6/30/89

## CONTRACT

between

THE BOARD OF EDUCATION

of the

SCHOOL DISTRICT OF THE CITY OF INKSTER

and

THE INTERNATIONAL UNION

of the

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AND MICHIGAN COUNCIL 25

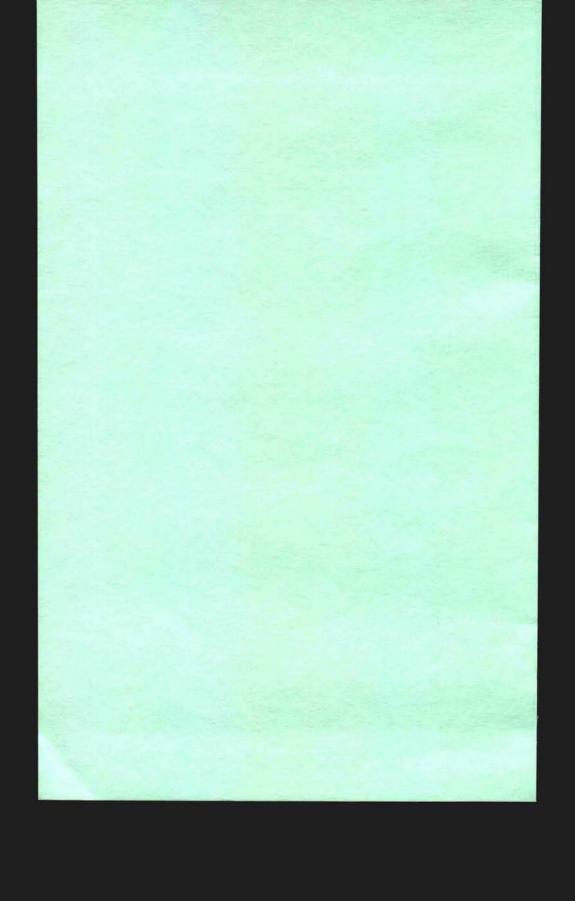
and

INKSTER PUBLIC SCHOOLS
NON-TEACHING EMPLOYEES
Local #1638

1987-89

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Inkoter Public Schools



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#### **AGREEMENT**

This Agreement entered into on this eleventh day of August, 1987 between the BOARD OF EDUCATION OF THE INKSTER SCHOOL DISTRICT (hereinafter referred to as the "Board") and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, and MICHIGAN COUNCIL 25 and its affiliate LOCAL 1638 (hereinafter referred to as the "Union").

**PURPOSE & INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of 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 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 at all levels and among all employees.

#### FAIR EMPLOYMENT PRACTICES

The Employer and the Union recognize their respective responsibilities under Federal, State, and local laws relating to fair employment practices.

The Employer and the Union recognize the moral and legal principles involved in the area of civil rights and reaffirm in this Agreement their commitment not to discriminate because of race, creed, color, age, sex, marital status, political beliefs or activities, handicap, or membership in any labor organization. Further, the Union and the Employer shall work together to promote equal employment opportunity within the guidelines of this contractual agreement.

The word "employee" shall mean either male or female wherever it

is used in this Agreement.

#### ARTICLE 1 — BOARD'S RIGHTS

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 direction of employees, including the right to plan, direct, and control school district operations, hire, suspend or discharge for proper cause or transfer, to make reasonable rules in the school district, to relieve employees from duty because of lack of work or other reasons, and the right to introduce new or improved methods or facilities, is vested exclusively in the Board of Education, as well as other traditional prerogatives of management not hereby or herein expressly made a subject of negotiation, provided that there should be no conflict with any provision of this Agreement.

#### ARTICLE 2 — RECOGNITION

#### SECTION 1: EMPLOYEES COVERED

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Board included in the bargaining units described below.

(b) Employees covered under this Agreement shall consist of clerks, paraprofessionals, secretaries, bookkeepers, lunchroom heads/helpers, bus drivers, head bus drivers, custodians, head custodians, matrons, supply coordinators, swim/gym aids, parking lot attendants, hall monitors, bus mechanics, truck driver/assistant, and maintenance men who are regular full-time/part-time employees. The Secretary to the Superintendent and/or Board of Education, The Secretary to the Assistant Superintendent, nor The Secretary to the Business Manager are **NOT** covered by this contract.

(c) Temporary Help — See Article 36

(d) Excluded from the Bargaining Unit are temporary/seasonal employees, administrative/supervisory personnel, substitute employees, work-study students, **SCORE** personnel/students, employees who work less than 3 hours per day, and other specified employees.

#### ARTICLE 3 - AID TO OTHER UNIONS

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

## ARTICLE 4 — UNION SECURITY AND CHECK-OFF

SECTION 1: FAIR SHARE AGREEMENT

(a) The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

#### SECTION 2: UNION SHOP PROVISION

(a) It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees and assessments, or shall pay a collective bargaining service fee for cost of negotiating and administering this and succeeding Agreements.

(b) The Employer shall keep the Union apprised of the status of its bargaining unit members who are on approved leaves of absence,

layoff, new hires, transfers, promotions, change in wages, etc.

#### SECTION 3: TERMINATION CLAUSE

Any employee who has failed to either maintain membership or pay the requisite Agency Fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employees shall be terminated under this Article unless he is sixty (60) days in arrears in payment of dues.

(a) The Union has notified him by letter addressed to his address last known to the Union spelling out that he is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the Board of Education for termination from employment as provided for herein, and

(b) The Union has furnished the Board of Education with written proof that the foregoing procedure has been followed or has supplied the Board of Education with a copy of the notice to the employee and notice that the employee has not complied with such request. The Union must further provide the Board of Education with written demand that the employee be discharged in accordance with this Article and provided to the Board of Education, in affidavit form signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding Agreements.

#### SECTION 4: DUES DEDUCTION PROVISION

(a) The Board of Education agrees to deduct from the pay of each employee from whom it received an authorization to do so, the amount specified upon the authorization. Each employee utilizing the Board of Education deduction from pay for the remittance of sums to the Union shall provide to the Board of Education an authorization in the form attached hereto as Attachment 3. The form shall include an agreement by the employee to hold the Board of Education harmless against any and all claims, demands, law suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board of Education for the purpose of providing the deduction service. Furthermore, the employee shall agree that in the event a refund is due to employee for any reason, such employee shall seek such refund from the Union.

(b) In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

(c) The Union shall indemnify and save the Board of Education harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board of Education for purpose of complying with any of the provisions of this Article.

## ARTICLE 5 — UNION DUES AND INITIATION FEES SECTION 1: PAYMENT BY CHECK-OFF

(a) Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off or Dues Form.

(b) Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization for Payroll Deduction hereinafter set forth, the Board agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following "Authorization for Payroll Deduction" Form. The Local 1638 will have its own authorization forms printed.

#### AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AUTHORIZATION FOR PAYROLL DEDUCTION

(Please Print)	Last Name	First Name	Middle Name
	Name of Employee	Department	
month, an a	deduct from my amount sufficier current rate of mo	earnings each	for the regular
AFSCME Location to the shall be uncil 25 and tified. The ametal Union No horization shall be appeared to the shall be app	al Union No. 163 certified by Local lany change in nount deducted so. 1638, Michiga all remain in efforces period Sept	88, Michigan C al Union No. 1 n such amour hall be paid to n Council 25 ect unless terr	ouncil 25. The 638, Michigan at shall be so the treasurer of AFSCME. This minated by me
year.			
eet Address			
and State			
nlovee's Signature			FORM F46

#### SECTION 2: WHEN DEDUCTIONS BEGIN

Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time that the application is signed by the Employee and shall be deducted from the 2nd pay of the month and each month thereafter.

#### SECTION 3: DESIGNATION OF DUES TO FINANCIAL OFFICER

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list of Employees' names for when dues have been deducted as soon as possible after the 10th Day of the NEXT MONTH.

#### SECTION 4: DISPUTES CONCERNING MEMBERSHIP

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Board and a representative of the Local Union, and if not resolved, may be decided at the final step of the grievance procedure.

## ARTICLE 6 — UNION REPRESENTATIVE

SECTION 1:

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

#### SECTION 2: STEWARDS AND ALTERNATE STEWARDS

(a) During overtime periods, an alternate Steward may be appointed by the President of the Union.

(b) The classification of Stewards will be designated as:

**Secretarial** — To represent clerks, secretaries, bookkeepers and aides who fall in this category.

Custodial — To represent custodians, maintenance men, matrons, and helpers who fall in this category.

Cafeteria-Transportation — To represent all cooks, lunchroom helpers and heads, bus drivers, supply coordinator and others

who may fall in this category.

Paraprofessional — To represent Lincoln Child Development bus aides, school aides, library clerks, head start teacher aides, head start cook aides, head start secretarial aides, child care center aides, and others who may fall in this category.

Subject to the same conditions as heretofore set forth, the four stewards will be elected by members of each group.

(c) The Stewards, during their working hours, without loss of time or pay, may in accordance with the terms of this Article, investigate and present grievances to the appropriate supervisor, upon having advised the Superintendent of Schools of same. The Superintendent will grant permission and provide sufficient time to the Stewards to leave their work for these purposes. The privilege of Stewards leaving this work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein.

(d) The President (or his/her designee) will investigate and process grievances when the Steward is not available.

(e) Any alleged abuse by either party will be a proper subject for the Special Conference.

#### SECTION 3: RELEASE TIME FOR PRESIDENT

(a) The President of Local 1638 shall be allowed 1/2 day per week with pay to conduct Union Business.

#### ARTICLE 7 — SPECIAL CONFERENCES

#### SECTION 1: METHOD OF ARRANGING CONFERENCE

Special conferences for important matters will be arranged between the Local President and the Board or its designated representative, upon the request of either party. Such meetings shall be between at least two representatives of the Board and at least two representatives of the Union. Arrangements 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. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., whenever possible. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

#### SECTION 2:

The Union representative may meet at a place designated by the Employee on the Board's property for at least one-half hour immediately preceding the conference with the representatives of the Board for which a written request has been made.

# ARTICLE 8 — POLICIES RELATING TO EMPLOYEE FILES SECTION 1: WHAT/HOW MATERIAL IS PLACED IN FILE

No material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he read the material to be filed and does not necessarily indicate agreement with its content.

#### SECTION 2: TIME LIMIT ON KEEPING MATERIALS

Any material, letters of reprimand or other information critical of the employees' work performance shall be removed from the file after three (3) years providing there is not a continuing issue. Any letter directed to the employee shall indicate "file copy" on the face if a copy is to be placed in the file.

#### **SECTION 3: COST OF REPRODUCING MATERIALS**

The employee shall be permitted to reproduce any material in his file at the cost of .06 per page.

## SECTION 4: PROCEDURE FOR EMPLOYEE TO PLACE MATERIAL

The employee shall be permitted to place in his file any material which he feels is pertinent to his professional career, performance and qualifications. However, such information is limited to his profession and qualifications of the position he holds in the District.

SECTION 5: NON-PROFESSIONAL COMMUNICATIONS

Communications of non-professional nature (i.e., letters from parents) shall not be placed in an employees' file prior to a conference to discuss the communication.

SECTION 6: REQUEST TO SEE PERSONNEL FILES (Procedure)
Upon request, the employee shall have the right to see all material in his personnel file from the date of his appointment.

#### ARTICLE 9 — GRIEVANCE PROCEDURE

A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

#### SECTION 1: TIME OF ANSWERS

The Board will answer in writing any grievance presented to it in writing by the Union:

(a) By the immediate supervisor within three (3) working days.

(b) By the designated representative of the Board within three (3) working days from the date of the meeting at which the grievance was discussed.

(c) The grievance must be presented in writing by the Steward to the immediate supervisor within fifteen (15) days after its occurrence in order to be a proper matter for the grievance procedure.

(d) The immediate supervisor of the various group classifications are as follows: The Principal of each school and the Superintendent or his assistant in the administration office.

(e) The Superintendent or his designee will act as the Board's representative.

#### SECTION 2: PRESENTING A GRIEVANCE

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

Step 1 —

(a) If an employee is aggrieved, he shall discuss the grievance with his immediate supervisor and he may request the Steward to be present. If a Steward is contacted, then the Steward shall discuss the grievance with the immediate supervisor.

(b) If the matter is not disposed of at this step, it will be submitted in written form by the Steward to the immediate supervisor.

Step 2 -

(a) If the immediate supervisor's answer is not satisfactory, the grievance may be referred to the Local President within five (5) working days of the Supervisor's written response. The President of the Local must submit the grievance within ten (10) days to the Superintendent if the decision to appeal is made.

(b) The Union representative may meet at a place designated by the Board on the Board's property for at least one-half hour immediately preceding a meeting with the representative of the Board for which a

written request has been made.

(c) The Local President or his representative shall be allowed time off his job without loss of time or pay to discuss grievances with the Board.

Step 3 -

(a) If the grievance is still unsettled, the Union may, within thirty (30) days after the written reply of the Board's representative, request arbitration by written notice to the Board.

(b) The arbitration proceeding shall be conducted by an arbitrator to be selected by the Board and the Union within seven (7) days after notice has been given. If the parties fail to agree to an arbitrator, an arbitrator will be selected by the American Arbitration Association.

(c) The decision of the arbitrator shall be binding, and the arbitrator shall be requested to issue his decision within thirty (30) days after the

conclusion of testimony and argument.

(d) The arbitrator's power stems from this agreement. He shall not have the power to add or subtract from its meaning. Expenses for the arbitrator's services and the proceedings shall be born equally by the Board and the Union. However, such party shall be responsible for compensating its own representatives and witnesses. If either party desires a transcript, copies must be made available without charge to the other party and to the arbitrator.

#### SECTION 3: EXTENSION OF TIME LIMITS

(a) Time limits may be extended by mutual consent of the Union and the Employers.

#### ARTICLE 10 — COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages an employee would otherwise have earned at his regular rate, unless overtime was involved.

## ARTICLE 11 — DISCHARGE, SUSPENSION OR REPRIMANDS SECTION 1: DISCHARGE The term "discharge" shall mean that an employee has been

released from his position, or fired, and that his employment has been terminated. In all cases, when an employee is discharged, the employee and the Union shall be promptly notified thereof in writing by the Employer. Such cases will be subject to Special Conference. Such special conferences shall be held within five (5) working days from the date of discharge or suspension. The results of the conference shall be issued in writing. The Union will be notified at the time of the discharge or suspension of any employee.

SECTION 2: SUSPENSION
The term "suspension" shall mean that an employee has been released temporarily from his position. In all cases, when an employee is suspended, the employee and the Union shall be promptly notified thereof in writing by the Employer. Such cases will be subject to Special

Such special conferences shall be held within five (5) working days from the date of discharge or suspension. The results of the conference shall be issued in writing. The Union will be notified at the time of the discharge or suspension of any employee.

#### SECTION 3: REPRIMANDS

Any subject matter which could be construed by the Union as deterimental to an employee's future promotion, transfer, present or future employment, shall be communicated to the employee in writing, with a copy provided to the Steward. (See Article VII)

#### ARTICLE 12 — SENIORITY

#### SECTION 1: PROBATIONARY EMPLOYEES

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) calendar days probationary period shall be accumulated within the first ninety (90) calendar days following the date of hire. When an employee finishes the probationary period by working the ninety (90) days as specified above, he shall be entered on the seniority list of unit and shall rank for seniority from the day ninety (90) days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on a district-wide basis, as well as by classifications, in accordance with the employee's last date of hire.

#### SECTION 2: PROVISIONS FOR SENIORITY BY CLASSIFICATION

(a) Separate seniority lists will be kept for regular full-time

employees and regular part-time employees. Temporary employees and substitute employees shall become entitled to the benefits under this contract when such temporary employees or substitute employees become regular employees or regular part-time employees. Further, the seniority date of said employees shall start from the date that said

employees become full-time or regular part-time employees.

(b) Any employee promoted to a higher paying classification shall have his seniority in the new classification commence as of the date of such transfer to said classification, but shall retain and accumulate all seniority in the classification from which he was transferred. In the event of layoff in his new classification, he can exercise his seniority rights to retain employment in his former classification. In the event his regular job is again available, it is mandatory that he return to said job under the recall procedure (Article XIV). Any employee demoted to a lower paying classification shall not retain classification seniority in the higher paying classification.

(c) An employee that is absent on approved leave shall accumulate

seniority in his classification.

(d) An employee not working, but receiving Workman's Compensation benefits because of his work for the Employer, shall accumulate seniority for the period the employee cannot work and is receiving such Workman's Compensation benefits, and shall receive any salary and fringe benefits, increases and increments negotiated in subsequent agreements up to 6 months from the date of the injury.

(e) An employee who is requested to work on a temporary assignment in a higher classification shall not accumulate seniority standing

in the temporary classification.

(f) The Employer shall, within sixty (60) days after the signing of the Agreement, furnish the Union and post on its bulletin boards the seniority schedule containing the name, date of employment, payroll number and classification of each employee. Revised schedules shall be furnished the Union by the Employer every twelve (12) months during the term of the Agreement. Any appeals from such schedule shall be made within twenty (20) regular work days following the date the schedule is posted by the Employer on its bulletin boards; otherwise, the contents of such schedules shall be considered final. In order to facilitate the proper administration of this Agreement, the Union shall be furnished, upon request, information concerning employment date, classification, and rate of pay of any employee to whom this Agreement is applicable.

#### SECTION 3: DISTRICT-WIDE SENIORITY

(a) Seniority shall not be affected by the race, religion, sex, marital status, or dependents of the employee.

(b) The district-wide seniority list on the date of this Agreement shall show the names and job titles of all employees of the units who are

entitled to seniority.

(c) The Board will keep the district-wide seniority lists up-to-date at all times and will provide the Local Union Membership with up-to-date copies upon request.

(d) The President, Vice-President, Secretary, Treasurer, Stewards, Trustees, and 3 Executive Board members shall have top seniority, district-wide, for layoff/recall purposes only, provided the officer possesses the minimum qualification for the available job. Further, these officers shall be retained in their classifications in case of a lay-off, until the person with the least seniority is laid off, then that officer may use the district-wide seniority to retain a position in another classification for which he is qualified. This immunity is lost when a person is no longer an **elected** union official.

#### SECTION 4: LOSS OF SENIORITY

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

(a) He guits.

(b) He is discharged and the discharge is not reversed through the

procedures set forth in this Agreement.

(c) He is absent for five (5) consecutive working days without notifying the Board. In proper cases, exceptions shall be made. After such absence, the board will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from a lay-off as set

forth in the recall procedure.

(e) Return from sick leave and leaves of absence will be treated the same as paragraph (c) above.

#### SECTION 5: SHIFT PREFERENCE

(a) Shift preference will be granted on the basis of seniority within the classification, and the building.

#### **SECTION 6: SENIORITY OF OFFICERS**

(a) Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary, Trustees (and Stewards) of the Local Union shall, in the event of a layoff, be continued at work at all times, provided they can qualify for any of the work available.

(b) See Article 12, Section 3d.

#### SECTION 7: SENIORITY OF STEWARDS

(a) Notwithstanding their position on the seniority list, Stewards shall, in the event of a lay-off of any nature, be continued at work as long as there is a job in the district which they qualify for, and shall be recalled to work in the event of a lay-off on the first job in the district which they can perform.

(b) See Article 12. Section 3d.

#### SECTION 8: SENIORITY OF SUBSTITUTES

(a) A "substitute" is a person who is hired on a day-to-day basis to fill the position of a regular employee who is absent. Substitute employees do not accumulate seniority.

(b) Substitute employees who have faithfully worked in the school system shall be given due consideration when openings occur in their field of work.

#### ARTICLE 13 — SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Board and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion on negotiations.

#### ARTICLE 14 — LAYOFF PROCEDURES

#### SECTION 1: DEFINITION

The word "layoff" means a reduction in the working force due to a decrease of work.

#### SECTION 2: PROCEDURE

(a) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off according to seniority as defined in Article XI of this Agreement.

(b) Employees to be laid off for an indefinite period of time will have

at least thirty (30) calendar days of such layoff. The Local Union Secretary shall be furnished a list from the Board of all employees being laid off on the same date the notices are issued to such employees.

#### SECTION 3: LAYOFFS OF OFFICERS

(See Article 12, Section 3d)

#### ARTICLE 15 — RECALL PROCEDURE

#### SECTION 1: PROCEDURE

When the working force is increased after a layoff, employees shall be recalled according to seniority and classification as defined in Article XI of this Agreement. Notices of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of receipt of notice of recall, he shall be considered as having guit. It is the employee's responsibility to keep the Board advised of his current address.

#### SECTION 2: TIME LIMITS

"Employees are subject to recall in accordance with the number of years seniority in the Inkster Public Schools up to five years." After a laid-off employee has been properly notified for recall ONE time, the Board of Education has fulfilled its responsibility in regard to Article XIV, Section 2.

#### **ARTICLE 16 — TRANSFERS**

SECTION 1: TRANSFER OF EMPLOYEES

If an employee is transferred to a position in the district not included in the unit, and is thereafter transferred again to a position with the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

#### SECTION 2:

In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority **and** qualifications. In such cases all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such vacancy or newly-created position.

SECTION 3: FILLING OF VACANCIES

(a) Vacancies shall be filled no later than 20 calendar days after the posting date closes. If this is not feasible, the Employer will notify the Union, in writing, giving the reason that the position cannot be filled in a timely manner.

#### ARTICLE 17 — PROMOTIONS

SECTION 1: DEFINITION

A "promotion" is a transfer from one job classification to another with a higher pay rate.

SECTION 2: BASIS OF PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, in a conspicuous place in each building, setting forth the requirements for the position. Outside applicants shall not be interviewed until all employees who apply have been carefully considered and the mechanics of the contract have been adhered to. Employees interested shall apply within the seven (7) calendar posting period. The senior employee applying for the promotion who meets the minimum requirements as posted shall be granted a four (4) week trial period to determine:

His desire to remain on the job.
 His ability to perform the job.

(b) If the Board feels that candidate who has the most seniority is not the most skilled or qualified, a committee composed of the superintendent's representative and the steward and union president or a designated representative shall review the skills and qualifications and make a recommendation to the superintendent.

#### SECTION 3: DENIAL RIGHTS

In the event the senior applicant is denied the promotion, reasons

for denial shall be given in writing to such employee's Steward. In the event the senior applicant disagrees with the reasons for denial, such denial shall be a proper subject for the grievance procedure.

SECTION 4: TRIAL PERIOD

During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification and be placed in the existing vacancy. If the employee is not satisfactory in the new position, notice and reasons thereof shall be submitted by the Board in writing to the Union, with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

SECTION 5: PAY RATE DURING TRIAL PERIOD

During the trial period, employees will receive the rate of pay of the job they are performing.

SECTION 6: PAY RATE FOR HIGHER CLASSIFICATION

Employees required to work in a higher classification shall be paid the rate of such higher classification.

SECTION 7: FILLING OF VACANCIES

(a) Same language as in Article 16, Section 4a

#### **ARTICLE 18 — VETERANS**

SECTION 1: REINSTATEMENT OF SENIORITY EMPLOYEES

Any employee who returns from active service in the armed forces of the United States shall be offered reemployment in his previous position or a position of like seniority, status and pay. If the circumstances have so changed as to make it impossible or totally unreasonable to do so, he will be offered such employment in line with his seniority as may be available and which he is capable of doing, at the current rate of pay for such work, provided he reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty days after hospitalization following such discharge.

## SECTION 2: REINSTATEMENT OF PROBATIONARY EMPLOYEES

A probationary employee who returns from active service in the armed forces and meets the foregoing requirements must complete his probationary period, after which he will have seniority equal to the time he spent in the armed forces, plus thirty (30) days.

SECTION 3: VETERANS LAW

Except as hereinbefore provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.

## SECTION 4: EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

(a) Employees who are reinstated in accordance with the Universal

Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence for 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.

(b) Employees who are in 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, while they are on full time active duty in the Reserve or National Guard. This is granted for two (2) weeks only, and proof of service and pay must be submitted.

#### ARTICLE 19 — LEAVE OF ABSENCE

#### SECTION 1: TYPES OF LEAVES

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

(a) Serving in any elected position (Public or Union).

(b) Maternity Leave. Any employee accepting this leave will be given her exact position if she returns on or before the expiration of the one (1) year leave period. A doctor's statement is required.

- (c) Illness Leave (Physical or Mental). Any employee accepting this leave will be given his exact position if he returns on or before the expiration date of the one (1) year leave period. A written verification is required.
- (d) Serving in an appointed position with the Council or International Union.
- (e) Prolonged illness in immediate family. Any employee accepting this leave will be given his exact position if he returns on or before the expiration of one (1) year leave period. Such leave may be extended for like cause. A written verification is required.

(f) Advanced Training. The following shall constitute the qualifications and conditions of leaves of absence for advanced training.

 The employee shall be eligible for advanced training after seven (7) years of employment.

2. The leave may not exceed two semesters.

The leave may be requested as early as possible before the beginning of the semester in which the leave will begin, and should commence at the beginning of the school term.

 Temporary employees will hold the position of and for employees on leave.

 On the employee's return, he shall be placed in his former position with full seniority status and pay. Contracts, increments and other benefits shall continue.

6. Employees shall accumulate seniority while on leave for

advanced training.

- Applications will be considered by the Superintendent's Office on the basis of seniority and benefit to the Inkster School District.
- 8. The Board of Education has the right to limit the number of persons going on leave at one time.
- (g) Other reasons deemed sufficient by the Board of Education.

#### SECTION 2: LEAVE FOR UNION BUSINESS

(a) Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Board shall, at the written request of the Union, receive temporary leaves of absence for one (1) year, and upon their return shall be reemployed at work with accumulated seniority.

(b) Upon proper application, one member of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off without loss of time

or pay to attend such conferences and/or conventions.

#### SECTION 3: SICK LEAVE

(a) All members covered by this Agreement shall accumulate one (1) sick leave day per month, plus an additional 3 days, not to exceed fifteen (15) days per year. All employees, with the exception of paraprofessionals, shall have unlimited accumulation. Paraprofessionals shall accumulate 72 days.

(b) Leave days will be credited uniformly to all personnel with two

(2) years seniority or more at the beginning of each work year.

(c) Leave days will be credited to new hired employees as follows:

 Upon completion of the probationary period, new hire employees will be credited three (3) leave days.

 For the first two (2) year term of employment, new hire employees will be credited leave days at the rate of one (1) day per month plus three (3) additional days.

3. Upon completion of two (2) years employment, leave days

will be credited as per (b) above.

(d) One quarter (1/4) of all accumulated sick leave days will be paid to employees who have worked in the School District ten years or more upon severance of employment with the District and upon death. One half (1/2) of all accumulated sick leave days will be paid to employees who have worked in the School District twenty (20) years or more upon retirement from employment with the District.

(e) An employee on sick leave will be deemed to be on continued employment for the purpose of computing all benefit contained in this

Agreement, and this will be construed strictly as days worked.

(f) Employees on extended, approved sick leave may have the option of paying premium for medical/hospital coverage and life insurance through the school district at group rates, if coverage period ends before the employee is well enough to return to school work.

#### SECTION 4: PERSONAL BUSINESS LEAVE

(a) Every employee is entitled to 2 personal business days per year, not chargeable to sick leave; same to accumulate to the sick leave bank at the end of the year, if not used.

#### SECTION 5: FUNERAL LEAVE

(a) Every employee is entitled to five (5) working days as funeral leave days not chargeable to sick leave, for a death in the immediate family. Immediate family is defined as follows:

Mother, Father, Sister, Brother, Wife, Husband, Son, Daughter, Mother-in-Law, Father-in-Law, Grandparents or a member of the employee's household.

(b) Upon written request and approval by supervisor, members of bargaining unit are entitled to funeral leave of one day in the event of

death of close friend or distant relative.

(c) For the death of a relative not mentioned, two (2) days will be granted for the funeral.

#### SECTION 6: OTHER LEAVES

The following leaves shall be with pay and shall not be deducted from the sick bank:

(a) Jury Duty-Employees who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty. Employees must allow the administration to procure jury duty exemption where possible. If the employee elects to serve on a jury, and the administration could have procured an exemption, the employee shall not receive his salary while he so serves. An employee who serves on jury duty will be paid the difference between his pay for jury duty, and his regular pay. The Board reserves the right to procure jury duty exemption, where possible. (Jury duty pay is to be remitted upon receipt.)

(b) A leave shall be allowed for inclement weather only if the school

is closed.

(c) If an employee is subpeonaed to appear as a witness in a criminal case unless he is a party defendant.

#### SECTION 7: SPECIAL LEAVES

The following leaves shall be with pay but shall be deducted from the sick bank:

(a) Attendance at weddings in immediate family (one day per year)

and employee own wedding (not to exceed five days).

(b) Emergency illness in immediate family. A doctor's statement is required after 5th day.

#### SECTION 8: MATERNITY/PATERNITY LEAVE

- (a) Employees who are pregnant may treat pregnancy as an illness. Under these circumstances, the employee is required to get a doctor's statement indicating how long during the pregnancy the employee will work. The employee will be expected to return to work 30 days after the birth of the child, or immediately after the first medical check-up. The employee may delay her return if required by her doctor. In all cases, a statement regarding the physical health of the employee is required. The employee has the option of using sick leave during this period of absence.
- (b) An employee that is pregnant, and who does not wish to resign, may be granted a leave of absence, without pay, for up to one year. Said

leave shall be called a "maternity leave," and must be requested in writing at least 10 working days prior to the commencement of the leave, except in cases of emergency, to the Board. Included with said request shall be a doctor's certificate, certifying the pregnancy, estimating the delivery date, and providing an exact calendar date for the recommended start of leave.

(c) A longer leave of absence may be granted where extenuating circumstances exist. Such leaves shall be granted without pay and without loss of seniority. An employee may begin her leave at the beginning of the sixth (6) month of pregnancy. An employee may be permitted to continue working beyond her sixth (6) month of pregnancy if not in conflict with the date provided by her physician. In Section 1 above, upon her written request accompanied by a statement from her physician stating in writing:

 She is physically able to continue with the normal recurring duties of her job and stating what these duties are.

Setting forth any restriction upon activity, provided they do not render her restricted from any normal recurring duty of her job classification.

Providing an exact calendar date upon which maternity leave is recommended to commence.

4. Upon returning to work the employee shall have the right to displace an employee with less seniority in the same classification in the unit in which she worked at the time of her leave of absence was granted. The employee must produce a release from her doctor to return to work.

 An employee who fails to return to her work at the termination of her maternity leave, or any extension thereof, shall lose her seniority, and her employment shall be terminated.

6. The Union agrees that the Board may request any permanent employee to submit a health report if it appears necessary for the best interest of the school. Such examination shall be paid for by the Board. The report of the examining physician shall be made directly to the Superintendent of Schools.

 In case of miscarriage or stillbirth, the employee may make application to return from maternity leave. A certification from the employee's physician that she is physically able to return to work must be submitted with the request.

8. Candidates for maternity leave must have been employed by the Inkster Public Schools for a full one (1) year period before becoming eligible for such leave.

9. Employees returning from maternity leave shall be placed on the next highest step of the salary schedule, assuming the fiscal year has already begun. If the employee returns prior to the end of the fiscal year, then the salary designation will be same as that prior to leave. If an individual is on maternity leave for two years or more, she will be given credit for only one salary increase upon return to the Inkster Public School.

10. Leaves for adoption of a child, shall begin at a mutually agreed upon time between the Board and the employee.

11. Paternity leave may be granted under this section providing such request for leave is based on primary responsibility for child care.

#### SECTION 9: ACCUMULATION OF SICK LEAVE

Employees shall not accumulate sick leave while on approved leave of absence.

#### ARTICLE 20 — LONGEVITY PAY

#### SECTION 1: PAYMENT OF LONGEVITY BENEFITS

(a) Longevity benefits will be paid once a year prior to December 1st of each year, and will be paid for the year beginning October 1st through September 30th, on the total gross pay earned by the employee during the specified period. Payments will be made by separate check.

#### SECTION 2: PAYMENT SCHEDULE

(a) Longevity pay for members of Local #1638 bargaining unit as follows:

> \$100 after 10 years of service \$200 for each succeeding five years of service.

#### ARTICLE 21 — WORKING HOURS

#### SECTION 1: SHIFT PREMIUM AND HOURS

(a) Employees who work on the second shift shall receive in addition to their regular pay ten (10) cents per hour additional compensation, and employees on the third shift shall receive an additional fifteen (15) cents per hour.

(b) The first shift is any shift that regularly starts on or after 4:00 a.m.; but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is of at least seven (7) calendar days duration.

(c) All employees are expected to be at their regularly assigned

building at their scheduled starting time.

(d) The regular full working day shall consist of eight (8) hours per day, with thirty (30) minutes off for lunch included in the eight (8) hour period for custodians and maintenance men. All other eight (8) hours employees in this bargaining unit shall be entitled to a one (1) hour lunch period. Six (6) hour employees are entitled to a one-half (1/2) hour paid lunch hour.

(e) A "part-time" employee is one who works less than 6 hours per day. A "full-time" employee works 6-8 hours per working day.

(f) The term "working day" shall be interpreted to mean any weekday, Monday through Friday, excluding holidays.

#### SECTION 2: OVERTIME/DOUBLETIME PAY

Time and one-half will be paid as follows:

(a) Employees will be guaranteed a regular shift. Any hours worked other than the regular shift will be paid at the rate of time and one-half.

(b) Time and one-half will be paid for all hours worked on Saturday. Double time will be paid for hours worked on Sunday, and double time will be paid for hours worked on a holiday in addition to the regular holiday pay.

(c) A regular shift shall not exceed eight (8) hours per day.(d) A regular scheduled week shall not exceed forty (40) hours.

(e) An employee reporting for overtime duty shall be guaranteed at least two (2) hours pay at the appropriate overtime rate, excluding regularly scheduled building checks, burglar alarm call, opening and closing of buildings, which are to be paid at the rate of time and one-half for actual hours worked, with one (1) hour of overtime guaranteed.

(f) No supervisor will be utilized to prohibit a bargaining unit

member from overtime work.

Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day in event of death of a member of the Union, who is a resident of the District, for the sole purpose of attending the funeral.

(a) Overtime hours shall be divided equally by rotation among employees in the same classification in their building. An up-to-date list showing overtime hours will be posted weekly in a prominent place

in the building.

(b) Whenever overtime is required, the person with the least number of overtime hours in the classification within his building will be called first and so on down the list in an attempt to equalize the overtime hours.

(c) For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during

that call-out period. (Two hours minimum).

(d) If the plan for equalization of overtime hours proves to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement for the purpose of establishing an acceptable alternate.

(e) Overtime hours will be computed from July 1st through June 30th each year. Excess overtime hours will be carried over each year

and are subject to review at the end of each period.

#### ARTICLE 22 — HOLIDAY PROVISIONS

SECTION 1: PAID HOLIDAYS

(a) The paid holidays are New Year's Day, The National Observation of Martin Luther King's Birthday, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, the day before New Year's Day and four (4) days at Mid-Winter Break. Employees will be paid their current rate based on an eight (8) hour day for said holidays. When Memorial Day falls on a Tuesday, the preceding Monday shall be considered a holiday.

SECTION 2: SATURDAY/SUNDAY PROVISIONS

(a) When a holiday falls on a Saturday, Friday shall be considered as the holiday, and when a holiday falls on a Sunday, Monday shall be considered as the holiday.

#### **ARTICLE 23 — VACATIONS**

SECTION 1: 12-MONTH EMPLOYEES

Full time employees for twelve (12) calendar months (52 weeks) are entitled to two (2) weeks vacation with pay, subject to section 2.

SECTION 2: NON-52-WEEK EMPLOYEES

Full time employees for eleven (11) calendar months (44 weeks) are entitled to two (2) weeks vacation with pay, subject to the following conditions:

(a) They have completed one (1) year of service, each month of which shall equal or exceed 75 percent of the employment assignment.

(b) No vacation will be granted and none shall be due during the first year of service until six (6) months of service have been completed, each month of which shall exceed 75 percent of the employment assignment. All employees with six (6) to eleven (11) months of service in the INKSTER PUBLIC SCHOOLS are entitled to one (1) week vacation with pay.

(c) All permanent employees with one (1) to ten (10) years of service in the District are entitled to two (2) weeks vacation with pay.

#### SECTION 3: ARRANGEMENT FOR VACATIONS

Arrangements for vacations will be made with approval of the immediate supervisor or his designated representative.

#### SECTION 4: VACATION ALLOTMENT

(a) All permanent employees with more than ten (10) years of service in the District are entitled to three (3) weeks vacation with pay.

(b) All permanent 52-week employees with six (6) to eleven (11) months are entitled to two (2) weeks vacation with pay; those with one (1) to ten (10) years of service are entitled to three (3) weeks vacation with pay; those with more than ten (10) years of service are entitled to four (4) weeks vacation with pay. All employees must use five (5) vacation days during the Christmas Shut Down.

#### SECTION 5: VACATION APPROVAL

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and the efficient

operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operations of the departments concerned.

(c) When a holiday is recognized by the Board during a scheduled vacation, the vacation will be extended one day continuous with the

vacation.

(d) A vacation may not be waived by an employee for extra pay for

working during that period.

(e) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues throughout the year, he will be awarded payment in lieu of vacation. An employee must furnish a physician's certificate to receive these benefits.

#### SECTION 6: PAY ADVANCE

(a) If a regular pay day falls during an employee's vacation, he will receive his check in advance before leaving on vacation. If an employee changes his vacation period, he must make a request for his check two (2) weeks before leaving if he desires to receive his check in advance.

(b) If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay-off for the current calendar year will have such credit deducted from his vacation the following year.

(c) Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits

provided for in this Agreement.

#### SECTION 7: PROVISION FOR NEW EMPLOYEES

(a) All new hires who work less than 52 weeks shall be limited to vacation time, earned according to seniority requirements, only during the Christmas and Easter vacation periods.

#### SECTION 8: ACCUMULATION DURING LEAVE OF ABSENCE

(a) Employees shall not accumulate vacation days while on a leave of absence.

## ARTICLE 24 — UNION BULLETIN BOARDS

SECTION 1: LOCATION/POSTING OF MATERIAL

The Board will provide bulletin boards in each building in a suitable place for use by the Union in posting notices of the following types:

(a) Notices of recreational and social events.

(b) Notices of election.

(c) Notices of results of election.

(d) Notices of meetings.

#### SECTION 2: COMMUNICATION

A copy of all notices will be forwarded to the Board.

#### ARTICLE 25 — NEW JOBS

#### SECTION 1: ESTABLISHING NEW JOBS

(a) When a new job is placed in a unit and cannot be properly included in an existing classification, the Board will notify the Union prior to establishing a new classification and rate structure. In the event the Union does not agree that the new description and rate are proper, it shall be subject to negotiation.

#### SECTION 2: TIME LIMIT OF FILLING JOBS

(a) New jobs shall be filled within 20 working days after the posting deadline. Time limits may be extended by mutual consent of the Union and the Employer.

#### ARTICLE 26 — TEMPORARY ASSIGNMENTS

#### SECTION 1: METHOD OF FILLING

(a) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. shall be granted to the senior employee who meets the requirements for the job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. Vacancies during summer vacation in the secretary's class will be filled from an established list.

#### SECTION 2: UNION SECURITY (Use of Subs/Temporary Help)

(a) The Employer shall not hire substitute/temporary personnel or use students to replace regular employees or augment work performed by regular employees who have been laid off, or whose positions have been eliminated by board action, or in positions of employees who have resigned.

#### ARTICLE 27 — SAFETY COMMITTEE

#### SECTION 1: MEMBERSHIP/PURPOSE

(a) A Safety Committee of employees and Board representatives is hereby established. This committee will include a representative from each building and shall meet when necessary during regular daytime working hours for the purpose of making recommendations to the Board.

#### **ARTICLE 28 — INSURANCE BENEFITS**

SECTION 1: HOSPITALIZATION

(a) The Board agrees to pay the full premium for hospitalization/medical coverage for full-time employee and family. The plan will be Blue Cross-Blue Shield, full family, semi-private; or Health Alliance Plan, full family, semi-private. This coverage shall be granted to all full-time, seniority employees.

SECTION 2: LIFE INSURANCE

(a) The Employer agrees to pay the full premium of a term life insurance plan for each full-time employee, or a face value of \$15,000 while employed or for a period not to exceed two (2) months while laid off.

SECTION 3: SHORT TERM DISABILITY

(a) A disability plan as recommended by Fairlane Associates shall be provided for each employee.

SECTION 4: VISION PLAN

(a) The Employer shall provide a full family Vision Plan, as currently provided by the Board.

SECTION 5: CO-PAY PRESCRIPTION PLAN

(a) The Employer shall provide full family prescription coverage, as currently provided by the Board.

SECTION 6: DENTAL PLAN

(a) The Employer shall provide full-service, family Dental Plan through Blue-Cross, Blue-Shield. The plan to be provided is CR-25-25-50, MB600.

SECTION 7: UNEMPLOYMENT OPTION

(a) Employee has the option of paying premium at group rates during periods of unemployment.

#### ARTICLE 29 — WORKMEN'S COMPENSATION

SECTION 1: EMPLOYEES COVERED

All employees will be covered by applicable Workmen's Compensation Laws, as required by the State of Michigan for any and all injuries sustained in the course of employment.

SECTION 2: PAYMENTS

An employee injured on the job and drawing Workmen's Compensation will be assured the difference between Workmen's Copensation payment and other benefits such as social security and regular salary for a period not to exceed 6 months duration.

#### ARTICLE 30 — RETIREMENT

#### SECTION 1: RETIREMENT AGE

(a) Employees who have attained the age of 70 on or before June 20 shall be retired.

(b) The Union agrees to the retirement plan as outlined by the State of Michigan for school employees.

### ARTICLE 31 — CLASSIFICATION AND RATES

#### SECTION 1: EMPLOYEES COVERED

(a) The employees covered by this Agreement are specified in the RECOGNITION clause on page 1.

#### SECTION 2: CREDIT FOR EXPERIENCE

(a) Upon being hired, all regular non-teaching employees shall be given credit for up to three years experience in a related field, inside or outside the school system provided they present the back-up information certifying to the experience. Inside experience must constitute at least 75% service in a related position for a given school year.

#### SECTION 3: SALARY SCHEDULE

(a) Salary, increments and fringe benefits are retroactive to July 1, 1987.

(b) Hourly rates for substitutes shall be discussed with the Union and stated in the Contract.

(c) OPTION: 26-pays for non-52-employees, effective July 1, 1983, with the provision that once the option is requested, it cannot be changed for the balance of the school year.

(d) 1987-89 Salary Schedule

## INKSTER PUBLIC SCHOOLS NON-TEACHING SALARY SCHEDULE 1987-1989

STEP	HOURLY		WE	WEEKLY		ANNUAL	
	87-88	88-89	87-88	88-89	87-88	88-89	
Class	ification: S	ecretary/IH	S Prin.; Hour	s Per Week	: 40; No. We	eks: 48	
1	\$ 8.96	\$ 9.72	\$358.40	\$388.80	\$17,203.20	\$18,662.40	
2	9.10	9.87	364.00	394.80	17,472.00	18,950.40	
3	9.26	10.05	370.40	402.00	17,779.20	19,296.00	
4	9.42	10.22	376.80	408.80	18,086.40	19,622.40	
5	9.58	10.39	383.20	415.60	18,393.60	19,948.80	
6	10.08	10.94	403.20	437.60	19,353.60	21,004.80	
Classi	fication: Se	ecretary/Se	condary: Hou	rs Per Wee	k: 40; No. W	eeks: 46	
1	\$ 8.64	\$ 9.37	\$345.60	\$374.80	\$15,897.60	\$17,240.80	
2	8.80	9.55	352.00	382.00	16.192.00	17,572.00	
3	8.96	9.72	358.40	388.80	16,486,40	17.884.80	
4	9.10	9.87	364.00	394.80	16,744.00	18,160.80	
5	9.26	10.05	370.40	402.00	17,038.40	18,492.00	
6	9.76	10.59	390.40	423.60	17,958.40	19,485.60	
Classif	ication: Se	cretary/IHS	Couns.: Hou	ırs Per Wee	k: 40; No. W	eeks: 46	
1	\$ 8.64	\$ 9.37	\$345.60	\$374.80	\$15,897.60	\$17,240.80	
2	8.80	9.55	352.00	382.00	16,192.00	17,572.00	
3	8.96	9.72	358.40	388.80	16,486,40	17,884.80	
4	9.10	9.87	364.00	394.80	16,744.00	18,160.80	
5	9.26	10.05	370.40	402.00	17,038.40	18,492.00	
6	9.76	10.59	390.40	423.60	17,958.40	19,485.60	
Classifica	ation: Head	Secretary/	Blanchette; F	lours Per W	/eek: 40; No.	Weeks: 46	
1	\$ 8.80	\$ 9.55	\$352.00	\$382.00	\$16,192.00	\$17,572.00	
2	8.96	9.72	358.40	388.80	16,486.40	17,884.80	
3	9.10	9.87	364.00	394.80	16,744.00	18,160.80	
4	9.26	10.05	370.40	402.00	17,038.40	18,492.00	
5	9.42	10.22	376.80	408.80	17,332.80	18,804.80	
6	9.90	10.74	396.00	429.60	18,216.00	19,761.60	
CI	assification	: Head Sec	retary/Elem.	(500 or Mc	re) & Comm.	Ed.;	
	2 1 11		ours Per Weel				
1	\$ 8.64	\$ 9.37	\$345.60	\$374.80	\$15,552.00		
2	8.80	9.55	352.00	382.00	15,840.00	17,190.00	
3	8.96	9.72	358.40	388.80	16,128.00	17,496.00	
4	9.10	9.87	364.00	394.80	16,380.00	17,766.00	
5	9.26	10.05	370.40	402.00	16,668.00	18,090.00	
6	9.76	10.59	390.40	423.60	17,568.00	19,062.00	
Clas	sification:	Secretary/	Elem.; Hours	Per Week:	40; No. Weel	ks: 45	
1	\$ 8.49	\$ 9.21	\$339.60	\$368.40	\$15,282.00	* C.	
2	8.64	9.37	345.60	374.80	15,552.00	16,866.00	
3	8.80	9.55	352.00	382.00	15,840.00	17,190.00	
4	8.96	9.72	358.40	388.80	16,128.00	17,496.00	
5	9.10	9.87	364.00	394.80	16,380.00	17,766.00	
6	9.61	10.43	384.40	417.20	17,298.00	18,774.00	

STEP			URLY		EKLY	ANNUAL	
		87-88	88-89	87-88	88-89	87-88	88-89
				tary; Hours I		O; No. Week	
1		\$ 9.10	\$ 9.87	\$364.00	\$394.80	\$18,928.00	\$20,529.60
2		9.26	10.05	370.40	402.00	19,260.80	20,904.00
3		9.42	10.22	376.80	408.80	19,593.60	21,257.60
4		9.60	10.42	384.00	416.80	19.968.00	21,673,60
5		9.73	10.56	389.20	422.40	20,238.40	21,964.80
6		10.24	11.11	409.60	444.40	21,299.20	23,108.80
	С	lassificatio	n: Bookkeep	er; Hours Pe	er Week: 40	; No. Weeks:	52
1		\$ 9.10	\$ 9.87	\$364.00	\$394.80	\$18,928.00	\$20,529.60
2	2	9.26	10.05	370.40	402.00	19,260.80	20,904.00
3	3	9.42	10.22	376.80	408.80	19,593.60	21,257.60
4		9.60	10.42	384.00	416.80	19,968.00	21,673.60
5		9.73	10.56	389.20	422.40	20,238.40	21,964.80
6		10.24	11.11	409.60	444.40	21,299.20	23,108.80
	Clas	sification:	Clerk Typist	(IHS); Hours	Per Week:	40; No. Wee	ks: 46
1		\$ 8.16	\$ 8.85	\$326.40	\$354.00	\$15,014.40	\$16,284.00
2	2	8.34	9.05	333.60	362.00	15.345.60	16,652.00
3	3	8.49	9.21	339.60	368.40	15,621.60	16,946.40
4		8.64	9.37	345.60	374.80	15,897.60	17,240.80
5		8.80	9.55	352.00	382.00	16,192.00	17,572.00
6	5	9.29	10.08	371.60	403.20	17,093.60	18,547.20
-	Classi	fication: V	oc. Tech. Se	cretary; Hou	rs Per Week	: 40; No. We	eks: 46
1	L	\$ 8.96	\$ 9.72	\$358.40	\$388.80	\$16,486.40	\$17,884.80
2		9.10	9.87	364.00	394.80	16,744.00	18,160.80
3		9.26	10.05	370.40	402.00	17,038.40	18,492.00
4		9.42	10.22	376.80	408.80	17,332.80	18,804.80
5		9.58	10.39	383.20	415.60	17,627.20	19,117.60
ě		10.08	10.94	403.20	437.60	18,547.20	20,129.60
lass	ificat	ion: Clerk	Typist: Hours	Per Week.	Determined	by Nature of	f Assignmen
	1	\$ 8.16	\$ 8.85				•
2		8.34	9.05				
-	3	8.49	9.21				
	1	8.64	9.37				
F		8.80	9.55				
	5	9.29	10.08				
	lassif	fication: A	ttendance Cle	erk-IHS: Ho	urs Per Wee	k: 40; No. W	eeks: 41
C							\$14,514.00
		\$ 8 16	3 8 85	3325 40	\$354.00	D1.3.30Z.4U	
- 1	1	\$ 8.16	\$ 8.85	\$326.40	\$354.00	A Committee of the Comm	
1	2	8.34	9.05	333.60	362.00	13,677.60	14,842.00
2	1 2 3	8.34 8.49	9.05 9.21	333.60 339.60	362.00 368.40	13,677.60 13,923.60	14,842.00 15,104.40
2	1 2 3 4	8.34 8.49 8.64	9.05 9.21 9.37	333.60 339.60 345.60	362.00 368.40 374.80	13,677.60 13,923.60 14,169.60	14,842.00 15,104.40 15,366.80
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	1 2 3	8.34 8.49	9.05 9.21	333.60 339.60	362.00 368.40	13,677.60 13,923.60	14,842.00 15,104.40 15,366.80 15,662.00 16,531.20
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	1 2 3 4 5 5	8.34 8.49 8.64 8.80 9.29	9.05 9.21 9.37 9.55 10.08	333.60 339.60 345.60 352.00 371.60	362.00 368.40 374.80 382.00 403.20	13,677.60 13,923.60 14,169.60 14,432.00 15,235.60	14,842.00 15,104.40 15,366.80 15,662.00 16,531.20
Class	1 2 3 4 5 5	8.34 8.49 8.64 8.80 9.29	9.05 9.21 9.37 9.55 10.08	333.60 339.60 345.60 352.00 371.60	362.00 368.40 374.80 382.00 403.20	13,677.60 13,923.60 14,169.60 14,432.00	14,842.00 15,104.40 15,366.80 15,662.00 16,531.20 Weeks: 4
Class	1 2 3 4 5 5 5 sifica	8.34 8.49 8.64 8.80 9.29 tion: Voc., \$ 7.51	9.05 9.21 9.37 9.55 10.08 /Tech. Parap \$ 8.15	333.60 339.60 345.60 352.00 371.60 rofessional; \$262.85	362.00 368.40 374.80 382.00 403.20 Hours Per V \$285.25	13,677.60 13,923.60 14,169.60 14,432.00 15,235.60 Neek: <b>35</b> ; No \$10,776.85	14,842.00 15,104.44 15,366.80 15,662.00 16,531.20 <b>Weeks:</b> 4 \$11,695.29
Class	1 2 3 4 5 5 5 sifica 1 2	8.34 8.49 8.64 8.80 9.29 tion: Voc., \$ 7.51 7.65	9.05 9.21 9.37 9.55 10.08 /Tech. Parap \$ 8.15 8.30	333.60 339.60 345.60 352.00 371.60 rofessional; \$262.85 267.75	362.00 368.40 374.80 382.00 403.20 Hours Per V \$285.25 290.50	13,677.60 13,923.60 14,169.60 14,432.00 15,235.60 Week: <b>35</b> ; No \$10,776.85 10,977.75	14,842.00 15,104.40 15,366.80 15,662.00 16,531.20 Weeks: 4 \$11,695.29 11,910.50
Class	1 2 3 4 5 5 5 sifica	8.34 8.49 8.64 8.80 9.29 tion: Voc., \$ 7.51	9.05 9.21 9.37 9.55 10.08 /Tech. Parap \$ 8.15	333.60 339.60 345.60 352.00 371.60 rofessional; \$262.85	362.00 368.40 374.80 382.00 403.20 Hours Per V \$285.25	13,677.60 13,923.60 14,169.60 14,432.00 15,235.60 Neek: <b>35</b> ; No \$10,776.85	14,842.00 15,104.40 15,366.80 15,662.00 16,531.20

STEP	HO 87-88	URLY 88-89	WEI 87-88	EKLY 88-89	ANN 87-88	NUAL 88-89
Clas	sification:	Paraprofessi				
1	\$ 6.77	\$ 7.35	\$270.80	\$294.00		\$12.054.00
2	6.89	7.48	275.60	299.20	11,299.60	12,267.20
3	7.02	7.62	280.80	304.80	11,512.80	12,496.80
4	7.14	7.75	285.60	310.00	11,709.60	
5	7.14	7.88				12,710.00
6			290.40	315.20	11,906.40	12,923.20
7	7.40 7.79	8.03	296.00	321.20	12,136.00	13,169.20
	10.000	8.45	311.60	338.00	12,775.60	13,858.00
		Associate Tea				
1	\$ 7.40	\$ 8.03	\$296.00	\$321.20		\$13,169.20
2	7.51	8.15	300.40	326.00	12,316.40	13,366.00
3	7.64	8.29	305.60	331.60	12,529.60	13,595.60
4	7.77	8.43	310.80	337.20	12,742.80	13,825.20
5	7.89	8.56	315.60	342.40	12,939.60	14,038.40
6	8.01	8.69	320.40	347.60	13,136.40	14,251.60
7	8.43	9.15	337.20	366.00	13,825.20	15,006.00
		n: Maintenan	ce; Hours Pe		); No. Weeks:	52
1	\$ 9.74	\$10.57	\$389.60	\$422.20	\$20,259.20	\$21,985.60
2	9.89	10.73	395.60	429.20	20,571.20	22,318.40
3	10.07	10.93	402.80	437.20	20,945.60	22,734.40
4	10.58	11.48	423.20	459.20	22,006.40	23,878.40
Classificat	ion: Head	Custodian (Ele	e. & Admin.)	: Hours Per	Week: 40: No	. Weeks: 52
1	\$ 9.10	\$ 9.87	\$364.00	\$394.80		\$20,529.60
2	9.27	10.06	370.80	402.40	19,281.60	20,924.80
3	9.43	10.23	377.20	409.20	19,614,40	21,278,40
4	9.93	10.77	397.20	430.80	20,654.40	22,401.60
Classifica	tion: Head	Custodian (B	lanchette): I	lours Per V	Veek: 40: No.	Weeks: 52
1	\$ 9.27	\$10.06	\$370.80	\$402.40		\$20,924.80
2	9.43	10.23	377.20	409.20	19,614.40	21,278.40
3	9.58	10.39	383.20	415.60	19,926.40	21,611.20
4	10.09	10.95	403.60	438.00	20,987.20	22,776.00
Classific	nation: He	ad Custodian	(Milton): Ho	ure Par Wa		
1	\$ 9.43	\$ 10.23	\$377.20	\$409.20		\$21,278.00
2	9.58	10.39	383.20	415.60	19,926.40	21,611.20
3	9.74	10.57	389.60	422.80	20,259.20	21,985.60
4	10.25	11.12	410.00	444.80	21,320.00	23,129.60
Classif	\$ 8.80	ead Custodian \$ 9.55	1 (Day); Hou \$352.00	\$382.00		\$19,864.00
2	8.96	9.72	**************************************			
3	9.10	9.72	358.40	388.80	18,636.80	20,217.60
4	9.10	10.43	364.00 384.40	394.80 417.20	18,928.00 19,988.80	20,529.60 21,694.40
	1-010-0-0					
Classif	\$ 9.56	sad Custodian \$10.37	\$382.40	\$414.80		\$21,569.60
2	9.71	10.54	388.40	421.60	20.196.80	21,923.20
3	9.87					
4		10.71	394.80	428.40	20,529.60	22,276.80
4	10.38	11.26	415.20	450.40	21,590.40	23,420.80

STEP	HOURLY		WEEKLY			IUAL
	87-88	88-89	87-88	88-89	87-88	88-89
		on: Matron;	Hours Per	Week: 30; I	No. Weeks: 5	2
1	\$ 8.80	\$ 9.55	\$264.00	\$286.50	\$13,728.00	\$14,898.00
2	8.96	9.72	268.80	291.60	13,977.60	15.163.20
3	9.10	9.87	273.00	296.10	14.196.00	15,397.20
4	9.61	10.43	288.30	312.90	14,991.60	16,270.80
Clas			ager; Hour	s Per Week:	40; No. Wee	ks: 41
1	\$ 8.80	\$ 9.35	\$352.00	\$382.00	\$14,432.00	\$15,662.00
2	8.96	9.72	358.40	388.80	14,694.40	15,940.80
3	9.10	9.87	364.00	394.80	14,924.00	16,186.80
4	9.61	10.43	384.40	417.20	15,760.40	17,105.20
	Classificat				o. Weeks: 41	
1	\$ 7.60	\$ 8.25	\$304.00	\$330.00	\$12,464.00	\$13,530.00
2	7.77	8.43	310.80	337.20	12,742.80	13,825.20
3	7.92	8.59	316.80	343.60	12,988.80	14,087.60
4	8.37	9.08	334.80	363.20	13,726.80	14,891.20
Classifi	cation: Aide		om); Hours	Per Week:	10-15; No. V	Veeks: 41
1	\$ 6.45	\$ 7.00				
2	6.58	7.14				
3	6.70	7.27				
4	7.06	7.66				
Cla					40; No. Week	
1	\$ 9.40	\$10.20	\$376.00	\$408.00	\$16,544.00	\$17,952.00
2	9.53	10.34	381.20	413.60	16,772.80	18,198.40
3	9.63	10.45	385.20	418.00	16,948.80	18,392.00
4	10.12	10.98	404.80	439.20	17,811.20	19,324.80
	cation: Bus C				listed); No. V	
1	\$ 8.77	\$ 9.52	\$350.80	\$380.80	\$14,382.80	
2	8.90	9.66	356.00	386.40	14,596.00	15,842.40
3	9.02	9.79	360.80	390.80	14,792.80	16,022.80
4	9.47	10.27	378.80	410.80	15,530.80	16,842.80
1	Classificatio \$ 6.66	n: Bus Aide \$ 7.23	s: Hours Pe	r Week: ;	No. Weeks:	
		0.80 7.000555				
l	\$ 9.40	\$10.20		\$408.00	\$16 544 00	
2	9.53		\$376.00		\$16,544.00	
2	271127.57.0	10.29	381.20	411.60	16,772.80	18,110.40
3	9.63 10.12	10.45 10.98	385.20 404.80	418.00 439.20	16,948.80 17.811.20	18,392.00 19,324.80
1	\$ 8.51	\$ 9.23	\$212.75	\$230.75	; No. Weeks: \$ 8,722.75	\$ 9,460.75
2	8.65	9.39	216.25	234.75	8.866.25	9,624.75
3	8.77	9.52				
4	9.21	9.52	219.25 230.25	238.00 249.75	8,989.25 9,440.25	9,758.00
Clas	sification: Sy				35; No. Wee	
1	\$ 5.77	\$ 6.26	\$201.95	\$291.10	\$ 8,279.95	
2	5.89	6.39	206.15	223.65	8.452.15	9,169.65
3	6.02	6.53	210.70	228.55	8,638.70	9,370.55
4	6.36	6.90				
	0.30	0.90	222.60	241.50	9,126.60	9,901.50

STEP	HOL	JRLY	WEI	EKLY	ANNUAL	
	87-88	88-89	87-88	88-89	87-88	88-89
CI	assification:	Hall Monite	ors; Hours P	er Week: 20	); No. Weeks	: 41
1	\$ 5.45	\$ 5.91	\$109.00	\$118.20	\$ 4,469.00	\$ 4,846.20
2	5.58	6.05	111.60	121.00	4,575.60	4,961.00
3	5.70	6.18	114.00	123.60	4,674.00	5,067.60
4	6.03	6.54	120.60	130.80	4,944.60	5,362.80
Classif	fication: Par	king Lot Att	endant; Hou	rs Per Weel	k: 20; No. W	eeks: 41
1	\$ 5.45	\$ 5.91	\$109.00	\$118.20	\$ 4,469.00	
2	5.58	6.05	111.60	121.00	4,575.60	4,961.00
3	5.70	6.18	114.00	123.60	4,674.00	5,067.60
4	6.03	6.54	120.60	130.80	4,944.60	5,362.80
Clas	sification: 1	ruck Drive	Asst.; Hours	Per Week:	25; No. Wee	ks: 41
1	\$ 7.89	\$ 8.56	\$197.25	\$214.00	\$ 8,087.25	\$ 8,774.00
2	8.01	8.69	200.25	217.25	8,210.25	8,907.25
3	8.14	8.83	203.50	220.75	8,343.50	9,050.75
4	8.58	9.31	214.50	232.75	8.794.50	9.542.75

### 1987-88 SUBSTITUTE RATES FOR NON-TEACHING EMPLOYEES

Classification Administrative Secretary	Hourly Rate
Secondary Secretary Secretary - IHS Principal	4.00
Secretary - IHS Counselor	4.00
Secretary - Voc. Tech. Secretary - Elementary Clerk/Typist - All Categories	4.00
Attendance Clerk	4.00
DREAM/REASON Program Clerk Special Services Clerk	4.00
* * * *	
Paraprofessional - Voc. Tech. Paraprofessional - Hd. St. Paraprofessional - Title I.	3.75
Paraprofessional I- Others Swim/Gym Aides	3.75
Hall Monitors	3.50
Associate Teacher	4.00
* * * *	
Head Custodian - Elementary Head Custodian - Secondary Head Custodian - Administration Custodian - All Categories Matron Maintenance	4.125 4.125 4.125 4.125
* * * *	
Head Bus Driver* Bus Drivers. Auto//Bus Mechanic Truck Drivers/Assistant Bus Aides	4.00 4.00 4.00
	<b>51/5</b>
Cafeteria Manager*	3.75
*No outside substitute will be used	5.50

\*No outside substitute will be used. Employees will fill existing vacancies.

## ARTICLE 32 - JOB DESCRIPTION

SECTION 1: AGREEMENT

(a) The Board agrees that job descriptions will be furnished to employees in the bargaining unit. Changes in job description or descriptions of proposed new positions will be discussed with the Union in "Special Conference." These discussions shall include wages, qualifications and other items of mutual concern. The union will pay half printing cost.

# **ARTICLE 33 — PERSONNEL POLICIES**

SECTION 1: AGREEMENT

(a) Each member of the bargaining unit shall be provided with a copy of the Personnel Policies Manual by the Employer.

### ARTICLE 34 — TESTS & EVALUATIONS

SECTION 1: TESTS

(a) Any and all tests administered to determine qualifications for "promotions" should be tests prepared by reputable companies with all scoring done by qualified or selected individuals. All test scores should be made available to the Steward and President upon request of the employee, should an employee be denied a promotion for any reason.

(b) Employees applying for a "transfer" to a position with the same

hourly (or weekly) rate of pay need not be tested.

(c) All employees must be administered the test for the promotion or none shall be administered the test. Tests must relate to the given field of work, i.e. tests relating to accounting procedures, etc. ... for those applying for bookkeeping and/or accounting positions, tests relating to general secretarial positions, etc. The employer will post testing dates/times/places and will send the Union President two file copies. Regular employees may arrange to take tests on proposed dates. Scores will be valid for two years for promotion/transfer purposes.

### SECTION 2: HIRING PROCEDURES

(a) The Union and the Board of Education and/or its representatives shall review hiring procedures deemed necessary by the Board or the Union.

(b) The Employer shall provide a list of eligible and qualified substitutes in various classifications for use in each school building. Employees who are laid off shall have priority for call-in when substitute work is available, and for which they qualify.

### ARTICLE 35 — TEMPORARY EMPLOYMENT

SECTION 1: TIME LIMIT FOR WORK

(a) Temporary help shall be employed for specified periods of time, but shall not be employed in excess of 90 working days. The Union maintains the right to represent temporary help.

(b) No fringe benefits will be provided for temporary employees.(c) Temporary positions lasting more than 90 days shall be posted.

SECTION 2: DEFINITIONS (Substitute vs. Temporary)

(a) Substitute employees are persons taking the place of permanent employees on a day-to-day basis because of illness or other absence.

(b) Temporary employees are those hired in addition to the present work force because of unusual work load conditions.

# ARTICLE 36 — UNIFORM OR UNIFORM ALLOWANCE SECTION 1: BUS DRIVERS/TRUCK DRIVERS

(a) Bus drivers shall be issued one full uniform per year consisting of a heavy jacket, one pair of pants, two shirts, cap, tie, and name plate. The uniform shall be issued prior to September 15 of each school year to all full-time bus drivers. Drivers shall place orders at the time of measurements for additional garb, at their expense.

(b) Uniforms are to be worn only during working hours while the

driver is engaged in his occupation of driving the school bus.

(c) An allowance of \$3.00 per week will be allowed for each driver who is not issued a uniform by September 15 and will be paid each pay day thereafter until the uniform is issued.

(d) The allowance provision becomes effective July 1, 1974.

### SECTION 2: FOOD SERVICE PERSONNEL

(a) Cooks and cafeteria managers shall be issued necessary aprons, hats, and uniforms to maintain a clinical atmosphere in the kitchens.

(b) An allowance of \$3.00 per week will be allowed for each cook or manager who is not issued a uniform by September 1 of each school year. This amount will be paid each pay day thereafter until the proper attire is provided by the Board of Education, and is to be received by the employee on his regular pay check.

### ARTICLE 37 — HEALTH REPORTS

### SECTION 1: AGREEMENT

(a) The Union agrees that the Board may request any permanent employee to submit a health report if it appears necessary for the best interest of the school. Such examinations shall be paid for by the Board. The report of the examining physician shall be made directly to the Superintendent of Schools.

#### SECTION 2: X-RAY/SKIN TEST

(a) All employees shall submit to the Superintendent a report of a chest X-ray examination or skin test before the fourth Friday in September of each school year.

## ARTICLE 38 - PART-TIME EMPLOYEES

### SECTION 1: DEFINITION

(a) Part-time employees are those persons working in non-teaching positions requiring less than 6 hours per day. Part-time seasonal, temporary and day-to-day substitutes are not included in this category.

### SECTION 2: BENEFITS FOR PART-TIME EMPLOYEES

(a) Part-time employees shall be granted sick leave and seniority. Sick leave and seniority shall be granted and shall accumulate in such proportional amounts as their actual hours of work bear to full-time employment.

### ARTICLE 39 — REASSIGNMENTS

### SECTION 1: METHOD

Work reassignments shall be referred to Special Conference.

### SECTION 2: ASSIGNMENT OUTSIDE CLASSIFICATION

The Employer realizes that the employees desire to work only within their classifications. The Union realizes that in order to have flexibility in the system and to get work done it is necessary at times that employees work outside of their classification. However, it is agreed that no employee will be **ASSIGNED** work outside of his classification, without his consent. In addition, the Union agrees to continue to cooperate with the Employer for the benefit of the school system as long as excessive demands are not made upon its members to perform tasks outside of their classifications. An excessive demand would be defined as in excess of five (5) continuous work days.

### SECTION 3: METHOD OF SETTLING DISPUTES

It is recognized by both parties that all disputes on work assignments should be resolved at the building or department level, wherever possible. Disputes that cannot be settled shall be referred to grievance.

### SECTION 4: PAY RATE

Employees required to work outside their classification, in a higher paying position, shall be paid at the rate of that classification at his present step.

# ARTICLE 40 — RECLASSIFICATION

Requests of reclassification shall be immediately referred to Special Conference between the Union's Negotiating Committee and the Superintendent of Schools, the Assistant Superintendent of Schools or other designated representatives of the Board of Education.

### SECTION 1: INITIATION OF REQUESTS

Requests for reclassification shall be initiated as follows:

(a) In writing to the Superintendent of Schools by the Union on behalf of an employee or group of employees.

(b) In writing to the Union by the Superintendent of Schools or the Board's designated representative.

# SECTION 2: DOCUMENTATION

All such requests shall be accompanied by appropriate explanation. Additional information may be requested by the Union or the Board. Copies of the requests shall be presented the Union (or the Board) at least seven (7) days prior to the date set for the Special Conference.

# **SECTION 3: RESOLUTION OF DISPUTES**

The Employer and the Union will mutually agree on pay rates, job description, working weeks, work schedule, and other conditions affecting the employee(s) involved in the reclassification. In the event the parties are unable to agree, such dispute shall be submitted to the grievance procedure at the third step of the Agreement.

# SECTION 4: METHOD OF ASSIGNMENT

It is agreed that performance of work outside an employee's job description must be assigned by the employer.

### **SECTION 5: POSTING PROCEDURE**

Any position which is reclassified upward and was held by an employee for less than six months prior to the reclassification must be posted as per this Agreement.

### SECTION 6: LIMITATION OF REQUESTS

The Employer and the Union agree to limit such requests, whenever possible, to "contract time."

# ARTICLE 41 — SUMMER/SEASONAL JOBS SECTION 1: SPECIAL CONFERENCE PROVISION

(a) Summer School/Summer jobs, and seasonal jobs shall be discussed in Special Conference with the Union prior to the posting date of said positions. Summer rates will be discussed and mutually agreed upon by the Employer and the Union, otherwise workers will be paid the prevailing rate as negotiated in the current Agreement.

#### SECTION 2: PARTICIPATION IN APPLICATION PROCESS

(a) The Union will be contacted for a Special Conference prior to the submission of budget applications for specially-funded programs.

# ARTICLE 42 — INCENTIVE FOR HIGHER EDUCATION SECTION 1: AGREEMENT

Non-teaching employees shall be allowed to participate in Board paid, work-related, conferences/workshops/seminars, whenever funds are available.

### ARTICLE 43 — TRANSPORTATION

### SECTION 1:

Bus drivers shall be allowed the necessary "bus check" time to see that buses and school owned transportation are in good condition.

#### SECTION 2:

Bus drivers will be paid for normal working day during semester break or their conference days providing they have reported for assignment in their department and work their regular scheduled hours.

#### SECTION 3:

Bus drivers will be paid \$25 and room and board for overnight trips.

### ARTICLE 44 — COMMUNICATIONS

# SECTION 1: BOARD AGENDA

A copy of the agenda of each public meeting of the Board of Education with all normal attachments not confidential as determined by the Board will be placed in the Union mail box at the time regular distribution is made to the Board.

### SECTION 2: SENIORITY LISTS

The Employer shall furnish the Union a list of all employees covered by this Agreement within 30 days of the beginning of the school year. The names of employees, their titles, seniority, wage and date of hire, shall be clearly stated. This list shall state seniority by classification in current position. (See Article XI, Section 1c). Any change in the status of any employee on the list shall be communicated to the Union President, in writing, no later than 10 working days after the change occurs.

### SECTION 3: ORIENTATION KIT

The Employer shall furnish each new employee with an Orientation Kit (Contract, Personnel Policies Manual, Job Description Booklet and a Union Dues Deduction Form) at the time of hiring.

# SECTION 4: UNION LIST TO EMPLOYER

The Union shall supply the Employer in writing a list of its officers and agents, committee members and other officials along with office locations and telephone numbers, and shall keep the Employer informed of any changes in this data.

# SECTION 5: REQUESTS FOR STATISTICAL DATA

The Employer will make available to the Union, upon its written request, within 10 days, such available statistical, financial and personnel information or reports related to the school district as are necessary to process grievances, prepare negotiation strategies, or implement the collective bargaining agreement, provided that such requested information does not violate any existing statutes.

# ARTICLE 45 — MISCELLANEOUS PROVISIONS

## SECTION 1: LUNCHROOM AIDES

Lunchroom aides will be assigned to schools on a proportional basis, according to the number of persons served.

### SECTION 2: MILEAGE RATES

Cars - 20¢ mile - 3-mile minimum

# **ARTICLE 46 — DOCUMENTS**

# SECTION 1: CONTRACTS, PERSONNEL POLICY MANUALS, AND JOB DESCRIPTION MANUALS

Shall be supplied to all part-time/full-time members of the bargaining unit, in printed form, within 60 days after negotiations are completed, and the contract ratified by the Board and the Union. The Union and the Employer will share, equally, the cost of printing of the Contract and the Job Descriptions.

# SECTION 2: THE PERSONNEL POLICY MANUAL

Will continue in effect, except as limited, altered or supplemented by this Agreement, provided further that any provision in the Policy Manual that is inconsistent with the terms of this Agreement, are null and void.

# SECTION 3: LETTERS/MEMORANDA OF UNDERSTANDING

Will become a part of this Agreement as they are mutually agreed upon.

### RATIFICATION

The Union agrees to submit this Agreement to its members for ratification and the Local and International Union will recommend that it be ratified and executed.

### TERMINATION AND MODIFICATION

This Agreement shall remain in full force and effect until JUNE 30, 1989. It shall automatically renew from year to year, unless either party shall notify the other party, in writing, at least ninety (90) days prior to JUNE 1, 1989, that it desires to revise or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

This Agreement shall remain in full force and be in effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

## **EFFECTIVE DATE**

This AGREEMENT shall become effective as of July 1, 1987 and shall remain in full force and effect until midnight JUNE 30, 1989, as provided in the TERMINATION AND MODIFICATION clauses above. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES. MICHIGAN COUNCIL 25, INKSTER PUBLIC SCHOOLS NON-TEACHING EMPLOYEES, LOCAL 1638

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF INKSTER, WAYNE COUNTY MICHIGAN

Milton Tambor
STAFF REPRESENTATIVE

Claudia Williams
PRESIDENT, AFSCME LOCAL 1638

Valla Leavelle
SECRETARY, AFSCME LOCAL 1638

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