

6/30/93

COLLECTIVE  
BARGAINING  
AGREEMENT

between

LAKE SHORE BOARD OF EDUCATION

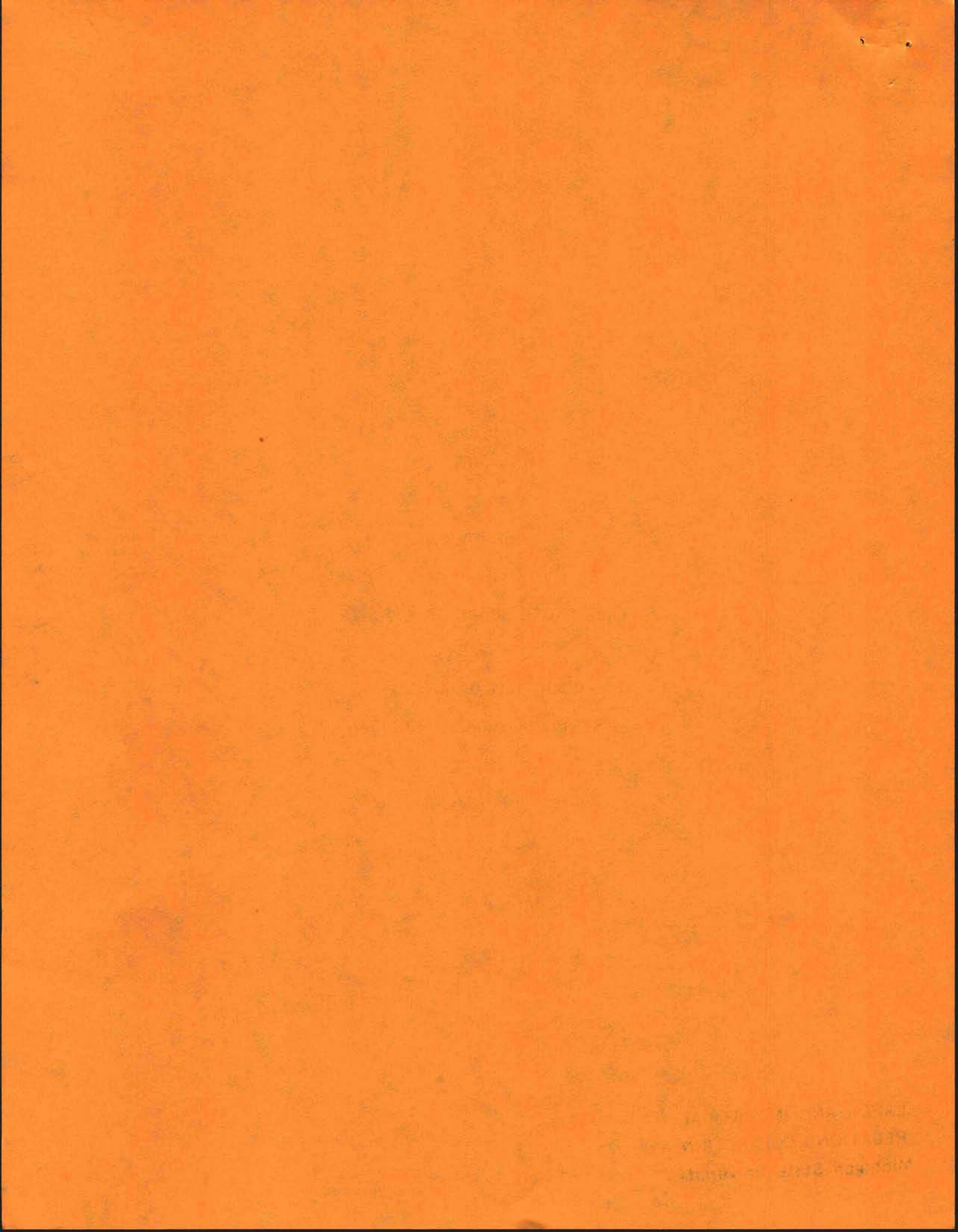
and

LOCAL #1217 OF A.F.S.C.M.E.

ST. CLAIR SHORES, MICHIGAN

JULY 1, 1990 -- JUNE 30, 1993

*Lake Shore Public Schools*



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**LAKE SHORE BOARD OF EDUCATION  
LOCAL 1217 OF AFSCME**

**COLLECTIVE BARGAINING AGREEMENT**

**THIS AGREEMENT** entered into this 1st day of July, 1990, between the Board of Education of Lake Shore Public Schools, hereinafter called the BOARD, and Local 1217 of the International Union of the American Federation of State, County, and Municipal Employees, hereinafter referred to as the UNION.

**WITNESSETH:**

**WHEREAS**, the laws of the State of Michigan authorize public employees and the public employers to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment, or other conditions of employment, and

**WHEREAS**, the UNION was selected by a majority of the employees of the BOARD covered by this agreement as their exclusive collective bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, and

**WHEREAS**, the BOARD recognizes the right of the employees to engage in collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and

**WHEREAS**, the UNION recognizes that the BOARD under law has the final responsibility for establishing rules and regulations and policies for the proper establishment, maintenance, management, and carrying on of the public schools of the District, and

**WHEREAS**, in the best interest of the community comprising the school district herein represented by the BOARD and in the best interests of the representative parties hereto, the parties desire to enter into this collective bargaining negotiations conducted between the representatives of the parties.

**NOW THEREFORE**, in consideration of the mutual covenants and benefits to be derived the parties respectively agree:

**ARTICLE I**

**RECOGNITION**

**Section 1. Purpose**

The parties hereby enter into this agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Public Acts of 1965 to incorporate in this formal written collective bargaining agreement all of the terms and conditions of employment in respect to rates of pay, wages, hours of employment, or other conditions of employment for the employees covered hereby.

## **Section 2. Definitions**

- (A) BOARD shall mean the Board of Education of the Lake Shore Public Schools.
- (B) UNION shall mean Local 1217 of the American Federation of State, County, and Municipal Employees.
- (C) EMPLOYEE shall mean any member of the bargaining unit as hereinafter defined.
- (D) STEWARD shall mean representative of the UNION or his alternate for the purposes and as provided hereinafter in the agreement.
- (E) SUPERVISOR shall mean the office(s) established by the Board of Education with direct supervision over custodial, maintenance, transportation, and cafeteria employees.
- (F) WORK LOCATION shall mean any building within the school district.
- (G) In the construction of the words used in this agreement whenever the singular number is used it shall include the plural and whenever the masculine gender is used it shall include the feminine gender.

## **Section 3. Recognition of Union**

The BOARD recognizes the UNION pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, as the sole and exclusive collective bargaining representative for all maintenance, custodial, transportation, and cafeteria employees of the District excluding substitute and seasonal employees and executive and supervisory positions now in existence or hereafter established.

## **Section 4. Exclusive Collective Bargaining Agreement**

The BOARD shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees during the term of this agreement.

## **Section 5. Authority of the Board**

The BOARD, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, subject to the collective bargaining rights of its employees with respect to wages, hours, and other terms and conditions of employment as expressed in Act 379 of the Michigan Public Acts of 1965, and to the limitations described in the specific and express terms of this collective bargaining agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- (A) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while they are on duty.

- (B) To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their discipline, demotion or discharge, and to promote and transfer all such employees;
- (C) To make sure reasonable rules and regulations, not in conflict with this agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the District's properties and facilities and after advance notice to the UNION and the employees, to require compliance therewith;
- (D) To determine the number and location of specific work assignments, the equipment and procedures to be used, the level of cleanliness or repair to be maintained, the schedule of duties for each work assignment, and to determine the starting and quitting time and the number of hours to be worked on each shift.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then to the extent and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

#### **Section 6. Scope of the Agreement**

The parties hereto mutually acknowledge that this agreement covers each of the rates of pay, hours of employment and terms and conditions of employment and any and all other matters upon which the parties are permitted under law and desire to enter into a collective bargaining agreement during the term hereof and they respectively acknowledge that many matters were considered in negotiations which are not incorporated herein and as to each of those matters as well as any other matters which were not considered in negotiations, all except as otherwise provided herein, they shall not be incorporated in a collective bargaining agreement during the term hereof.

#### **Section 7. Employee Strikes Prohibited**

The parties mutually recognize that strikes by employees are contrary to law and public policy. They further agree that differences shall be resolved by peaceful and appropriate collective bargaining processes without interruption of the school program. Therefore, the UNION agrees that no employee shall strike as defined by Act 379 of the Michigan Public Acts of 1965, as amended, during the term of this agreement. Any employee who is claimed by the BOARD to have violated this provision shall be accorded all of the procedural rights under Section 6 of said Act in connection with any discipline or discharge which the BOARD may desire to impose.

#### **Section 8. Union Rights**

In order to afford its membership protection of the law the UNION hereby reserves unto itself, subject only to the express provisions of this collective bargaining



agreement, all the rights expressed in Act 379 of the Michigan Public Acts of 1965. It is mutually understood that these rights include the right to bargain with the BOARD with respect to wages, hours and other terms and conditions of employment and the rights to grieve, through the established procedure, on actions taken by the BOARD.

#### **Section 9. Subcontracting**

The parties mutually recognize the BOARD'S public obligation to budget and expend the District's resources in a reasonable and prudent fashion. Therefore, the BOARD shall have the right to contract out for services necessary to the construction of new facilities, or remodeling or renovating the District's existing properties and facilities. It is understood that contracting out for other services will not be done when it would result in a reduction in the length of the current work day or a laying off of any present employee or for the purpose of shrinking the bargaining unit. It is further understood that the BOARD will not contract with outside firms for bus trips when it has sufficient buses and employees available to service the group.

### ARTICLE II

#### UNION SECURITY AND RELATED MATTERS

##### **Section 1. Union Security**

Each employee, who, on the effective date of this agreement, is a member of the UNION and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of the contract and each employee hired on or after the effective date of this agreement shall be bound by this same dues deduction requirement. Any such employee who is not a member of the UNION and who does not make application for membership shall, as a condition of employment, pay to the UNION each month a service charge in an amount equal to the regular monthly dues as a contribution toward the UNION administration of this agreement. Employees who fail to comply with this provision within 60 days after employment shall be discharged, provided that the UNION has notified the BOARD of such fact.

##### **Section 2. Union Dues and Initiation Fees**

The BOARD agrees to deduct initiation fees and monthly UNION membership dues from the first paycheck of each calendar month for each employee from whom it receives written authorization to do so on forms provided by the UNION which are substantially in accordance with the forms presently used and entitled "Authorization for Check-off of Dues". Such deductions shall be continued until the BOARD receives a written revocation of such authorization or until the employee terminates his services with the BOARD in any manner whatsoever. The following additional terms and conditions shall apply:

- (A) The BOARD shall forward all such deductions to the local UNION financial officer not later than seven (7) calendar days after such deductions are made accompanied by a list of the names of any employees for whom the UNION has submitted signed "Authorization for Check-off of Dues" forms but for whom no deductions have been made with a brief statement setting forth the reason therefor.

- (B) The BOARD shall not be liable to the UNION or any employee for the remittance or payment of any sum other than that constituting the actual deductions made from wages earned by employees in accordance with the authorization on file with the BOARD.
- (C) The UNION agrees to protect and save harmless the BOARD from any and all claims, demands, suits and other forms of liability resulting from action taken or not taken by the BOARD in accordance with Sections 1 and 2 of ARTICLE II of this agreement.

### **Section 3. Appointment of Stewards and Alternate Stewards**

- (A) The employees may elect one steward and one alternate steward to represent employees on each shift at each of the following work locations. Effective February 15, 1987, in the event an Executive Board Member of the Local is elected from the Maintenance or Transportation Departments, that individual shall also serve as the Steward for that department. The only exception to the above would be if a department leader is an Executive Board member.

- Senior High School
- John F. Kennedy School
- All Elementary Schools (one work location)
- Cafeteria (one work location)
- Transportation (one work location)
- Maintenance (one work location)

- (B) It is understood that if a steward and alternate steward are elected, the administrator shall be promptly notified of the person(s) elected.
- (C) It is further understood and agreed that stewards and alternate stewards shall perform all of their regularly assigned work at all times or if they are unable to complete such work as a result of the time reasonably required for an emergency type of grievance, it shall be their responsibility to arrange with the appropriate supervisor or designated representative for the completion of their work by other employees regularly working in that school on their shift.

### **Section 4. Conduct of Union Business**

No UNION business shall be conducted at any time during working hours except by prior permission of the immediate supervisor. Provided, it is understood and agreed that the president or steward may present an emergency type grievance to his immediate supervisor during working hours and only such time shall be used for such purpose as may be reasonably necessary to alleviate the emergency nature of the grievance, it being further understood and agreed that any further proceedings on such grievance will normally be taken before or after working hours except when the parties agree to the contrary in any case. No employee shall leave the school during working hours except upon prior permission of his immediate supervisor. However, the UNION president may leave his building to investigate and/or process an emergency type grievance which shall be defined as an immediate threat to an employee's health, safety, or welfare.

## **Section 5. Bulletin Boards**

The BOARD shall provide a bulletin board of appropriate size within each receiving and kitchen area in addition to one in the maintenance department and one in the transportation office for the use of the UNION for posting any and all material or literature pertaining to the business of the UNION, except any material or literature of a political nature. It is understood that materials pertaining to Union Elections are not deemed to be of a political nature within the meaning of this section.

## **Section 6. Special Conferences**

In mutual recognition that important matters may arise during the term of this agreement upon which the parties desire to confer, it is agreed that special conferences shall be arranged between the appropriate supervisor and the UNION subject to the following conditions:

- (A) Each party shall have at least two (2) representatives in attendance and the UNION may be represented by a member of its Council or the International Union.
- (B) It is contemplated that such conferences shall be held before or after working hours of the employees who will attend the conference, provided that such conferences may be held at any time that is mutually agreeable to the parties. If any such conferences are held during the working hours of the employees, they shall be excused with pay for such purpose.
- (C) The party desiring the conference shall request such conference at least 24 hours in advance and such party shall present an agenda at the time the conference is requested. The other party may then present an agenda of matters it desires to discuss and the conference shall be limited to the matters set forth in the respective agendas.

## **Section 7. Union Leave Time**

The president of the UNION, and/or an elected delegate, shall have a total of ten (10) combined days leave time for the purpose of attending labor conferences or conventions of the American Federation of State, County, and Municipal Employees, as long as it does not interfere with the efficiency of the operation. The UNION president may leave his building to attend any BOARD meetings without having to make up his work, provided he will insure that his responsibilities are covered by himself or the remaining custodial staff in the building.

## **Section 8. Union Use of School Rooms**

The UNION may use available rooms within the District without charge for legitimate business of the UNION upon request and adequate notice (building use form) to the building administrator.

### ARTICLE III

#### PROBATIONARY AND SENIORITY EMPLOYEES

##### Section 1. Probationary Employees

New employees shall be on probation for the first forty (40) actual work days of their employment. The forty (40) actual work days shall be accumulated within not more than one (1) year from the date of employment, provided, however, the BOARD may require an additional probationary period of not exceeding forty (40) actual work days. When an employee finishes his probationary period, or an additional period which may be required he shall be entered on the seniority list and his seniority shall be computed as of his initial date of employment. Employees shall not be entitled to any fringe benefits provided under this agreement until after successful completion of the probationary period. Upon successful completion of the probationary period seniority as stated above and vacation will be retroactive to the date of hire as a permanent employee. Sick days will be accrued but may not be used during the probationary period.

- (A) There shall be no seniority among probationary employees.
- (B) The UNION shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment, but not for the purpose of protesting disciplinary action or termination of employment.
- (C) A probationary employee may be promoted during his probationary period, but upon such promotion he shall be deemed to have satisfactorily completed the requirements of the classification from which he has been promoted. However, he may be returned to such classification prior to completion of his probationary period if, in the opinion of the BOARD or its representatives, he does not satisfactorily perform the duties of the higher classification. In that event his salary shall revert to the lower classification.
- (D) The Director of Maintenance and Operations shall notify the UNION president, in writing, of the name and location of new employees, as they complete their probationary period.

##### Section 2. Seniority Lists and Seniority

- (A) The BOARD shall maintain up-to-date seniority lists containing the names, classifications, and seniority dates of all employees entitled to seniority. Sufficient copies will be provided to the President of the UNION once a year in order that the UNION president may post such list on the appropriate bulletin boards. A seniority list shall be established on a district-wide basis in accordance with the respective employee's last date of hire as a permanent employee. In addition, separate seniority lists shall be maintained for each of the occupational groups; Maintenance/Custodial, Transportation, and Food Services. The seniority list shall not be affected by race, sex, marital status, or dependents of the employee.

- (B) Seniority for all full time employees and part time employees hired prior to July 1, 1983 shall accumulate from the last date of hire as a permanent employee minus any time off for a permissive leave of absence.

Part time employees hired after July 1, 1983 will have seniority prorated to one half year for each year worked. This proration will be for transfer, promotion, layoff and recall only.

- (C) There shall be no distinction between 10-month and 12-month employees as to seniority, except as provided in (B) above.
- (D) All present employees on the seniority list as of July 1, 1982, who hired in on the same date shall have their names listed alphabetically on the seniority list.

After July 1, 1982, no more than one person will be hired on the same date unless an emergency arises at which time the BOARD will meet with the UNION prior to the hiring to determine the seniority ranking of those to be employed.

### **Section 3. Loss of Seniority**

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

- (A) He voluntarily quits, or retires.
- (B) He is discharged and the discharge is not reversed under the grievance procedure.
- (C) He is absent from his work without notice to the BOARD for three consecutive working days without just cause. Upon expiration of such period, the BOARD will send a written notice to the employee mailed to his last known address that his seniority has been forfeited and his employment terminated.
- (D) He fails to return to work when recalled after layoff, as set forth in the recall procedure of this agreement.
- (E) He fails to return to work after having been on sick leave or leave of absence in which event such failure shall be subject to and handled in the same manner as specified in sub-paragraph (C) above.

## **ARTICLE IV**

### **GENERAL PROVISIONS AFFECTING EMPLOYMENT**

#### **Section 1. Employee Responsibility**

Each employee shall diligently and to the best of his ability perform his required work responsibility and assignments and comply with the provisions of this contract and the rules and regulations and policies of the BOARD relative to the maintenance, management and carrying on of the schools of the District.

- (A) The head custodial or building or unit leader on the proper shift shall be responsible for his men to be notified of overtime after such overtime has been

authorized by the appropriate supervisor. If he is not available, then the Director of Personnel and Labor Relations and if he is not available, then the Director of Business Affairs. It is further understood that in situations of emergency when the safety of children and/or school plant or equipment are jeopardized, authorization may be secured after the overtime is performed.

- (B) All work schedules shall be posted and the UNION president shall be given a copy of such schedules which shall be kept up-to-date. Whenever a change in a work schedule is made it shall be a reasonable change, and if an employee disputes the reasonability of such change he may file a grievance and proceed through the grievance procedure. However, it is understood that the employee shall complete the required assignment while the grievance is being resolved.

## **Section 2. Open Personnel File**

In order to provide the employee with a fair and reasonable opportunity to be appraised and reply to certain materials placed in his personnel file, the procedure provided hereinafter is hereby established. This procedure shall be applicable to all non-confidential material of whatsoever nature. "Non-confidential" is herein defined to mean all material to be placed in such file subsequent to employment except any pre-employment materials which are not received for insertion to the file prior to actual employment.

- (A) Non-confidential material shall not be placed in any employee's personnel file unless or until such employee has been given an opportunity to read such material. The employee shall receive a copy of such material by certified mail with return receipt requested.
- (B) Each employee may submit his written and signed answer to any such material and the answer shall be included in his personnel file.
- (C) Each employee may examine the non-confidential content of his personnel file at any reasonable time and place and he may copy or otherwise reproduce any portion or the whole of such non-confidential material.
- (D) Confidential materials in an employee's personnel file and his employment application shall not be used in any matter or proceeding concerning such employee subsequent to his employment except where such material is determined to be false or fraudulent.
- (E) When no reprimand has been added to an employee's personnel file for matters of attendance or punctuality for a period of thirty-six (36) consecutive months, any reprimand on attendance or punctuality in the personnel file will, upon the request of the employee, be destroyed.

## **Section 3. Employee's Training**

The BOARD agrees to send custodial and/or maintenance employees for training related to their jobs. The BOARD will pay the cost of the conference for each employee it enrolls and will release such employee from work without loss of pay or charge to his leave bank.

- (1) If an employee does not attend classes assigned he will not be paid and will not be allowed to go again.
- (2) Upon successful completion and submission of appropriate documentation, the BOARD agrees to reimburse the employee for the cost of tuition and necessary books for all training classes approved by the supervisor.

#### **Section 4. Full Time, Part Time, and Seasonal Employees**

The parties mutually recognize that the unique nature of the operation of a public school district necessitates that certain positions be for less than a full twelve-month period each year and, further, that during the summer months when school is not in session a limited part of the total work force may consist of seasonal employees for outside employees, and finally, in some full time positions under extreme circumstances it could become necessary to employ a substitute on a day-to-day basis. To distinguish these various positions the following definitions are agreed upon:

- (A) Full Time Employees. Any employee whose position has an annual work period of ten months or more on a regular work week and works five (5) hours or more per day is a full time employee and entitled to all fringe benefits set forth in this agreement except sick leave and vacation benefits which shall be prorated to the amount of time worked per day and amount of time a 10-month employee works in relation to a 12-month employee. All cafeteria employees working prior to July 1, 1981 will retain their fringe benefits as of that date unless they voluntarily move to a part-time position. However, uniform allowances will be based on a five hour day for full time employees and less than a five hour day for part time employees.
- (B) Part Time Employees. Any employee whose position has an annual work week of ten months or more on a regular work week and works less than five (5) hours per day is a part time employee and is entitled to all fringe benefits except a paid lunch period, hospitalization, dental, and long term disability insurance. Life insurance will be limited to \$12,000.00 per part time employee. Sick leave, personal leave, and vacation benefits shall be prorated to the amount of time worked per day and the amount of time a ten-month (10) employee works in relation to a twelve-month (12) employee. It is the intent of the BOARD to employ full time employees whenever it is possible to do so and it is in the best interests of the school district. Part time employees may, at their own expense by paying the full group premium, purchase hospitalization insurance from the Board's carrier.
  - (1) Any additional time given to employees working less than eight hours will be offered first to the employee whose position is being increased. If the employee refuses the additional time, the position will be re-posted for all other employees in that occupational group.
- (C) Seasonal Employees. All persons employed on an hourly basis for seasonal work, including summer catch-up work and for special non-recurring projects at any time during the year shall be considered as seasonal employees and not entitled to receive any of the benefits under this agreement. They shall be compensated on an hourly basis which shall be determined by the BOARD. Special non-recurring projects shall mean acts of God, disasters, and situations of emergency.

(D) **Substitute Employees.** Any person employed on a daily basis to perform the work of an absent employee or to fill a vacant position pending posting shall be considered a substitute employee and not entitled to any benefits under this agreement. They shall be paid in accordance with the rates for such employment established by the BOARD.

(E) **General Provisions**

(1) Seasonal and substitute employees shall not achieve seniority status for the time working in such capacity.

(2) The UNION shall be considered the collective bargaining representative of all regular employees as hereinbefore provided but not of seasonal and substitute employees, provided the BOARD shall not discriminate against or prejudice the rights of regular employees in respect to its arrangement with seasonal or substitute employees. It is understood that the BOARD will not hire seasonal or substitute employees for the purpose of shrinking the bargaining unit.

**Section 5. Veteran's Preference**

Any employee who enters into active military service in the armed forces of the United States shall be entitled to re-employment in any and all veteran's preferences or rights in accordance with and as provided by applicable Federal and Michigan State laws and regulations. Any employee who is required to attend an annual armed forces reserve or National Guard reserve training session will be paid by the BOARD for the difference between the pay received for such training session and his regular pay with the BOARD for a maximum of two (2) weeks in any one year.

**Section 6. Transfer and Promotion**

(A) **Definitions**

(1) **TRANSFER** shall mean the movement from one position to another which does not result in an increase in the base hourly rate.

(2) **PROMOTION** shall mean the movement from one position to another position which carries a higher base hourly rate.

(B) **General Provisions**

(1) When a vacancy occurs, present and laid off full time employees within the same occupational group as the vacancy will be afforded the first opportunity for transfer and/or promotion before the vacancy is opened to substitute employees for that occupational group then present and laid off members of other occupational groups and then before the employment of new personnel.

(a) An employee from another occupational group who trained or worked the entire summer (excluding vacation time) and was physically able to perform the work (job would be given the first consideration for



transfer and promotion before a substitute of that occupational group or laid off members of the other occupational group and then before the employment of new personnel.

- (2) All vacant positions within the bargaining unit except as otherwise provided will be listed and announced through a special bulletin which will be posted for a period of six (6) working days before a meeting is called to accept bids for the vacant position(s). It is understood that a vacant position due to resignation or retirement shall be posted within ten (10) working days after a position is vacated.

Only those employees who fill out an application during the posting period will be eligible to bid on the position(s) being advertised. Within five (5) working days after the application deadline a bulletin on a job meeting date will be posted for six (6) working days. The bid meeting will take place by the Saturday following the expiration of the six-day notice unless otherwise arranged by mutual agreement.

It is further understood that a vacant position will be filled the second Monday following the bid meeting. However, if a trial period is involved the transfer or promotion may not take effect until the trial period(s) is completed. It is further understood that this provision shall not apply during the period when school is not in session.

- (a) Vacant positions caused by leave of absence requests or terminations will not be declared vacant until the Board of Education takes action at its next regularly scheduled BOARD meeting.
- (3) Each employee shall have the opportunity to bid on the job posted by prior written request if a personal illness or a trip out of town, while an employee is on vacation, prohibits him from making a personal appearance. Each employee off work when a job is posted shall be notified by the UNION of such job posting. The BOARD will notify the UNION of all employees absent on the day that a job posting is distributed.
- (4) Any position not listed in (E) below in which an employee will be off work for ninety-one (91) calendar days or more shall be posted and filled on a temporary basis as stated in two (2) above. During the first ninety days such positions may be filled by a substitute employee. It is understood that when an L.T.D. employee returns to work he will return to his original position and the employee who took his place shall replace the lowest seniority employee in that classification and that person shall be laid off. It is further understood that in the event the L.T.D. employee is an Elementary Head Custodian, his position will be posted and filled by seniority on a temporary basis and the resulting vacancy will be posted and filled permanently. In the event the L.T.D. employee retires or otherwise terminates his employment with the District his position shall not be re-posted but the employee replacing the L.T.D. employee will remain in the position on a permanent basis. It is further understood that if an employee on L.T.D. returns to work and is unable to perform his duties and responsibilities in an acceptable manner for less than six (6) continuous months, the original employee who replaced the employee on L.T.D. during

the absence, will automatically return to the L.T.D. vacancy.

- (5) After the employee has been awarded the position at the bid meeting, he will be assigned to that position the second Monday following such meeting. However, if a trial period is involved, the transfer or promotion may not take effect until the trial period(s) is completed.
- (6) When changing from one occupational group to another the employee shall submit to a physical examination. Occupational groups shall be identified as maintenance/custodial, transportation, and food service.

(C) Voluntary Transfer

- (1) Employees shall make written application for the vacated position.
- (2) Each employee interested in bidding for the position which was posted or any position which might result from any transfer must attend the scheduled meeting and enter a bid.
- (3) The transfer of any employee shall be made on the basis of seniority, that is, the employee with the most seniority shall be awarded the position.
- (4) Any employee who moves into a bus driving position shall have a trial period in accordance with the provisions set forth in (D)(1)(d)(e) below.

(D) Promotion

- (1) The promotion of any employee shall be made on the basis of seniority with the following conditions.
  - (a) Prior to bidding for the position the employee may first discuss the new position's responsibilities with the appropriate supervisor.
  - (b) Employees shall make written application for the position.
  - (c) Each employee interested in bidding for the position which was posted or any position which might result there from must attend the scheduled meeting and enter a bid.
  - (d) The employee shall have thirty (30) working days in which to decide whether to keep the new position or return to his former position.
  - (e) At the end of the first thirty (30) working day trial period the appropriate supervisor may extend the trial period for an additional thirty (30) days, if the supervisor feels further evaluation of the employee is necessary. After the first or second thirty (30) day trial period, the appropriate supervisor may return the employee to his former position if such employee has not performed his new duties in a satisfactory manner.

- (f) While the new employee is trying out for the new position, his former position shall be filled on a temporary basis until such time as his new position becomes permanent.
- (g) It is understood that when an employee moves from an occupational group that has less fringe benefits than the occupational group the employee is transferring into, that employee will not receive the additional fringe benefits until the probationary period of the new position has been completed.

(E) Promotions to Certain Positions

- (1) The procedure for promotion to the positions of maintenance leader, assistant maintenance leader, maintenance man, warehouseman, transportation leader, head custodian at the High School, Kennedy, and Rodgers/L'Anse Complex, cook-leader, maintenance leader coordinator, transportation leader coordinator, and any skilled trade position created by the BOARD shall be as listed below. It is understood that the transfer and promotion procedures stated in (B)(2)(C) and (D) above shall not apply to these positions.

The Board shall establish the requirements for the maintenance leader coordinator and transportation leader coordinator positions. The Board may fill either or both of these positions at its discretion.

Persons appointed to either Leader/Coordinator position are subject to a six (6) month probationary period after which time she/he shall be awarded the position on a permanent basis or returned to his/her former position.

These positions are in addition to those identified in the current Collective Bargaining Agreement.

- (a) Promotions to these positions shall be awarded when an applicant meets the qualifications established by the Board of Education and passes the test created and administered by the BOARD. If more than one applicant passes the test and meets the qualifications, the position will be awarded by seniority within the following grade range: 100%-94%; 93% - 86%; 85% - 78%; 77% - 70%.

It is further understood that the UNION president or a delegated UNION representative may be present when the test is given and when the test is corrected, but will not have access to the actual test. If any unreasonable qualification is listed by the BOARD, the UNION shall have the right to protest through the grievance procedure. The tests will be corrected immediately and the scores given to the UNION president or his representative or the tests will be sealed by the UNION president or his representative until such time as they can be corrected in the UNION'S presence.

All openings for the above positions shall be posted for at least six (6) working days.

- (2) All employees interested in any opening may make written application to the Director of Human Resources and Special Education or designee within the posting period.
- (3) In the event an applicant is denied a promotion, the BOARD shall, upon request, give reasons for the denial to the applicant and the UNION. If a grievance is filed by the applicant, the position may be filled on a temporary basis until such grievance is resolved through the grievance procedure.
- (4) After the employee has been awarded the position he will be assigned to that position to begin his trial period within five (5) work days, provided there is no need to retain him in his former position for training his successor.
- (5) In the event the BOARD creates a skilled trade position it shall notify the UNION of such fact, and shall, upon request, meet to negotiate a wage rate for such position.
- (6) It is understood that a vacant position due to resignation or retirement shall be posted within ten (10) days after a position is vacated. Vacant positions caused by leave of absence requests or terminations will not be declared vacant until the Board of Education takes action at its next regularly scheduled BOARD meeting. It is further understood that this provision shall not apply during the period when school is not in session.
- (7) The employee shall have thirty (30) working days in which to decide whether to keep the new position or to return to his former position.
- (8) At the end of the thirty (30) working days trial period the appropriate supervisor may extend the trial period for an additional twenty (20) working days if the supervisor feels further evaluation of the employee is necessary. After the first or second twenty (20) day trial period, the appropriate supervisor may return the employee to his former position if such employee has not performed his new duties in a satisfactory manner.
- (9) While the employee is trying out for the new position his former position shall be filled on a temporary basis until such time as his new position becomes permanent.
- (10) It is understood that when an employee moves from an occupational group that has less fringe benefits than the occupational group the employee is transferring into, that employee will not receive the additional fringe benefits until the probationary period of the new position has been completed.

(F) Board Promotion Outside the Bargaining Unit

Any employee who is promoted to a position by the BOARD, outside of the bargaining unit, shall maintain his seniority and have it frozen at that point. In the event an employee returns to the bargaining unit, he will bump the lowest

seniority person in the occupational group from which he was promoted.

(G) Involuntary Transfer - Excess of Employees

(1) Whenever positions are eliminated and it is necessary to transfer employees to other positions within the bargaining unit, it shall be accomplished in the following manner:

(a) The affected employee shall have the right to bump the lowest seniority employee in his classification as listed in ARTICLE IV, Section 8 (A)(2)(a)(c)(d) on his same shift. If this is not possible, he shall be able to bump the lowest seniority employee in his current or sub-classification within his occupational group who is on the same shift, provided he is qualified and has the ability to perform the work. If that is not possible, he shall then have the right to bump the lowest seniority employee in his current or sub-classification within his occupational group on another shift provided he is qualified, and has the ability to perform the work. However, in no event may an employee gain a promotion through an involuntary transfer or assume a position currently listed under ARTICLE IV, Section 6 (E) Promotion to Certain Positions. Moving from an elementary building with less than 20 rooms to an elementary building with more than 20 rooms shall not be deemed a promotion in this instance only.

(b) The bumped employee shall be involuntarily transferred in accordance with (a) above.

(1) It is agreed that any employee who is involuntarily transferred to a position which carries a lower hourly wage shall have his base hourly wages frozen until his new base hourly wages catch up with the base hourly wages he was earning prior to such transfer.

(2) Any employee involuntarily transferred shall, at his request, be given a written statement establishing a priority for him on one opening that may occur in a position and building from which he has been transferred.

(H) Involuntary Transfer

(1) The BOARD may transfer an employee to a vacancy for just cause, provided, that if a higher seniority employee who is qualified desires such position he shall be given priority.

(a) The involuntary transfer will be first discussed with the affected employee and he will be given a written notice of such action.

(2) If a transfer for just cause is necessary and there is no vacancy, the UNION agrees to meet with the Superintendent or his designated representative to attempt to resolve this matter in a manner which will avoid a termination of employment. Section (1) and (a) above do not apply in a transfer of two employees and an exchange of their positions.

- (3) No employee shall be permitted to promote as a result of this provision.

#### Section 7. Discipline and Discharge

- (A) The UNION recognizes that the management duty of the BOARD for the selection and direction of the working force includes the right to hire, suspend, or discharge for just cause.

(1) Definitions

- (a) **DISCHARGE** shall mean the involuntary termination of any seniority employee by the BOARD.
- (b) **DISCIPLINE** shall mean any punitive action on behalf of the BOARD against any seniority employee which results in loss of pay.
- (c) **WARNING** shall mean any action taken which does not result in an involuntary termination of employment or a loss of pay.

(2) Notice and Appeal of Discharge or Discipline

- (a) Upon any such action being taken against any seniority employee, the BOARD agrees to ask the employee if he desires UNION representation. If the employee so desires the UNION president will promptly be furnished a copy of the notice of discharge or discipline. If the employee refuses UNION representation, he shall sign a waiver to that effect which will be sent promptly to the local union president by the BOARD.
- (b) This discharged or disciplined employee will be allowed a reasonable amount of time to discuss this action with the appropriate UNION steward. Upon request, the employee will be given an opportunity to discuss the discharge or discipline with the Superintendent, or his designated representative. Also, he will be afforded the opportunity for representation from the appropriate UNION steward.
- (c) If the employee or the appropriate UNION steward reasonably believes this action to be unwarranted, an appeal may be made through the grievance procedure. Such appeal shall be filed at Step Two of the grievance procedure.

(3) Warnings

- (a) If an immediate supervisor or the Superintendent, or his designated representative, believes that an employee should be given a warning he may call a conference for that purpose. The conference, if called, shall consist of the affected employee, the UNION president, divisional steward, if available, the immediate supervisor and/or the Superintendent, and/or his designated representative.
- (b) If an employee is warned in writing he shall be asked whether he wishes a copy sent to the UNION president. Such copy will be sent if

then requested by the employee.

- (4) The BOARD shall be permitted to post on the UNION bulletin board a notice of some actions which may constitute grounds for a warning, discipline or discharge. The notice shall be in substantially the following form:

**BULLETIN BOARD NOTICE**

If a person has been found to have deviated from, or not lived up to, the requirements of the position, or the master contract, he may be treated in the following manner.

**ORDINARY ACTION** (Pertains to matters which are not serious enough to warrant discipline or discharge at the time of occurrence.)

- (a) Be issued a warning, in writing, and in this warning, shall state what he is not doing.
- (b) If it is found that the employee does not follow the recommendation(s) issued under the warning, he may be suspended.
- (c) If the same person does not then follow the recommendation(s) issued under the warning, he may be given a further suspension.
- (d) If the same person continues to disregard the recommendation(s) as issued in the warning and suspensions, he may be subject to discharge.
- (e) If an employee has been suspended for just cause, it shall be without pay. When reinstated, he shall receive his usual pay rate from the time of reinstatement. However, payment shall be retroactive to date of suspension if such suspension is reversed via the grievance procedure.

**SOME GROUNDS FOR WARNING AND/OR DISCIPLINE**

- (a) Failure to report for duty without notification to the administration.
  - (b) Inefficiency or inability to perform assigned tasks.
  - (c) Excessive tardiness or absenteeism.
  - (d) Failure to report to the Maintenance and Operations Office immediately after visits to the clinic.
  - (e) Working under the influence of alcohol or other drugs.
- (5) A bus driver who exceeds the number of points allowed by law shall be immediately placed on a leave-of-absence without pay until such time as the points have been reduced to a level allowed by law. Said employee will also be required to comply with any other statutes or requirements imposed by the laws of this state to obtain a commercial driver's license.

- (6) It is understood that the matters of discipline, discharge, and warning are prerogatives of the BOARD and shall be meted out in accordance with the seriousness of the alleged offense at the time, notwithstanding the provisions in (4) above. However, any action taken by the BOARD will be for just cause and such action shall be subject to the grievance procedure.

## Section 8. Layoff and Recall

### (A) Layoff Procedure

- (1) When the BOARD deems it necessary to reduce the working force, it shall first inquire as to whether there are any employees within the affected sub-classification willing to take a voluntary layoff. If there are such employees, they shall be laid off first. During the period of layoff the employee shall not be entitled to any wages or fringe benefits except as provided for in ARTICLE VII, Section 8 (E) but shall retain seniority rights and accumulated sick leave time.
- (2) Layoffs shall be accomplished according to the following occupational groups (a, b, c, d) and their respective sub-classifications. It is understood that these occupational groups and sub-classifications are for layoff purposes only.
  - (a) Maintenance/Custodial Employees
    - 1) Maintenance Leader
    - 2) Maintenance Employees
    - 3) Secondary Head Custodians
    - 4) Warehouseman
    - 5) Elementary Head Custodians
    - 6) Custodians (Matron-Laundress)
  - (b) Transportation Employees
    - 1) Transportation Leader
    - 2) Bus Drivers
  - (c) Food Service Employees
    - 1) Cook-Leader
    - 2) Cooks
    - 3) Baker
    - 4) Kitchen Helper/Driver
    - 5) Kitchen Helper
- (3) Probationary employees in the affected classifications will be laid off first. Any layoffs made in the classifications will be accomplished by the lowest seniority. The employee with the least amount of seniority within the classification within the affected occupational group will be laid off until the classifications are reduced to a number determined by the BOARD. During the period of layoff the employee shall not be entitled to any wages



or fringe benefits except as provided for in ARTICLE VII, Section 8 (E). The laid off employee shall retain seniority and accumulated sick leave.

- (4) An employee identified for layoff will be able to use his occupational group seniority to bump the lowest seniority employee within any classification within his occupational group which is listed in a direct line with or beneath his present classification excluding positions requiring a test. It is understood that if the employee has to bump beneath his present classification, he shall have the right to bump the lowest seniority employee on his shift provided he is qualified and has the ability to perform the work.

In no event may an employee gain a promotion through a layoff or assume a position currently listed under Article IV, Section 6 (E) Promotion to Certain Positions.

- (a) If he cannot bump an employee on his particular shift he may then bump the lowest seniority employee on another shift of his choice provided he is qualified and has the ability to perform the work.
- (5) When an employee can no longer bump as provided above he shall be laid off.
- (6) The BOARD shall give written notice of such voluntary or involuntary layoff at least seven (7) calendar days prior to the effective date of the layoff, and a list of the names of such employees shall be furnished to the UNION president on the same date the notice is given to the employee(s).

(B) Recall Procedure

- (1) After a layoff, employees shall be recalled to work by seniority within their occupational group. That is, the employee with the greatest amount of seniority within the occupational group shall be recalled first, the employee with the second greatest amount of seniority within the occupational group shall be recalled second and so on until all employees within their occupational group are recalled.
- (2) The BOARD shall give the employee two weeks' notice of recall either by telegram or certified mail to the employee's last known address, and the employee must respond to such notice within seven (7) days after receipt thereof. In the event the employee fails to respond within the required time the BOARD will consider the employee as having terminated his employment with the District.
- (3) It is understood that when an employee is recalled he must accept the position for which he is being recalled. In the case of a voluntary layoff, the employee may refuse the position offered without jeopardizing his recall rights provided the BOARD does not have to hire a new employee in his occupational group.

### **Section 9. Safety Committee**

The BOARD and UNION mutually recognize the importance of safe working conditions and practices and shall cooperatively work to those ends. A joint committee of two supervisors and three members of the UNION shall hold a meeting, if called by either party, at a date, time and place mutually agreed upon, for the purpose of resolving unsafe conditions, developing safe practices and recommending training programs.

### **Section 10. Employee Evaluation**

It is understood by the BOARD and the UNION that the evaluation of employees is primarily for the improvement of job performance and is not intended for disciplinary purposes.

- (A) Each employee may be evaluated by his Supervisor in writing upon requirements and expectations established by the BOARD. The criteria for evaluation will be related to the responsibilities of the position which is being evaluated.
- (B) The Supervisor shall provide the employee with a copy of the evaluation and the original will be placed in the employee's personnel file after it is signed by the employee and the Supervisor. The employee's signature only signifies the employee has read and received the evaluation. It is understood that the employee may attach a written reaction to this evaluation if he so desires.

### **Section 11. Health Requirements**

Each employee is expected to maintain a general condition of health that allows him to perform the express and implied duties of his position, including freedom from substance abuse. The BOARD shall continue to pay the cost, for all employees, of any physical examinations required by law or by the BOARD, as the case may be. Such examination shall be given by a duly licensed physician selected by the BOARD. However, all employees are to use every three (3) years or as required by law the T.B. Chest X-ray service provided through the Michigan Department of Health whenever the service is available in this area. In the event that a particular classification of employee is required to submit to a T.B. test more than once every three (3) years, the BOARD agrees to reimburse for those additional tests. The employee will continue to pay for one test every three (3) years. Physical examination for transportation employees shall include a drug screen (see Memo of Agreement).

Should an employee submit a report from his own physician that is inconsistent with that of the Board's physician, and which bears on a question material to the employee's employment status, an additional medical opinion will be sought through the Henry Ford Hospital, Detroit, or the University of Michigan Hospital, Ann Arbor, with the BOARD and the employee sharing equally the cost of this additional medical opinion. However, it is understood that the additional medical opinion above will not apply to an employee receiving workers' compensation benefits or the provisions of Article VII, Section 8 (A) of this Agreement regarding long term disability benefits.

## ARTICLE V

### WORKING HOURS, HOLIDAYS AND VACATIONS

#### Section 1. Working Hours and Related Matters

- (A) Working Hours. The regular work day of each full time custodial and maintenance employee shall be eight (8) hours on Monday through Friday, provided that the work day of food service and bus driving employees shall consist of those hours the BOARD deems necessary to perform required duties. In the event the BOARD leases a building, the custodial work day and work schedule may be altered by the Supervisor to meet the needs of the lessee.

It is the intent of the BOARD to employ full time employees in all classifications whenever it is possible to do so and it is in the best interests of the school district. The work shift for all full time custodial and maintenance employees shall be as follows:

- (1) First shift shall start between 5:00 a.m. and 9:00 a.m. and terminate between 1:00 p.m. and 5:00 p.m.
  - (2) Second shift shall start between 1:00 p.m. and 5:00 p.m. and terminate between 9:00 p.m. and 1:00 a.m.
  - (3) Third shift shall start between 9:00 p.m. and 1:00 a.m. and terminate between 5:00 a.m. and 9:00 a.m.
- (B) Regular Schedule for Shifts. Each shift shall be operated on a regular schedule basis starting and terminating within the hours prescribed above subject to occasional variation on the scheduling of a shift or employee to meet a particular local condition. If an employee's shift needs to be changed, he will be given as much advance notice as is reasonably possible. And further, an employee will be excused from reporting for a changed shift when a previously scheduled appointment for professional services would conflict with the change and the appointment is subsequently verified by the employee with appropriate documentation submitted to the Maintenance and Operations Office by the end of the next workday.
- (C) Lunch Break and Rest Periods. Each full time employee shall be paid for a lunch period not exceeding one-half hour per shift and a rest period not exceeding 15 minutes to be taken, whenever possible, in the first half of his shift.
- (D) Employees to Remain on Premises. No employee shall leave the premises of his work location without prior permission of his appropriate supervisor or his designated representative when not in connection with the performance of his assigned duties.
- (E) Shift Premium. Employees on the second and third shifts, respectively, shall be paid the following shift premium in addition to their regular hourly rate. It is understood the applicable shift premium shall be applied when an employee's

regular shift schedule varies from the shift hours provided hereinbefore.

(1) Second Shift - \$0.10 per hour.

(2) Third Shift - \$0.15 per hour.

- (F) Emergency School Closings. If schools are closed for reasons beyond the control of the BOARD and unless otherwise notified, food service, transportation and custodial employees shall not report to work but will be compensated at their daily rate of pay. If otherwise notified to report for work they will be given compensatory time off with pay at the discretion of the appropriate supervisor. However, if the BOARD is required by state law to make up any of the lost days, payment for days lost will be considered pay in advance for less than 52 week personnel who shall report for work on the make up days with no additional compensation paid.

However, if schools are closed due to conditions beyond the control of the BOARD the warehouseman, head custodians, and maintenance employees shall report to work and will be compensated at their daily rate of pay. They will also be given compensatory time off with pay at the discretion of the appropriate supervisor. If they are unable to report to work due to severe weather conditions, they shall be paid at their daily rate of pay.

## Section 2. Vacations

- (A) Each full time employee shall earn credit for paid vacation time in accordance with the following schedule as referenced in Article IV, Section 4 (A):

For employees employed prior to July 1, 1973:

1st 4 years	--1 day for each month worked
5-9 years	--1 1/4 days for each month worked
10-15 years	--1 2/3 days for each month worked, plus one additional day
16 years	--Two additional days
18 years	--Two additional days
20 years	--One additional day

For employees employed after July 1, 1973:

1st 4 years	--1 day for each month worked
5-9 years	--1 1/4 days for each month worked
10-15 years	--1 2/3 days for each month worked, plus one additional day
21 years	--One additional day
22 years	--One additional day
23 years	--One additional day
24 years	--One additional day

- (B) Vacations shall be scheduled on a building basis in accordance with the following procedure:

- (1) All vacations shall be taken during the following months: June (following the end of the school year), July, August, October, and November, provided

that the appropriate supervisor may grant permission to take a vacation at another time of the year in his sole discretion.

- (2) Vacations shall be taken in consecutive periods and not split, provided that the appropriate supervisor may permit the splitting of a vacation in his sole discretion.
- (3) Vacations will be granted in accordance with the request of the employees so far as possible on a seniority basis, provided that the granting of such requests does not interfere with the efficiency of the District's operation. Employees must submit their vacation requests to the appropriate supervisor on or before May 1 of each year. No changes in an employee's vacation schedule will be permitted without the prior approval of the appropriate supervisor. It is further understood that after vacation requests have been sent in for approval and an employee moves to a different job location, that employee will be considered to have the least seniority for vacation selection for that year in that building.
- (4) An extended vacation, without pay, may be granted at the sole discretion of the appropriate supervisor. It is understood, however, that the time granted for such an extended vacation cannot exceed the vacation time that has been earned by the employee in that year. It is further understood that such employee's fringe benefits will be continued during the time he is on extended vacation. A request for an extended vacation must be received on or before May 1 of each year.
- (5) Vacation time earned during the current fiscal year (July 1 - June 30) must be taken no later than December 31st of the next fiscal year.

### **Section 3. Holidays**

#### **(A) Paid Holidays**

It is understood that in order to be eligible for holiday pay the employee must work on the work day immediately preceding and after such holiday except when he is off work for a valid reason and receives pay from the BOARD for such days (that is, the day immediately preceding and following a paid holiday). Upon an employee's second absence on a work day immediately preceding or following a holiday, he shall be required to submit medical verification from a doctor stating the reason for his absence. Failure to produce this verification will result in loss of pay for such holiday period.

It is understood that each employee's area will be cleaned and waxed, desks will be washed, filters cleaned, dirtiest floors will be scrubbed, waxed, and buffed by the completion of the Christmas and Easter holidays.

It is understood and agreed that 10-month employees, employed prior to July 1, 1986, shall be eligible for holiday pay when a holiday occurs during a period of time when such employees are not scheduled to work except for the December 28th holiday.

(B) The following days shall be recognized as paid holidays:

New Year's Day  
Good Friday  
Monday after Easter  
Tuesday after Easter  
Wednesday after Easter  
Thursday after Easter  
Friday after Easter  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
December 24th  
Christmas Day  
Day after Christmas  
December 27th  
December 28th  
December 31st

- (C) When any of the above holidays falls on a Saturday, they shall be observed on the Friday preceding such holiday. In the event any holidays fall on a Sunday, they shall be observed on Monday following the holiday. If the Fourth of July falls on a Tuesday or Thursday, the employees shall have off the Monday or Friday preceding or following the holiday. It is understood that if school is in session on any day when a holiday is to be observed, the BOARD shall arrange for such holiday to be observed on a day when school is not in session.
- (D) If it is necessary that an employee be required to work on a holiday, he will be paid double time his regular rate of pay for the hours worked which shall be in addition to his regular pay.
- (E) When any of the holidays set forth above are observed during an employee's regularly scheduled vacation, he shall be granted an additional day to be added to the end of his regularly scheduled vacation period.

## ARTICLE VI

### LEAVES OF ABSENCE, SICK AND EMERGENCY LEAVE AND OTHER LEAVES

#### Section 1. Permissive Leave of Absence

The BOARD may grant a leave of absence to any employee for a period of one year for any purpose which the BOARD deems to constitute good cause. Such leave may be extended for an additional period of one year at the discretion of the BOARD.

At the conclusion of the leave period, the employee shall be eligible to return to the first vacancy in his occupational group (ARTICLE IV, Section 8 (A)(2)) for which the employee can qualify.

It is understood that when an employee takes a permissive leave of absence or a leave

for UNION office as described below he shall not receive any wages or fringe benefits while on such leave.

- (A) Absences without pay of thirty (30) days or less for good cause and with the approval of the immediate supervisor shall not result in a loss of seniority or benefits except for the accruing of sick leave and vacation which will be prorated according to the amount of absences.

### **Section 2. Leave for Union Office**

The BOARD shall grant a leave of absence without loss of seniority for a period not to exceed two (2) years, or the term of office, whichever may be less, to any member of the UNION who is elected to a full time UNION office. Such leave may be extended for an additional period of one year, at the discretion of the BOARD.

### **Section 3. Pregnancy and child Care Leave**

- (A) The employee shall be permitted to continue working for as long as she fully performs all of the express and implied duties and functions of her position.

The following requirements shall apply to employees who are pregnant:

- (1) An employee who is pregnant must inform her supervisor within a reasonable time after she has confirmation of her pregnancy.
- (2) The employee shall submit periodic medical reports as requested, on forms provided by the BOARD.
- (3) A pregnancy leave under this option must be requested at least thirty (30) days prior to the date such leave is expected to commence.
- (4) The employee's doctor shall determine the date when such employee shall cease working, provided that there has been compliance with (2) above. However, if any question arises relative to the pregnancy, the BOARD may require that the employee submit to medical examinations by a duly licensed obstetrician selected by the BOARD.
- (5) The employee shall be able to utilize sick leave in accordance with ARTICLE VI, Section 5 only for the period the employee is medically unable to work. The period of such leave shall run from the date set by the employee's doctor as in four (4) above until at least the period of medical disability is completed. At that time the employee may immediately return to work. However, if the employee requests, she shall return to work at the beginning of the semester according to the following schedule:

Employees taking a leave commencing from July 1st through October 31st will return to work the following January.

Employees taking a leave commencing from November 1st through May 31st will return to work the following September.

- (6) During the period of such leave the employee's position may be filled by a temporary employee.
- (7) Upon expiration of such leave, the employee shall be reinstated to her former position and shall report to work.
- (8) While on such leave an employee shall retain full hospitalization, dental and life insurance coverage for the period of medical disability. The employee shall continue to accumulate seniority for the duration of such leave.

**Section 4. Sick and Emergency Leave, Personal Leave, Funeral Leave, Jury and Court Leave**

- (A) Paid for leave time will be provided on an accumulation basis for the primary purpose of protecting an employee's family living income during period of unavoidable absence due to illness or accident. Short-term incapacity, bereavement, and personal emergencies, as hereinafter provided for, are also considered as good secondary cause compensated absences.
- (B) Each full time employee shall earn one day per each month worked for purposes of sick and emergency leave. After the commencement of the fiscal year or work year, whichever is sooner, an employee may draw on his days for the balance of such year. At the end of each fiscal year all such unused leave days shall be placed in the employee's leave bank subject to (G) below.

All employees in the first and second shift except food service and transportation employees shall report their absences to the offices specified by the BOARD at least two (2) hours prior to the time he is due to start work, if possible.

Food service and transportation employees shall report their absences to the Centrex Operator and either the Food Service Cook Leader or Transportation Leader, and such absences shall be reported at least two (2) hours prior to the time such employee is due to start work, if possible.

Employees on the third shift shall report their absences to the second shift Leader by at least 6:00 p.m. on the day of the shift unless it is not possible to do so. It shall also be the responsibility of such employees to notify the Centrex Operator at the Administration Building of their absences, the same as they would notify their Leader.

All absences must be reported to the appropriate supervisor. Upon an employee's return to work he shall complete and return an absence form provided by the BOARD. After an employee has been absent for three consecutive days he shall, upon return to work, provide the appropriate supervisor with a doctor's certification of the disability which prevented him from working.

The following additional conditions shall apply to this type of leave:

- (1) Absences for which these days may be used:
  - (a) Personal illness of the employee.



- (b) Emergency illness in the immediate family when necessary care cannot be arranged (includes birth of child of employee's spouse).
  - (c) Employee's own wedding (limit of five days).
  - (d) Transportation failure (only when no other means of transportation is available).
  - (e) One sick day may be used for the purpose of personal business upon securing prior approval of the appropriate supervisor.
- (2) In the event an employee leaves the District prior to the end of his work year and has used more days than he has earned, the excess day(s) shall be deducted from his last paycheck unless he has enough days in his sick bank from previous years to cover the excess days used.
- (3) Absences directly resulting from on-the-job injuries or sicknesses shall not be chargeable to the employee's sick and emergency leave. The employee shall receive the difference between his scheduled salary and worker's compensation benefits up to the time he is eligible for Health and Accident Insurance. It is understood that an employee must apply for worker's compensation benefits in order to receive his scheduled salary without charge to his sick and emergency leave days. Moreover, he must show the worker's compensation check to the Payroll Department so that the proper deduction can be made.
- (a) Injuries must be reported to the appropriate administrator, on forms provided by the BOARD, as soon as possible but in no event later than three (3) calendar days after the occurrence of the injury.
  - (b) It is understood that if an employee's on-the-job injury is a result of his own negligence or contributory negligence, his compensation shall be limited to that provided by the Worker's Compensation Law unless such employee elects to supplement such compensation by use of his accumulated leave days. If a question arises as to negligence or contributory negligence on the part of an employee such question shall be subject to the grievance procedure.

(C) Personal Leave

Each full time employee shall be granted three (3) working days with pay each working year for personal business. The use of any such leave must have the prior approval of the appropriate supervisor or his designated representative. At the end of each fiscal year, the unused business days shall be credited to the employee's leave bank in combination with sick leave days. After being placed in the bank, these days may not be used for personal business but shall be limited to sick and emergency use. It is understood that if an employee works less than a full working year, his personal leave days shall be proportionately reduced. If such employee has used more days than he is entitled to, the excess shall be deducted from his final paycheck. Employees may not request the use of personal leave days immediately before or after a vacation or holiday period.

unless an emergency arises which necessitates the use of a personal leave day at that time. In this event the employee will relate the specific reason for requesting personal leave to his Supervisor.

(D) Funeral Leave

Each full time employee shall be excused from work with pay in the following cases without charge to his sick or personal leave:

- (1) Death in the immediate family of the employee or spouse for a period of up to five days. Immediate family shall mean mother, father, brother, sister, child, wife, husband, grandmother or grandfather.
- (2) Death of other relative or member of the household for a period not exceeding one (1) day. (Limit of three (3) days per year per employee.)
- (3) It is understood that after returning to work an employee must complete and return to the appropriate supervisor an absence form provided by the BOARD.
- (4) It is understood that funeral leave is to be used for the purpose of making funeral arrangements, attending funerals, and bereavement, and use of such time for purposes other than in connection with a death is a violation of this provision. It is further understood that the time granted under this provision for funeral leave is considered a maximum and an employee should not be off of work for the maximum time unless it is absolutely necessary.
- (5) If a death in the immediate family occurs when a person is on paid vacation, they will not be charged for those days but rather those days will be charged as funeral days in accordance with (1) above.

(E) Jury and Court Leave

Each employee shall be excused from his regularly assigned duties for jury duty or the attendance at any court pursuant to subpoena provided the legal action was not initiated by the employee, his spouse or the Union. He shall be paid the difference between his regular salary and such amount as he may receive as juror or witness fees.

- (F) It is understood that while an employee is on unpaid sick leave or long term disability, he shall not receive any wages or pay from the BOARD, and the only fringe benefits that he shall be eligible for are hospitalization, life insurance, and long term disability, dental and optical insurance. Longevity and vacation pay shall be prorated to the months actually worked during the work year. It is understood that if an employee does not work during the working year, he shall not be entitled to longevity and vacation pay for the year. It is further understood that if a ten (10) month employee goes on long term disability prior to the end of his work year such employee shall not receive any vacation pay except when the amount of long term disability benefits received, including worker's compensation, is less than the amount of vacation pay earned, in which event the BOARD shall pay the difference. It is further understood that when such employee returns to work he shall be entitled to the same position he

occupied prior to sickness or disability, provided that he has furnished the Superintendent with medical evidence of his fitness to resume his former duties.

(G) Payment for Unused Leave Days

It is agreed that at the end of the current fiscal year the BOARD shall pay each employee at the rate of \$20.00 per day for each unused leave day (sick and personal business leave) granted during the current fiscal year. Payment shall be made in a lump sum on the second paycheck in July. Payment for unused leave days will be prorated on the basis of the number of hours worked per day based on \$20.00 per day. Example: \$20.00 divided by 8 = \$2.50 x daily hours worked = amount of money per unused sick day.

- (1) It is agreed that each employee shall have the option of banking such unused leave days, in lieu of payment, which may accumulate without limitation.
- (2) If an employee does not notify his supervisor, in writing, by June 1st of this intention to exercise such option he shall be considered as having requested banking any unused leave days.

ARTICLE VII  
EMPLOYEE COMPENSATION, FRINGE BENEFITS AND RELATED MATTERS

**Section 1. Employee Compensation**

For services rendered to the District during the work year, each employee shall be paid in accordance with the rate schedule in Appendix A of this agreement. The rates of pay for any future positions within the bargaining unit, which do not now appear on the above schedule shall be subject to negotiations between the BOARD and the UNION.

**Section 2. Longevity Pay**

- (A) Each employee shall be paid longevity pay in addition to his regular hourly rate in accordance with the schedule below. Payment shall be made annually in one amount to be included on the paycheck of the first full pay period after an employee's date of employment with the school district.
- (B) It is understood that longevity pay shall be computed on the basis of years of service which shall mean time actually worked by the employee up to the time payment is to be made.
  - (1) If an employee is off work at any time due to a layoff or a permissive, union, or maternity leave of absence, such time off will be subtracted from his years of service and his date of employment will be changed accordingly for longevity purposes.
  - (2) If an employee is off work for less than one year because of illness or disability, his years of service for longevity purposes shall remain the same and there shall be no change in the date of employment. If an employee is off work for more than one year because of illness or disability he shall

receive no longevity pay and the time off in excess of one year shall be subtracted from his years of service and his date of employment will be changed accordingly for longevity purposes.

- (C) It is understood that if for any reason an employee works less than his full work years (from date of employment to time payment is to be made) his longevity pay for that year shall be prorated accordingly.

(D) <u>YEARS OF SERVICE</u>	12 Month Employees Hired Prior To July 1, 1974 - Amount Per Year (Not cumulative)	12 Month Employees Hired After July 1, 1974 - Amount Per Year (Not cumulative)
Completion of 5 years	\$455.00	\$405.00
Completion of 8 years	505.00	430.00
Completion of 10 years	580.00	455.00
Completion of 15 years or more	680.00	480.00
Completion of 20 years or more	780.00	

<u>YEARS OF SERVICE</u>	10 Month Employees Hired Prior to July 1, 1974 - Amount per Year (Not cumulative)	10 Month Employees Hired After July 1, 1974 - Amount per Year (Not cumulative)
Completion of 5 years	\$450.00	\$400.00
Completion of 8 years	500.00	425.00
Completion of 10 years	575.00	450.00
Completion of 15 years or more	675.00	475.00
Completion of 20 years or more	775.00	

An additional month's credit shall be granted to 10-month employees if the employee is scheduled to work 10 or more work days in any given month beyond their normal work-year.

Part time employees shall be entitled to 1/2 of the above longevity amount, based upon their date of employment and scheduled work-year.

Part time employees who become full time employees shall have years of service earned as part time prorated at 50% to yield full time equivalency for purposes of placement on the above scale. This provision shall occur until such time as the employee shall obtain the equivalent of five (5) full-time years of service.

### Section 3. Pay Periods

Each employee shall be paid bi-weekly.

#### Section 4. Pay Advance Prior to Vacation

An employee will be given his paycheck in advance for any regular pay period which may fall during his vacation, provided that he makes written request therefor to the Office of the Director of Business Affairs at least four weeks prior to the scheduled vacation. If his vacation is changed, he shall immediately upon such change give written notice thereof to the same office. An employee will be paid his current rate for the regular work day not exceeding eight hours per day for the period of his vacation and he will continue to receive credit for any benefits provided in this agreement during the period of his vacation.

#### Section 5. Vacation Pay Upon Layoff or Retirement

Any employee who is laid off or retires shall be paid within a reasonable time thereafter for any unused vacation days including those days accrued at the then current calendar year.

#### Section 6. Overtime

Overtime pay will be at the rate of time and one-half of the employee's regular rate plus any position differential and will be paid for all hours worked in excess of eight hours per day or after forty hours per week. However, no non-compensated absences from work shall be included in the eight or forth hour computations. The following conditions shall apply to all overtime periods.

##### (A) Call-in Pay

When an employee is called in to work overtime she/he will be paid a minimum of two (2) hours if called in after 7:00 a.m. and before 12:00 midnight; the minimum will be three (3) hours if called in between 12:00 midnight and 7:00 a.m.. The appropriate supervisor or his designated representative calling the employee in may assign work to be done during these three (3) hours after the problem that necessitated the call-in has been resolved. It is understood, however, that when an employee is called in to work overtime which is scheduled to begin less than three (3) hours before such employee begins his regular shift, he shall be paid only for the number of overtime hours worked.

##### (B) Overtime will be posted and kept up-to-date by the head custodian, transportation leader, maintenance leader and head cook on the UNION bulletin board provided in this agreement and will be divided as equally as possible within the buildings or within each group of employees for the particular work required. Anyone refusing overtime shall wait his next regular turn and be charged with the hours that the employee who took the overtime actually worked.

##### (C) Bus drivers shall have priority, whenever possible, on the basis of seniority for regular routes and runs involving extra-curricular activities. The field trip driver or his substitute shall have first choice after the regular drivers on all extra-curricular activities. However, where such priority would result in unnecessary overtime hours or mileage on vehicles, it shall not be granted. In any case, transporting students to and from school on regularly scheduled routes shall have first priority.

- (1) When a regular driver is absent, the field trip driver shall fill that position, on a temporary basis, until the regular driver returns to work. The substitute drivers shall then be assigned to the field trips on a temporary basis. This provision shall not apply in the case of the Transportation Leader's absence.
- (D) Whenever a building is used at a time when a custodian is not on regular duty, and in the opinion of the building principal the activity creates dirt and disorder, a custodian shall be assigned overtime to prepare the building for an orderly resumption of the instructional program. However, if a custodian is assigned overtime which is to begin at the completion of his regular duties he shall be paid only for the number of overtime hours worked. Otherwise, the call-in provisions in (A) above shall apply.
- Food service employees will have first choice in their building for an absent person's position only if it carries more hours and they are qualified to do the work. The substitute will then be assigned to the resulting vacancy. However, where such priority would result in unnecessary overtime hours, it shall not be granted. In any case the efficient running of the cafeteria shall have first priority.
- (E) Overtime for each employee shall be paid on each pay period for all overtime worked up to the date the overtime sheets have been submitted to the Payroll Office.
- (F) It is understood that if an employee is absent from work when he is up for overtime he shall be charged with the overtime hours. It is further understood that if an employee is absent on Friday he is not eligible for any overtime occurring over the weekend.
- (G) If a maintenance man with a particular skill is needed the BOARD may pick such employee out of rotation.
- (H) When overtime is assigned it shall be done in the manner outlined in (B) above. If no one within the building or group is available for such overtime, it shall be offered to all employees outside of the building or group who have entered their names on a central overtime list, provided that such employees are qualified and capable of performing the work.
- (I) The BOARD will attempt to refrain from using a substitute employee in a building where there is not at least one full time employee working on a regular or overtime basis.

#### **Section 7. Limitation of Back Wages**

In the event that an employee is entitled to payment of back wages, no such payment shall exceed the amount the employee would have otherwise earned at his regular rate.

#### **Section 8. Insurance Benefits**

Notwithstanding the benefit provisions of the sections below, the terms of any

contract or policy issued by a carrier determined by the BOARD thereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. The BOARD, by payment of the premiums required to provide the coverages set forth, shall be relieved from all liability with respect to the benefits provided by the plans as described below. The failure of any carrier to provide any of the benefits for which it has contracted for any reason except the negligence of the BOARD shall not result in any liability to the Board of Education or the UNION, nor shall such failure be considered a breach of any obligation by either of them. However, the BOARD shall continue to assist employees with the processing of claims and, further, periodically review the carriers' performance of their administration of the policy contracts with the District and advise the carriers when the BOARD or the UNION finds their performance unsatisfactory.

(A) Long Term Disability Insurance

The BOARD agrees to pay the full cost of a group income protection disability insurance plan with a carrier determined by the BOARD for each employee who has successfully completed his probationary period. Such plan shall pay after ninety (90) calendar days of disability as defined in the insurance plan, subject to the terms and conditions of the plan:

- (1) 70% of the employee's monthly salary for the first 26 weeks of disability following the above ninety (90) day calendar period, not to exceed a monthly cap of \$1,800 per month;
- (2) 66 2/3% of the employee's monthly salary after the above 26 week period and during the period of disability up to age sixty-five (65), not to exceed a monthly cumulative maximum cap of \$1,200 per month. At age 65 the following schedule shall apply:

65	- 24 months of benefits
66	- 21 months of benefits
67	- 18 months of benefits
68	- 15 months of benefits
69 & over	- 12 months of benefits

(B) Worker's Compensation

Employees receiving payment under this provision shall be compensated at 100% of their wages for the first ten working days. Commencing with the eleventh day the employee shall be compensated at the rate of 85% of his wage. If the employee so chooses he/she may elect to use accumulated sick leave and/or vacation time to make up the difference in daily rate up to 15%. The employee must submit the request in writing to the Director of Human Resources and Special Education not more than thirty (30) calendar days from the date on which the Board ratifies this agreement.

An employee who is receiving Worker's Compensation shall return to a restricted duty position with the District at his/her regular wages with written permission of his/her doctor.

(C) Group Term Life Insurance

Upon submission of a written application, the BOARD shall pay the full premium for a \$25,000 term life insurance policy through an insurance carrier to be determined by the BOARD for each employee who has successfully completed his probationary period.

(D) Hospitalization and Medical Insurance

Upon submission of a written application, the BOARD shall pay the full premium of each employee who has successfully completed his probationary period and who elects to enroll, and their eligible spouse and dependents as defined by the United States Internal Revenue Service, for a hospitalization and medical insurance policy with Blue Cross/Blue Shield to provide the following benefits: MVF-1 with Master Medical; M.L.; SAT-II; P.D. (\$3.00 Deductible); FAE-RC and PCES-1 & PCES-2.

The employee and eligible dependents shall submit to a second surgical opinion, in non-emergency situations, for the following procedures:

1. Cataract removal
2. Gall bladder surgery
3. Hernia repair
4. Heart by-pass surgery
5. Heart valve surgery
6. Hysterectomy
7. Fallopian tubes and ovary surgery
8. Nasal surgery
9. Tonsil and/or adenoid removal
10. Prostrate surgery

Should at some future date the BOARD decide to investigate other health insurance carriers, self-funding and/or third party administrators in order to provide the same or better coverage to employees as described (A), (B) and (C) above, the UNION shall be allowed representation on the committee convened by the BOARD to study such alternatives. Once the BOARD makes a choice as to another carrier or third party administrator, or to use self-funding for any of its health care programs, Article VII, Section 8 shall be reopened for negotiations.

Employees working less than a full contract year have benefits terminated on the first day of the month following termination of employment.

It is the employee's responsibility to report to the Personnel Office any changes in family status within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the BOARD in his behalf for his failure to comply with this provision.

For those employees so electing, the BOARD shall pay the full premium, under the same conditions as in (1) above, for the Blue Preferred Plan (Prudent Purchaser Organization - PPO or BC/BS Care Network - HCN) or equivalent. The election may be made or changed during the fall enrollment period.



(E) Life Insurance for Retirees

The BOARD shall provide an \$15,000.00 Group Term Life Insurance policy for each retiree who qualifies for benefits under the Michigan School Employees Retirement System or Social Security and has been employed by the BOARD for at least ten (10) years. It is understood that at age 70 or older such policy will be in the amount of \$6,000.00.

(F) Insurance for Laid Off Employees

It is agreed that the BOARD shall continue to pay hospitalization and group life insurance premiums for laid off employees for a period of three (3) months after the effective date of layoff.

(G) Upon submission of a written application, the BOARD shall pay the full premium for each employee who has successfully completed his probationary period, and their eligible spouse and dependents as defined by the United States Internal Revenue Service, for dental insurance through a company determined by the BOARD.

Such coverage shall include:

- Type A Benefits = 100%
- Type B Benefits = 85%
- Type C Benefits = 70% of all covered expenses (50% for orthodontic treatment).

Comprehensive Dental Maximum Benefit Per Calendar Year per person covered = \$1,000.00.

Orthodontic Treatment Lifetime Maximum Benefit per person covered = \$1,000.00.

(H) Optical Insurance

The BOARD will pay the optical benefits outlined below for each employee and their eligible spouse and dependents directly to the employee upon submission of receipts under the same coordination of benefits procedures presently employed.

Services and Supplies Maximum Benefits During any Period of 24 Consecutive Months.

(1)	Eye Examination	\$36.00
(2)	Lenses	
	Single Vision (two lenses)	\$36.00
	Bifocal (two lenses)	\$60.00
	Trifocal (two lenses)	\$90.00
	Contacts (two lenses)	\$66.00
(3)	Frames	\$30.00

Benefits will be provided for no more than one eye examination, two lenses, and one set of frames during any consecutive 24-month period.

- (4) Coverage is also provided for:
  - (a) Aphakic lenses following cataract surgery, and
  - (b) Contact lenses if visual acuity is not correctable to 20/40 or better in the better eye by the use of contact lenses, and
  - (c) The maximum benefit during the lifetime of an insured family member for aphakic and contact lenses combined will be \$200.00.
- (5) Limitations and exclusions are as set forth in the policy of insurance.

#### Section 9. Severance Pay

- (A) An employee may draw on his accumulated sick and emergency days beyond a minimum accumulation of sixty (60) days, provided he/she has qualified for severance pay benefits in accordance with Article VII, Section 9 of this Agreement.
- (B) Each employee who has been employed by the BOARD for a period of five (5) consecutive years or more shall be eligible for severance pay upon death, retirement under the Michigan School Employees' Retirement System, or Social Security.
- (C) Such severance pay shall be paid as follows: 1-74 days - 50%; 75-124 days - 75%; 125 days or more - 80% of the employee's accumulated sick and emergency leave days paid in accordance with the employee's last regular daily rate.
- (D) If an employee's employment is terminated after five (5) consecutive years of employment with the district, such severance pay shall be an amount equal to 35% of the employee's accumulated sick and emergency leave days paid in accordance with the employee's last regular daily rate.
- (E) If an employee is involuntarily laid off prior to having worked five (5) consecutive years with the district, he shall be eligible for severance pay in the amount equal to 25% of the employee's accumulated sick and emergency leave days paid in accordance with the employee's last regular daily rate. It is understood the employee must request this severance pay in writing to the Personnel Office one week from the date he is notified of his layoff. Once such payment is made to the laid off employee, his sick and emergency leave bank will be completely exhausted and in the event of recall he shall have no accumulated leave days.
- (F) The employee can draw a number of days not to exceed \$3,000.00 in compensation.

The days will be compensated in the following manner: The rate will be determined in accordance with Article VII, Section 9 (B) of this Agreement. The payout rate will be frozen at that level until such time as the employee uses those days for actual sick or emergency leave. In that event a reduction of rate (in accordance with the aforementioned) may result; the employee would be

compensated at the new rate.

## Section 10. Work Uniforms

### (A) Custodial-Maintenance Employees

The BOARD shall provide five (5) work uniforms to new employees. The BOARD will provide the necessary replacement uniforms up to three (3) per work year upon turning in the used uniforms for custodians, and four (4) work uniforms per work year upon turning in the used uniforms for maintenance. Beginning June, 1983, all replacement uniforms and foul weather gear requests will be submitted in writing on a special form issued by the BOARD. These forms must be returned to the Maintenance and Operations Office no later than July 10. Uniforms and foul weather gear as needed will be issued once during the year by October 15 of each school year. The BOARD shall also provide an allowance of \$65.00 per year for the purpose of laundering such uniforms. These allowances will be paid on a general fund check no later than October 30. All foul weather gear must be kept in the Maintenance Shop when not in use.

- (1) It is understood that the BOARD and the UNION will mutually agree on the color for these uniforms.
- (2) The BOARD shall provide winter jackets for outside maintenance employees and day custodian employees. They will be replaced when necessary upon turning in the used jacket.

### (B) Transportation Employees

The BOARD will provide an allowance of up to \$60.00 per year to transportation employees to purchase appropriate uniforms including a jacket(s).

- (1) The colors for such uniform will be navy blue and white and of a style that is appropriate and suitable for the position.
- (2) The BOARD shall provide an allowance of \$50.00 per year for the purpose of laundering such uniforms. This allowance will be paid on a general fund check no later than October 30.
- (3) The allowance for the purchase of uniforms will be paid on a general fund check no later than October 30 upon receipt of the cost of the uniform.

### (C) Food Service Employees

The BOARD will provide an allowance of up to \$60.00 per year per full time employee and \$50.00 per year per part-time employee to purchase appropriate uniforms.

- (1) The color of such uniforms will be blue, blue/white, or white and of a style that is appropriate and suitable for the position.
- (2) The BOARD shall also provide an allowance of \$30.00 per year per employee for the purpose of laundering such uniforms. This allowance will

be paid on a general fund check no later than October 30.

- (3) The allowance for the purchase of uniforms will be paid on a general fund check no later than October 30 upon receipt of the cost of the uniform.
- (D) All receipts due under (A) (B) (C) above must be submitted to the Supervisor no later than October 1.
- (E) Each employee shall be required to wear a neat and clean work uniform at all times during his work.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### **Section 1. Traveling Time Between Buildings**

In the event a custodian is assigned to more than one building the following procedure shall be employed to determine the amount of traveling time to be allocated between buildings.

- (A) Prior to the commencement of the school year the BOARD, in the presence of the UNION, shall measure the distance between buildings and shall set a reasonable time for travel between such buildings. Such reasonable time shall be based on normal weather conditions, and if an employee cannot meet the fixed time limits because of adverse weather conditions he shall not be disciplined for such failure. However, the burden of proof in such instance shall be on the employee.
- (B) If the UNION disputes the reasonability of such allocated time it may pursue the matter through the grievance procedure. However, it is understood that the time allocation(s) set by the BOARD shall remain in effect until reversed via the grievance procedure.

#### **Section 2. Assuming Absent Leader's Position**

It is understood that if an employee is assigned by the BOARD to perform the responsibilities of a leader who is absent from work, such employee shall be compensated at a leader's rate of pay after he assumed such responsibilities for a period in excess of three (3) working days. It is understood that payment shall be retroactive, which shall include the first three (3) working days of service in the absent leader's position. It is further understood that payment shall be made in accordance with the provision of this agreement setting forth payment for overtime.

#### **Section 3. Subbing in the Absence of a Custodian, Custodian Leader, or Head Custodian**

The BOARD shall compile a list at the beginning of each school year of custodians who would be willing to assume an absent custodian, custodian leader, or head custodian's position on any shift. The list shall be published by September 15 of each school year and the Union President shall receive a copy.

#### **Section 4. Criminal Assault**

Any case of criminal assault upon an employee while on the job shall be promptly reported to the proper police authorities and the administration by the employee. The BOARD will then provide legal counsel to advise the employee of his rights and obligations with respect to the criminal aspects of such assault.

#### **Section 5. Notices of Regular and Special Board Meetings**

Notice of all regular and special school board meetings shall be given the UNION president. It is understood that the UNION will provide the supervisor, designated by the BOARD, with copies of all materials to be placed on the UNION bulletin board.

### **ARTICLE IX**

#### **GRIEVANCE PROCEDURE**

##### **Section 1. Definitions**

- (A) A **GRIEVANCE** shall mean a complaint by an employee or group of employees on an alleged violation, misinterpretation or misapplication of any provisions of this agreement.
- (B) **IMMEDIATE SUPERVISOR** shall mean the office(s) established by the Board of Education with direct supervision over custodial, maintenance, transportation and food service employees.

##### **Section 2. Procedure**

- (A) **STEP ONE.** If the employee believes he has a grievance he may discuss it with the immediate supervisor or his steward who may then discuss it with the immediate supervisor. If the matter is not resolved to the satisfaction of the employee the UNION president may submit the grievance, in writing, to the immediate supervisor within three (3) days from the time it was discussed with such supervisor. The immediate supervisor shall answer such grievance, in writing, within three (3) working days after it is received by him.
- (B) **STEP TWO.** If the immediate supervisor's answer is not satisfactory, the UNION president may appeal the grievance, in writing, to the Superintendent or his designated representative within three (3) working days after receipt of the immediate supervisor's answer. The Superintendent or his designated representative shall arrange a meeting with representatives of the UNION within five (5) working days after receipt of the appeal. The Superintendent or his designated representative shall answer the grievance, in writing, within three (3) working days after the meeting.
- (C) **STEP THREE.** If the Superintendent's or his designated representative's answer is not satisfactory, the UNION president may move the Grievance to Arbitration by Notifying the BOARD, within thirty (30) calendar days after receipt of the Employer's answer at Step 2, of their intent to arbitrate.
  - (1) The parties (the Employer and AFSCME Council 25) shall then attempt to

select an Arbitrator.

- (2) If, within thirty (30) calendar days from the Union President's "Notice of Intent to Arbitrate", an Arbitrator has not been mutually selected, the grievance may then be appealed (by AFSCME Council 25) to the American Arbitration Association to be processed in accordance with its Voluntary Labor Arbitration Rules.
- (3) The Arbitrator shall render his award, which shall include a written opinion, not later than thirty (30) calendar days after the date on which the hearings were concluded, or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the Arbitrator.
- (4) The award of the Arbitrator shall be accepted as final and binding on the UNION, its members, the employee or employees involved, and the BOARD. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the Arbitrator's authority as described below, or if no fraud, collusion, or duress is present. The UNION shall not then, by any other means, attempt to bring about a different resolution of the grievance.
- (5) The fees and expenses of the Arbitrator shall be shared equally by the BOARD and the UNION. All other fees and expenses, including administrative fees, shall be assessed according to the voluntary labor arbitration rules of the American Arbitration Association.
- (6) It shall be the function of the Arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of any of the terms of this agreement.
  - (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. His powers shall be limited to deciding whether the BOARD has violated, misapplied or misinterpreted any of the express terms of this agreement. It is understood that any matter that is not specifically set forth in this agreement shall not be subject to arbitration.
  - (b) He shall have no power to decide any question which under this agreement is within the authority of the BOARD to decide, nor shall he substitute his judgment for that of the BOARD.
  - (c) He shall have no power to consider the provisions of any constitutional, statutory, or common law in the resolution of any grievance.
- (7) If the BOARD disputes the arbitrability of any grievance under the terms of this agreement, the Arbitrator shall first determine whether he has jurisdiction to act, and if he finds that he has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.

- (8) The BOARD shall not be required to pay back compensation for more than eleven (11) calendar days prior to the date the grievance was filed.
  - (a) No decision in any one case shall require a retroactive adjustment in compensation in any other case.
- (9) Any grievance occurring during the period between the termination date of this agreement and the effective date of this agreement and the effective date of a new agreement shall not be arbitrable.

### Section 3. General Provisions

- (A) As provided by law every individual employee has the right to present a grievance and have the grievance adjusted without intervention of the UNION, provided, that the adjustment is not inconsistent with the terms of this agreement, and provided further, that the UNION has been given an opportunity to be present at such adjustment.
- (B) The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be possible under the circumstances.
- (C) After the informal discussion stage under the first part of Step One of this procedure, all grievances shall be placed in writing, on forms provided by the BOARD, and all answers to such grievances shall also be in writing.
- (D) Failure by the grieving party to take any step under this procedure within the prescribed time limits shall be deemed to constitute a withdrawal of the grievance. Failure by the Superintendent to hear a grievance within the prescribed time limits, when such grievance reaches his level, shall entitle the aggrieved party to move to the next step. Failure by the BOARD to hear a grievance within the prescribed time limits shall entitle the aggrieved party to have the grievance awarded in his favor. It is understood that the prescribed time limits may be extended by the mutual agreement of both parties, which shall be in writing.
- (E) In order for any action to be taken on a grievance, such grievance must be initially presented within eleven (11) working days after the employee or group of employees or steward or UNION president has knowledge of the incident or occurrence which is the basis for the grievance.
- (F) It is understood and agreed that the following matters shall not be subject to binding arbitration. They are:
  - (1) Placing a probationary employee on an additional period of probation.
  - (2) The termination of services or failure to re-employ a probationary employee.
  - (3) Any matter as to which a method of review is prescribed by law of any rule or regulation of any Michigan State administrative agency which is binding on the Board of Education.

- (G) Any meetings which may be held under this procedure shall be conducted before or after working hours, except where mutually agreed to the contrary.
- (H) In the course of investigation of any grievance, representatives of the UNION will report to the immediate supervisor of the building being visited and state the purpose of the visit immediately upon arrival.
- (I) It shall be continued policy of the BOARD to assure every employee an opportunity to have the unobstructed use of this procedure without fear of reprisal or without prejudice in any manner to his employment status.
- (J) The UNION, recognizing the importance of the employee's occupation, expects its members to conduct themselves in all aspects of their employment in an ethical and proper manner.

## ARTICLE X

### DURATION OF AGREEMENT AND SEVERABILITY

#### **Section 1. Duration of Contract**

- (A) This agreement shall be effective as of July 1, 1990 for a term of three (3) years and shall expire at 11:59 p.m. Eastern Standard Time, on June 30, 1993.
- (B) The parties agree to undertake negotiations for a new collective bargaining agreement no later than April 30, 1993.
- (C) It is expressly understood, however, that any portion(s) of this agreement may be amended at any time during its duration by the mutual agreement of both parties, provided that both parties agree to negotiate on any proposed amendments. It is further understood that any agreements reached shall be reduced to writing and be distributed to all members of the bargaining unit.

#### **Section 2. Severability**

This agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan and of the United States in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan or of the United States, the remaining provisions of this agreement, after severance, shall remain in full force and effect insofar as possible.



**ARTICLE XI**

**MAILING ADDRESS FOR NOTICES**

**Section 1. Mailing Address for Notices**

The notice requirements of any provision of this agreement shall be deemed satisfied upon mailing by first class mail to the following respective address of the parties. In the event that either party shall desire to change the address for such notices, he shall furnish to the other in the manner required hereunder a written notice of such change of address.

Board of Education  
Lake Shore Public Schools  
30401 Taylor  
St. Clair Shores, MI 48082

Local 1217 of AFSCME  
(Home/school address of current  
president of Local 1217)

**ARTICLE XII**

**RATIFICATION**

**Section 1. Ratification**

IN WITNESS WHEREOF we have set our hands to this Agreement with the intent that the execution hereof shall be deemed to be complete as of July 1, 1990.

**BOARD OF EDUCATION  
LAKE SHORE PUBLIC SCHOOLS**

Keith E. Schoenherr, President

Gerard M. Smigielski, Secretary

**LOCAL 1217 OF THE INTERNATIONAL  
UNION OF THE AMERICAN FEDERATION  
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES**

Jeannette P. Schiele, President

Duane P. Palm, Secretary

APPENDIX A - WAGE RATES (4%)  
1990-91

<u>Classification</u>	<u>Beginning Rate Effective July 1, 1990</u>	<u>Maximum Rate Effective July 1, 1991</u>
Custodian	\$10.14	\$11.24
Custodian Assigned to Swimming Pool	10.14	11.60
Elementary Head Custodian (under 20 rooms)	10.82	11.82
Elementary Head Custodian (over 20 rooms)	10.91	12.01
Custodian Leader (2nd and 3rd shifts)	10.91	12.01
Head Custodian (Kennedy and Rodgers)	11.42	12.55
Head Custodian (High School)	11.97	12.94
Matron-Laundress	10.14	11.10
Warehouseman	11.98	12.85
Head Custodian Assigned to Administration Bldg. and Warehouse	11.82	12.08
Bus Driver	10.36	11.23
Bus Aide	7.95	8.21
Transportation Leader	11.19	12.51
Transportation Leader/Coordinator		13.76
Cook-Leader	10.65	10.82
Cooks	9.27	9.53
Kitchen Helper	7.77	8.08
Cook/Assistant Leader		10.03
Kitchen/Helper/Driver	\$7.92	\$8.48

APPENDIX A cont.

<u>Classification</u>	<u>Beginning Rate Effective July 1, 1990</u>	<u>Maximum Rate Effective July 1, 1990</u>
Assistant Cook/Baker	9.19	9.35
Maintenance Leader	12.96	13.44
Maintenance Leader/Coordinator		14.94
Assistant Maintenance Leader	12.12	12.85
Maintenance Man	11.55	12.29

\*(After successful completion of probationary period.)

Maintenance Man A - Two (2) year's experience as Maintenance Man plus the satisfactory completion of one course prescribed by the immediate supervisor or the demonstrated ability to perform certain skills which are utilized in his job as approved by the immediate supervisor. If the employee has asbestos certification, he can achieve this classification with only one (1) year of experience.

--\$12.83 per hour effective July 1, 1990

Maintenance Man A Leader --\$14.18 per hour effective July 1, 1990

Maintenance Man A  
Assistant Leader --\$13.28 per hour effective July 1, 1990

Maintenance Man A  
Leader/Coordinator --\$15.74 per hour effective July 1, 1990

Maintenance Man B - Two (2) year's experience as a Maintenance Man A plus the satisfactory completion of three (3) courses prescribed by the immediate supervisor and a low pressure boiler's license or a journeyman's card.

Maintenance Man B  
(Journeyman's Card) --\$13.50 per hour effective July 1, 1990  
--\$14.02 per hour effective July 1, 1990

Maintenance Man B Leader  
(Journeyman's Card) --\$14.83 per hour effective July 1, 1990  
--\$15.35 per hour effective July 1, 1990

Maintenance Man B Leader/Coor.  
(Journeyman's Card) --\$16.91 per hour effective July 1, 1990

Maintenance Man B  
Assistant Leader  
(Journeyman's Card) --\$13.99 per hour effective July 1, 1990  
--\$14.51 per hour effective July 1, 1990

**NOTE:** After successful completion of courses in the above classifications, and prior to a wage increase, the employee must show a proficiency in the trade and be able to perform such trade with minimal instructions.

Head Custodian and Leader Differentials

Head Custodian (High School)  
Head Custodian (Kennedy and Rodgers)  
Transportation Leader  
Cook-Leader  
Warehouseman

Classification A - Two (2) year's experience in an above classification plus the satisfactory completion of two courses prescribed by the immediate supervisor.

--Additional 15 cents per hour

Classification B - Two (2) year's experience in Classification A plus the satisfactory completion of three (3) additional courses prescribed by the immediate supervisor.

--Additional 25 cents per hour

**NOTE:** After successful completion of courses in the above classifications and prior to a wage increase, the employee must show a proficiency in the trade and be able to perform such trade with minimal instructions.

**NOTE:** After successful completion of courses by employees in the above classifications the educational differential will be folded into the employee's base wage before any general wage increase is computed the following year.

**APPENDIX A - WAGE RATES (6%)**  
1991-92

<u>Classification</u>	<u>Beginning Rate Effective July 1, 1991</u>	<u>Maximum Rate Effective July 1, 1991</u>
Custodian	\$10.75	\$11.91
Custodian Assigned to Swimming Pool	10.75	12.30
Elementary Head Custodian (under 20 rooms)	11.47	12.53
Elementary Head Custodian (over 20 rooms)	11.56	12.73
Custodian Leader (2nd and 3rd shifts)	11.56	12.73
Head Custodian (Kennedy and Rodgers)	12.11	13.30
Head Custodian (High School)	12.69	13.72
Matron-Laundress	10.75	11.77
Warehouseman	12.63	13.62
Head Custodian Assigned to Administration Bldg. and Warehouse	12.53	12.80
Bus Driver	10.98	11.90
Bus Aide	8.43	8.70
Transportation Leader	11.86	13.26
Transportation Leader/Coordinator		14.58
Cook-Leader	11.29	11.47
Cooks	9.83	10.10
Kitchen Helper	8.24	8.56
Cook/Assistant Leader		10.63
Kitchen/Helper/Driver	8.40	8.99

APPENDIX A cont.

<u>Classification</u>	<u>Beginning Rate Effective July 1, 1991</u>	<u>Maximum Rate Effective July 1, 1991</u>
Assistant Cook/Baker	\$9.74	\$9.91
Maintenance Leader	13.73	14.25
Maintenance Leader/Coordinator		15.84
Assistant Maintenance Leader	12.84	13.62
Maintenance Man	12.24	13.03

\*(After successful completion of probationary period.)

Maintenance Man A - Two (2) year's experience as Maintenance Man plus the satisfactory completion of one course prescribed by the immediate supervisor or the demonstrated ability to perform certain skills which are utilized in his job as approved by the immediate supervisor. If the employee has asbestos certification, he can achieve this classification with only one (1) year of experience.

--\$13.60 per hour effective July 1, 1991

Maintenance Man A Leader --\$15.03 per hour effective July 1, 1991

Maintenance Man A Assistant Leader --\$14.08 per hour effective July 1, 1991

Maintenance Man A Leader/Coordinator --\$16.68 per hour effective July 1, 1991

Maintenance Man B - Two (2) year's experience as a Maintenance Man A plus the satisfactory completion of three (3) courses prescribed by the immediate supervisor and a low pressure boiler's license or a journeyman's card.

Maintenance B --\$14.31 per hour effective July 1, 1991

(Journeyman's Card) --\$15.55 per hour effective July 1, 1991

Maintenance Man B Leader --\$15.72 per hour effective July 1, 1991

(Journeyman's Card) --\$16.96 per hour effective July 1, 1991

Maintenance Man B Leader/Coor. --\$18.61 per hour effective July 1, 1991

(Journeyman's Card)

Maintenance Man B Assistant Leader --\$14.83 per hour effective July 1, 1991

(Journeyman's Card) --\$16.07 per hour effective July 1, 1991

**NOTE:** After successful completion of courses in the above classifications, and prior to a wage increase, the employee must show a proficiency in the trade and be able to perform such trade with minimal instructions.

Head Custodian and Leader Differentials

Head Custodian (High School)  
Head Custodian (Kennedy and Rodgers)  
Transportation Leader  
Cook-Leader  
Warehouseman

Classification A - Two (2) year's experience in an above classification plus the satisfactory completion of two courses prescribed by the immediate supervisor.

--Additional 15 cents per hour

Classification B - Two (2) year's experience in Classification A plus the satisfactory completion of three (3) additional courses prescribed by the immediate supervisor

--Additional 25 cents per hour

**NOTE:** After successful completion of courses in the above classifications and prior to a wage increase, the employee must show a proficiency in the trade and be able to perform such trade with minimal instructions.

**NOTE:** After successful completion of courses by employees in the above classifications the educational differential will be folded into the employee's base wage before any general wage increase is computed the following year.

APPENDIX A - WAGE RATES (7%)  
1992-93

<u>Classification</u>	<u>Beginning Rate Effective July 1, 1992</u>	<u>Maximum Rate Effective July 1, 1992</u>
Custodian	\$11.50	12.74
Custodian Assigned to Swimming Pool	11.50	13.16
Elementary Head Custodian (under 20 rooms)	12.27	13.41
Elementary Head Custodian (over 20 rooms)	12.36	13.62
Custodian Leader (2nd and 3rd shifts)	12.36	13.62
Head Custodian (Kennedy and Rodgers)	12.95	14.23
Head Custodian (High School)	13.57	14.68
Matron-Laundress	11.50	12.59
Warehouseman	13.51	14.57
Head Custodian Assigned to Administration Bldg. and Warehouse	13.40	13.70
Bus Driver	11.74	12.73
Bus Aide	9.02	9.31
Transportation Leader	12.69	14.18
Transportation Leader/Coordinator		15.60
Cook-Leader	12.08	12.27
Cooks	10.51	10.81
Kitchen Helper	8.81	9.16
Cook/Assistant Leader		11.37
Kitchen/Helper/Driver	8.98	9.62



APPENDIX A cont.

<u>Classification</u>	<u>Beginning Rate Effective July 1, 1992</u>	<u>Maximum Rate Effective July 1, 1992</u>
Assistant Cook/Baker	\$10.42	\$10.60
Maintenance Leader	14.69	15.25
Maintenance Leader/Coordinator		16.95
Assistant Maintenance Leader	13.73	14.57
Maintenance Man	13.09	13.94

\*(After successful completion of probationary period.)

Maintenance Man A - Two (2) year's experience as Maintenance Man plus the satisfactory completion of one course prescribed by the immediate supervisor or the demonstrated ability to perform certain skills which are utilized in his job as approved by the immediate supervisor. If the employee has asbestos certification, he can achieve this classification with only one (1) year of experience.

	--\$14.55 per hour effective July 1, 1992
Maintenance Man A Leader	--\$16.08 per hour effective July 1, 1992
Maintenance Man A Assistant Leader	--\$15.07 per hour effective July 1, 1992
Maintenance Man A Leader/Coordinator	--\$17.85 per hour effective July 1, 1992

Maintenance Man B - Two (2) year's experience as a Maintenance Man A plus the satisfactory completion of three (3) courses prescribed by the immediate supervisor and a low pressure boiler's license or a journeyman's card.

Maintenance Man B (Journeyman's Card)	--\$15.31 per hour effective July 1, 1992 --\$16.64 per hour effective July 1, 1992
Maintenance Man B Leader (Journeyman's Card)	--\$16.82 per hour effective July 1, 1992 --\$18.15 per hour effective July 1, 1992
Maintenance Man B Leader/Coor. (Journeyman's Card)	--\$19.91 per hour effective July 1, 1992
Maintenance Man B Assistant Leader (Journeyman's Card)	--\$15.87 per hour effective July 1, 1992 --\$17.19 per hour effective July 1, 1992

**NOTE:** After successful completion of courses in the above classifications, and prior to a wage increase, the employee must show a proficiency in the trade and be able to perform such trade with minimal instructions.

Head Custodian and Leader Differentials

Head Custodian (High School)  
Head Custodian (Kennedy and Rodgers)  
Transportation Leader  
Cook-Leader  
Warehouseman

Classification A - Two (2) year's experience in an above classification plus the satisfactory completion of two courses prescribed by the immediate supervisor.

--Additional 15 cents per hour

Classification B - Two (2) year's experience in Classification A plus the satisfactory completion of three (3) additional courses prescribed by the immediate supervisor

--Additional 25 cents per hour

**NOTE:** After successful completion of courses in the above classifications and prior to a wage increase, the employee must show a proficiency in the trade and be able to perform such trade with minimal instructions.

**NOTE:** After successful completion of courses by employees in the above classifications the educational differential will be folded into the employee's base wage before any general wage increase is computed the following year.

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING

An experimental program consisting of a 10-hour day, 4 days per week, will be implemented within the custodial and maintenance departments. It is fully understood that this experimental program hereinafter referred to as the four (4) day work week, can be terminated by either the UNION or the BOARD by giving a three (3) day notice to the other party. Prior to the three (3) day notice, the parties will meet to attempt to resolve any problems with the program. This four-day week will take place during the summers of this current collective bargaining agreement and will terminate prior to the beginning of school sometime in August. Specific starting dates and tentative ending dates will be established prior to the month of June for that summer. Due to variance in each individual building's activities, all buildings will not participate in the four-day work week. As many buildings as possible will participate in the new four-day work week.

It is further understood that at some buildings the work might consist of a Monday through Thursday four-day work week, while others may have a Tuesday through Friday four-day work week. It is also conceivable that within the same building certain employees might work Monday through Thursday while other employees might work Tuesday through Friday. Administration will decide which positions will be needed on Friday and Monday and employees will then select Monday or Friday off by seniority in each building. Other excluded buildings might be on a five-day, 40-hour week. It is also understood that there might be crews going to various buildings to help implement the program.

All vacation, sick and business days will be considered at 1.25 days when deducted for payroll purposes during the four (4) day work week.

## MEMORANDUM OF AGREEMENT

The Lake Shore Board of Education and A.F.C.M.E. Local #1217 hereby mutually agree to the following experimental project:

1. One custodial employee may be assigned to a Tuesday through Saturday work week at the North Shore School and another one may be so assigned at Lake Shore High School.
2. The hours of work shall consist of an afternoon shift on Tuesday through Friday and a day shift on Saturday, subject to the shift limits described in Article V, Section 1 of the current Bargaining Agreement.
3. Hours worked on Sunday and Monday for the individuals in the above positions, if any are required that are in excess of forty (40) hours in any one week, shall be regarded as overtime and subject to Article VII, Section 6.
4. These two positions, if initiated, shall be regarded as lateral transfers requiring no trial periods and processed as outlined under Article IV, Section 6.
5. These two positions shall each receive a \$.80/hour.
6. During those work weeks of the school year that are shortened by a holiday, these two employees shall work the same weekly schedule as all other custodial employees.
7. During the summer months when school is not in session these two employees may be reverted back to a regular Monday through Friday work week. Should that occur, the differential described in #5 above shall not be paid for those weeks so worked. If and when the Tuesday through Saturday work week resumes, the differential will again be paid.
8. This experimental project may continue for the duration of the 1990-93 Collective Bargaining Agreement.

**MEMORANDUM OF AGREEMENT**

**BUS DRIVER TESTING PROCEDURE**

Test results will be strictly confidential. The employee may be required to submit to a substance test under the influence of either drugs (illegal or alcohol).

Management shall have the right to utilize any testing facility it chooses in the initial test, but it is agreed that if that test shows a positive result it shall be re-done using a laboratory which meets the standard recommended by the National Institute on Drug Abuse (NIDA).

The requirements for chain of custody, storage of urine sample, quality assurance and control, will be the responsibility of the chosen laboratory. The back up test(s) will be Mass spectrometry/chromatography.

Those persons submitting to a drug detection test will be allowed to list all prescription and non-prescription drugs, or any other substance which might cause a positive urinalysis for the presence of drugs. This list is to be reviewed only by the laboratory's certifying scientists for the purpose of verifying test results.

MEMORANDUM OF AGREEMENT

DEFINITION OF "FIRST CONSIDERATION"

First consideration is defined as:

The Board will first give thoughtful, careful, and sympathetic regard to an individual from another occupational group.

When filling a new or vacant position, the Board will first give thoughtful, careful, and sympathetic regard to an individual from another occupational group who trained or worked during the entire summer and was physically able to perform the work (job) before a substitute of that occupational group or laid-off members of the other occupational groups and then before the employment of new personnel.

The Board retains the right to select the person who, in its considered opinion, best meets the qualifications as established by the Board.

