to grieve against such  
actions.

Article XV, B. reads thusly:

"In the event an employee in this bargaining unit receives wages or other monies to which he/she is not entitled and which are payments or overpayments of such wages or monies, the Board agrees that except in unusual circumstances, it shall make arrangements with the employee for repayment to the Board in a manner which will minimize unusual hardship to such employee. The parties recognize that it shall be the continued responsibility of the employee to immediately notify the Board upon discovery of such payment or overpayment in order that the Board may promptly rectify the discrepancy.

Repayment by an employee of any overpayment to the employee shall be made over a period of not more than twenty-four (24) months."

FOR THE UNION:

*Wesley Jackson*  
*Victor Malitta*

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

FOR THE BOARD:

*George Kimbrough*  
*Dennis J. Trubulski*



February 27, 1990

Mr. Ted Jackson, President  
Organization of Classified Custodians  
BASEMENT -- S.C.B.  
5057 Woodward Avenue  
Detroit, Michigan 48202

Dear Mr. Jackson:

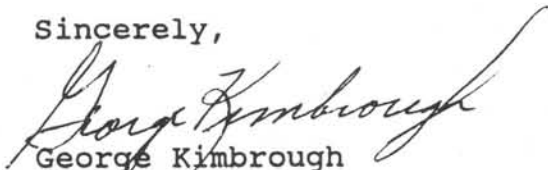
Supplementing our Collective Bargaining Agreement reached  
February 27, 1990, the parties agree as follows:

Cass, Cody, Cooley, Ford, Northwestern, Redford, Osborn and  
Finney will have a Class "C" foreman assigned effective July  
1, 1990.

CAMPUS COMPLEX SCHOOLS	CUSTODIAL ASSIGNMENT
TAPEC - East Side Development	Class C
Area E Magnet - Butzel	Class A
VanZile - Farwell	Class A
Hampton Elem/Hampton Middle	Class A
Central-Roosevelt -Central"A"/Roesevelt	Class C
Northern High - Northern Annex	Class A
Murray-Hancock Primary - Murray"A"/Hancock	Class C
Poe - Edmonson	Class B
West Side Development - Clippert	Class B

Special Conference to be held on the Management Academy

Sincerely,

  
George Kimbrough  
Executive Director  
Office of Labor Affairs

February 27, 1990

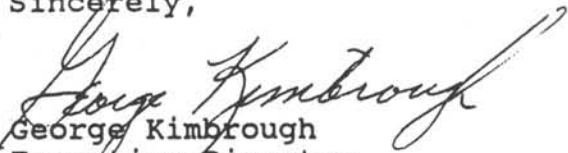
Mr. Ted Jackson, President  
Organization of Classified Custodians  
BASEMENT -- S.C.B.  
5057 Woodward Avenue  
Detroit, Michigan 48202

Dear Mr. Jackson:

Supplementing our Collective Bargaining Agreement reached  
February 27, 1990, the parties agree as follows:

Substitutes or overtime will be provided for OCC and Local  
345 personnel on the first day of absence beginning February  
1, 1990.

Sincerely,

  
George Kimbrough  
Executive Director  
Office of Labor Affairs