

MASTER AGREEMENT

BETWEEN

THE VAN DYKE PUBLIC SCHOOLS

AND

THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

(LOCAL 989)

2011 - 2013

TABLE OF CONTENTS

	<u>PAGE</u>
Absence Without Notification (Article 24, paragraph B)	36
Agreement	03
Cafeteria Employees	14
Classifications/Pay Rates [2011-2012]	32-34
Commercial Driver's License (Article 24, paragraph C)	36
Discharge /Suspension	08
Funeral Leave	23
Garnishments/	41
General Provisions	36-38
Grievances/Arbitration Procedures	09-10
Holiday Pay	17
Insurance & Short Term Disability	20-21
Jury Duty (Article 17, paragraph C)	25
Layoff/Recall	42-43
Leaves of Absence	25-26
Longevity Plan	35
Management Rights	06
Membership Fees	07
Military Service (Article 17, paragraph D)	26
New Jobs (Article 24, paragraph H)	36
Overtime Rules and Procedures (Article 10, paragraph D)	16
Pay Periods (10/12 month) (Article 24, paragraph E)	36
Personal Business Leave	24
Probationary Period	27
Purpose and Intent of Agreement	04
Recognition (bargaining unit)	05
Resignations	30
Seniority, Postings and Promotions	29-30
Sick Leave	22
Signature Page	44
Special Conferences	11
Strikes and Lockouts	12
Substitute Employees	28
Summer Work	31
Termination of Agreement	44
Uniforms (Article 24, paragraphs M & N)	37
Union Activities on Employer's Time (Union Rights)	40
Union Bulletin Boards (Union Rights)	40
Union Business (leaves)	26
Union Security	07
Vacations	18-19
Vacation Pay (prorated)	46
Visits by Union Representatives (Union Rights)	40
Work Assignment Changes (Article 24, paragraphs I & J)	36
Work Loads (Article 24, paragraph S)	38
Work Rules (Article 24, paragraph R)	37
Workers' Compensation (Article 24, paragraph K)	36
Working Hours	13-14

ARTICLE 1

AGREEMENT

This Agreement entered into between the Van Dyke Public Schools of Warren, Michigan (hereinafter referred to as the "EMPLOYER") and Local Union No. 989, affiliated with Council No. 25, and chartered by the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

ARTICLE 2

PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, all the employees of local 989, and the Union.
- B. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's and employees' success in establishing a proper service to the community.
- C. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.
- D. Employees of Local 989 have the responsibility of maintaining good cleaning practices, reporting in writing suspected hazards to their supervisor (who shall be responsible for further investigation), to share with management the responsibility for overall neatness and cleanliness of the district's physical surroundings.

ARTICLE 3

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent, as defined in Section II, Article 336, Public Acts, 1947, as amended, for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its non-certified employees in the Van Dyke School District, excluding noon-aides, secretarial and supervisory employees.

ARTICLE 4

MANAGEMENT RIGHTS

- A. The Board, on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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:
- (1) To the executive management and administrative control of the school system, its properties, facilities, and employees during working hours.
 - (2) To hire all employees and subject to the provisions of law, to determine their qualifications.
 - (3) To decide upon the means and methods of maintenance, the selection of materials, equipment, supplies, and the use thereof.
- B. 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 primarily by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 5

UNION SECURITY

- A. Within thirty (30) calendar days following the completion of the probationary period, bargaining unit employees shall pay either membership dues or a representation service fee in an amount established by the Union. The deduction of dues and representation service fees shall be considered as required under the terms and conditions of this agreement. The Employer shall accordingly deduct dues and representation service fees pursuant to the authority set forth in M.C.L.A. 408.477.
- B. The amounts to be deducted shall be certified to the employer by the treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the treasurer by the 10th of the (current/succeeding) month, after such deductions are made.
- C. The Employer will provide notice to the Union Financial Secretary of any changes in pay rates. In September each year, the Employer will provide a list of names and work times of employees working twenty (20) hours or less per week. Notice will be provided at other times when the hours of such employees change.
- D. Two (2) weeks notice shall be given to the payroll department as to dues or service fee deductions. Deductions shall be made once each month.
- E. The Union agrees to reimburse the Employer for the amount of money deducted by the district and paid to the union, which deduction is determined to be illegal or is in excess of a proper deduction.
- F. The Union further agrees to hold harmless the district, employees, and members of the Van Dyke Board of Education from any and all liabilities, losses, claims, damages, or expenses arising out of the dues or service fee deduction by the Employer pursuant to this Article.

ARTICLE 6

DISCHARGE AND SUSPENSION

- A. The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels that there is just cause for discharge, the employee involved will be suspended up to a maximum of five(5) days without pay. The employer may, with mutual consent of the union, extend the non-paid days. The employee and his steward will be notified, in writing, that the employee has been suspended and is subject to discharge.
- B. The union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the union.
- C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. During period of suspension, as the result of disciplinary action, an employee shall not accumulate leave or vacation days, nor shall he receive pay for holidays which occur during this suspension unless reversal by the grievance procedure and/or special conference.
- D. Discharge shall be automatic for possession (defined as including a positive test result for those required to have a Commercial Drivers License), being under the influence, distribution or use of drugs/alcohol during employment hours. The discharge determination will be subject to review through the grievance procedure.
- E. The Union recognizes that the management duty of the Employer for the selection and direction of the work force includes the right to hire, suspend, or discharge for just cause.
- F. If the Employer or the union reasonably believes the action taken to be unwarranted, an appeal may be made through the grievance procedure.
- G. If an immediate supervisor believes that an employee should be given a warning that will lead to disciplinary action, he/she shall call a conference for that purpose. If the immediate supervisors are unavailable or out of the district, a central office administrator may act in his absence. The employee shall have the right to union representation at the conference. If any employee is warned or suspended, in writing, he/she shall acknowledge by signing the letter of reprimand-union official also signs. Signing of this letter does not acknowledge agreement with disciplinary action. The union president shall receive a copy of such written warning.
- H. It is understood that matters of discipline, discharge, and warning are rights of the Employer and shall be meted out in accordance with the seriousness of the alleged offense at the time. A time limitation of three (3) years shall be the maximum period for which past disciplinary action shall be used in later cases involving further discipline. However, any action taken by the Employer will be for just cause and such action shall be subject to the grievance procedure.
- I. Article 6 shall not apply to probationary employees.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURES

- A. Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this agreement shall be presented to the Employer within five (5) working days of the date of the grievance or the employee's or union's knowledge of its occurrence and shall be settled in the following manner.
- B. The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties, in writing. In the event that the union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event that the Employer shall fail to supply the union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically awarded to the employee.

All specified time limits herein shall consist only of workdays.

- C. (Step I)
An employee who feels he/she has a problem will discuss the problem with the person in charge where the problem originated. Upon the completion of the discussion, if the problem is not resolved to the satisfaction of the employee, the employee shall have the right to call his Steward if one is assigned to the building or otherwise, he will call the Chief Steward or Alternate Chief Steward. The two will be allowed to converse and if a grievance exists, the employee and steward or chief steward or alternate, will meet with the immediate supervisor (shift Supervisor of Buildings and Grounds, Director of Food Services, or designated representative) to try and reach a solution to the problem. The supervisor will make every attempt to settle the matter. The supervisor shall respond to the steward, in writing, if requested in writing within five (5) working days.

(Step II)
If the grievance still remains unadjusted, it will be presented by the union to the Assistant Superintendent of Business Affairs or a designated representative, in writing, within five (5) working days after receipt of the immediate supervisor's answer. The Assistant Superintendent of Business Affairs or a designated representative will meet with no more than two (2) Union Officials within five (5) working days. The Assistant Superintendent will submit a decision, in writing, to the union within five (5) working days.

(Step III)
In the event the grievance is not disposed of through Union's acceptance of the Assistant Superintendent's answer, the Union shall, within five (5) working days, appeal to the Superintendent of Schools or a designated representative. The Superintendent will meet with no more than three (3) Union Officials within five (5) working days. He shall reply, in writing, within five (5) working days his response to their appeal.

(Step IV)
In the event the grievance is not disposed of through Union acceptance of the Superintendent's answer, the Union shall, within five (5) working days have the right to appeal to the Board of Education through the Superintendent of Schools. A meeting on the grievance will then take place at the next regular meeting of the Board, or special meeting of the Board for which proper notification can be given. The Union will be given five (5) days notification before said meeting. The Board will render a written decision on the dispute to the Union within five (5) days after the occurrence of said meeting. This step may be skipped with mutual consent by both parties.

ARTICLE 7 (continued)

(Step V)

If the dispute still remains unresolved after completion of the foregoing procedure and on the basis of the Board's answer, the Union shall be permitted to submit the grievance, within thirty (30) days, to final and binding arbitration. The arbitrator shall be selected through the American Arbitration Association. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing they pay for the record and make copies available, without charge, to the arbitrator and to the other party. Failure by the grieving party to take any step under the grievance procedure, within the time prescribed, shall be deemed to constitute a withdrawal of the grievance. Final and binding arbitration applies only to grievances which are alleged to be violations of a specific article and section of this agreement. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.

- D. The Chief Steward, or Alternate, may investigate and process grievances during working hours without loss of pay. The chief steward, or alternate, or those involved in processing grievances shall notify their immediate supervisor (Principal, Supervisor of Plant Operations, or Food Service Director) when leaving their normal work station. At steps II, III, IV, and V, the Chief Steward, or Alternate, may call in union representatives as outlined in the grievance procedure. Union representatives and administrator will process grievance, if official works the day shift, between the hours of 7 a.m. to 3 p.m. and afternoon or midnight shift of union official during the hours of 7 a.m. to 5 p.m. A Council staff representative may be present at any step of the grievance procedure. If, in the judgment of management, time lost due to the processing of grievances is being abused; this matter will be subject to renegotiation.

ARTICLE 8

SPECIAL CONFERENCES

- A. The parties acknowledge that, for the life of this agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, unless by mutual consent.
- B. However, it is recognized that there may be times when it would prove to be helpful to both parties for them to meet to discuss contract interpretation, contract administration, etc.
- C. The request for such meetings shall be made at least seventy-two (72) hours prior to the date requested. The advance notice regarding the meeting requested shall be accompanied by an agenda.
- D. It is understood and agreed upon that if said meeting shall be requested by officers of Local 989, said meeting shall be held at such time that would not conflict with their normal work schedule. However, variation of the above can occur by mutual agreement of both parties. It is understood and agreed upon that if said meeting shall be called by the administration, it shall be called during the course of the normal work schedule of the administrator.
- E. It is agreed by both parties that the composition of the committees shall be comprised of not more than two (2) representatives of the employer and not more than two (2) representatives of the Union, unless additional representation is mutually agreed upon. Special meetings may be called by either party to discuss situations which might occur in the school district that would be beneficial for both parties to meet and discuss. If it is mutually agreed that contract negotiations are to be reopened during the life of this agreement, both the Union and the Employer shall be permitted their full negotiating committees.

ARTICLE 9

STRIKES AND LOCKOUTS

- A. No lockout of employees shall be instituted by the Employer during the term of this agreement.
- B. During the term of this agreement, the Union will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. At no time, however, shall employees be required to act as strike breakers.

ARTICLE 10

WORKING HOURS

- A. It is understood and agreed between the parties hereto that full-time employees shall work eight (8) hours per day, five (5) days per week for a total of forty (40) hours per week. Paid lunch period shall be included in the eight (8) hour day and considered as time worked. Time traveled to home or other location shall be included in the thirty (30) minute lunch period. Lunch may be interrupted for emergency purposes and shall be resumed after said emergency. However, employees are not to leave the building unattended during their lunch period while the building is being used. Employees who exceed the thirty (30) minute lunch period may be subject to progressive disciplinary action.
1. All work performed over eight (8) hours in one day shall be compensated at time and one-half of the regular hourly rate. Midnight shift for Friday shall be considered as the regular weekly work shift for overtime purposes.
 2. A weekly overtime premium of time and one-half will be paid for work on the sixth day (Saturday), regardless of hours worked during the week.
 3. A weekly overtime premium rate of double time will be paid for work on the seventh day (Sunday), regardless of hours worked during the week. Except, that Sunday building checks by custodians shall be at the rate of time and one-half.
 4. Double time will be paid for work on holidays in addition to the holiday pay.
 5. Employees' scheduled to work five (5) continuous hours or more per day shall be provided two (2) fifteen (15) minute coffee breaks during each shift. The period should be scheduled near the middle of the first half and second half of the shift whenever possible. Travel time shall be included in the fifteen (15) minute periods.

Three (3) and four (4) continuous hour employees shall be granted one (1) fifteen-minute rest period. Employees working less than three (3) continuous hours are not granted rest periods.
 6. One hour on Saturday and one hour on Sunday shall be allowed for building checks by head custodians when requested by the administration. Rate of pay shall be time and one-half.
 7. Afternoon shift employees shall inform the Supervisor of Plant Operations, or a designated representative, whenever absent at least ninety (90) minutes prior to his/her scheduled work time whenever possible. During the period when school is in session, building principals shall be informed when an employee leaves the building.
 8. Premium pay for afternoon and midnight work is to be paid as follows:
 - (a) Premium pay of 10 cents (15 cents effective July 1, 1992) per hour for all afternoon work (afternoon rates to all employees starting work at 11 a.m. or later).
 - (b) Premium pay of 15 cents (20 cents effective July 1, 1992) per hour for all midnight work (midnight rates to all employees starting work at 9 p.m.).
 - (c) During holiday vacation periods and summer months, when school is not in session and all employees work the day shift, the pay rate for these periods shall be at the day rate.

ARTICLE 10 (Continued)

- B. 1. It is mutually understood and agreed upon that when custodial services are required and a custodian is not regularly scheduled, and the building is in use, a custodian will be scheduled to cover the function, except that a custodian is not required for after-school or weekend athletic team practices or other teacher-student functions. During this period, the teacher or coach will be responsible for securing the area he has used.
2. It is also understood when teacher workshops/in-services are scheduled, an administrator/teacher/coach will open the building and a custodian will be scheduled for clean up and to secure the building.

C. Cafeteria Employees

1. Straight time will be paid for all hours worked up to eight (8) hours per day. All work performed over the eight (8) hours in one day shall be compensated at time and one half of the regular hourly rate except as described in Sec. A(1) through A(4) of this same Article.
2. It is further understood that by presenting prior notification of five (5) working days to the employee, the employee may be required to change starting time to meet the demands of the educational program.
3. Satellite cooks and helpers cannot be cut hours because of lunch count due to individual kitchen facility problems. Hours should stand as bid on, or preferable, the cook with most hours in the individual kitchens should be six (6) hour cooks. It is understood and agreed upon that cafeteria employees shall work their assigned hours (as determined on their job description) every school day on which lunch is served. Days on which no lunch is served will be workdays if circumstances demand, i.e., cleaning, stock rotation, and/or inventory. This will be determined by mutual agreement between those cafeteria employees affected and the Director of Food Service. A paid lunch period shall be included in the eight (8), seven (7), and six (6) hour day. This lunch period may be taken during the regular shift on the premises, or at the end of the shift on or off the premises.
4. Specific guidelines will be drawn up for satellite cooks working out of central kitchens as to what is expected of them. Example: What are her duties while working in central kitchen, what specific time should he/she leave to go to her school, does central kitchen have to be cleaned before leaving?
5. Rotation of extra hours: Extra hours are those hours needed over the assigned hours in a kitchen such as may be needed due to extra work caused by unusual circumstances (not replacement of absent employees). A rotating list shall be maintained in each kitchen by an employee who has been chosen by the cafeteria employees of said kitchen. The purpose of which shall be the assignment of extra hours for all employees.
6. In a central kitchen, replacement of absent employees will be by the employee who is in the same or next lower hourly classification until the absent employee returns to work. If there are two (2) or more employees in that classification seniority shall prevail.

In the event a satellite kitchen is not covered by the regular cooks, the cook's position with the most hours can be covered by a cook with the least hours from another satellite kitchen. Each central kitchen will assume the responsibility for their own satellite kitchen.

7. Any breakfast program shall be filled by union employees.
8. The kitchen will be covered by cafeteria employees under the same provisions listed in Section B, Paragraph 1 for custodians, except that cafeteria employees are not required if only coffee and/or desserts are prepared or major kitchen equipment is not used.

D. OVERTIME RULES AND PROCEDURES

1. An OT/ET board shall be posted in all buildings where there are two or more employees. No employee shall have his/her name on two (2) OT/ET boards. When an OT/ET board is completed, the board will be retained by the steward. All accumulated OT/ET hours will be reset to zero on July 1 of each year.
2. Newly hired employees, those in the same classification in another building, or those from another classification, will be placed on the OT/ET board with the same number of hours as the highest employee on the board.

The hours of an employee who transfers out of a building will be taken off the board in that building during the trial period. If the employee returns during the trial period, he/she will be reentered on the OT/ET board with his/her former hours in the building plus any additional hours accumulated in the building during his/her absence.

3. The OT/ET worked will only be entered on the OT/ET board by the building steward. In the absence of the building steward, the head custodian or senior employee will assume these duties.

When offering OT/ET, the individual responsible for the OT/ET board will make two (2) calls, fifteen (15) minutes apart.

4. When the Employer determines OT/ET is required, it is the duty of the employee in charge of the OT/ET board, to inform his/her supervisor who has accepted the OT/ET.

If the employees in the building decline the OT/ET, the steward will notify the supervisor and the supervisor will have the right to offer the OT/ET to any individual outside of the building.

5. It will be the duty of the employee working OT/ET, to report the amount of OT/ET worked to the individual responsible for the OT/ET board in their building, not later than twenty-four (24) hours from working the OT/ET.
6. Union stewards may compare payroll slips and the OT/ET board with his/her supervisor. The payroll OT/ET records must agree with the OT/ET board.
7. Overtime/Extra time will be distributed in a building and subject to the following:

- a. Employees with the least number of OT/ET hours in the building will be given the first opportunity to work and where more than one opportunity is available on the same day, the employee will be given a choice.
- b. When all OT/ET is handed out for a given day and additional OT/ET is made available said additional OT/ET shall be handed out to the next person in line.
- c. If the overtime is scheduled for a Saturday or Sunday, the employee must have worked his/her last regular shift to be eligible. The employee must work their scheduled shift to be eligible for overtime on that day, excluding any emergency that may arise requiring skilled trades services.

In the event that an employee is next in line on Friday and overtime is available on Friday, Saturday or Sunday, the employee will be given a choice of days on which he/she prefers to work.

- d. The Election Chairperson will be permitted to work overtime on Election Day or Saturday or Sunday, if available.

ARTICLE 10 (Continued)

8. At times it may be impossible for the steward or supervisor to call the employee who is next up for OT/ET. When this occurs or when an error is made by the steward, the employee who is not notified will work on a "catch-up" schedule.
9. The charging of hours will be subject to the following provisions:
 - a. Employees "accepting" OT/ET will be charged based upon the number of OT/ET hours worked on that day.
 - b. Employees who "refuse" OT/ET will be charged with the highest number of OT/ET hours worked on the OT/ET board on the day in question.
 - c. OT/ET refused "outside of the building" will not be charged.
 - d. When an employee is "absent" and it is his/her turn for OT/ET, he/she shall be charged with that OT/ET under section 1 except for absence resulting from paid vacation, bereavement leave, jury duty or elected union officers absent on union business.
 - e. When a Head Custodian checks his/her building, the building check time will not be entered on the board, however time worked beyond the building check will be entered. Other employees who assume building checks will be charged with all the hours on the OT/ET board.
 - f. Regular daily bus overtime bus runs will not be subject to the overtime rules. When a bus driver bids a bus route, any daily overtime pertaining to that route will be the responsibility of that driver. This overtime will however; be posted on the OT/ET board.
10. When an employee notified for OT/ET and it is not his/her turn, the employee must report this to the supervisor or steward.

Any employee found manipulating or falsifying the OT/ET board to his/her or any other employee's advantage, will have fifty (50) hours added to their accumulated OT/ET.

When overtime is required in the Skilled Trades classification, overtime will be worked by the Employee who is in the affected classification regardless of total hours on the overtime board. The Employee need not have worked a full week to be eligible for emergency or non-scheduled overtime. Any additional help needed in another classification will be offered according to hours on the overtime board.
11. Extra time for ten month employees will be defined as any time worked over their normal established daily hours up until eight hours in a day.

All ten month employees extra time and overtime will be recorded as a single total on their respective OT/ET boards.

ARTICLE 11

HOLIDAY PAY

A. Employees shall be compensated for the following holidays:

Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day
New Year's Day
Good Friday
Monday after Easter
Memorial Day
Summer Break Day (2nd week after school closes in the summer)
July 4th
Labor Day
Floating holiday (taken when teachers are not regularly scheduled)
* Mid-Winter break day

B. 1. If a holiday is observed during an employee's vacation period, the employee shall receive an additional day off, with pay, in lieu of the holiday pay.

If a 10-month employee's birthday falls during a vacation period, the employee shall receive an additional day off during the year with approval of the Supervisor.

2. Employees called in for Saturday work following holidays shall be compensated at the rate of time and one-half.

3. Off-duty employees called in for work or an emergency shall be guaranteed a minimum of two (2) hours pay at the prevailing rate of premium pay.

4. When a holiday falls on a Sunday, the following Monday shall be considered the holiday.

5. When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday.

6. In order to qualify for holiday pay, the employee must have worked the last scheduled day before the holiday and the first day succeeding the holiday. In the event that an employee's failure to work in the days necessary to qualify for holiday pay is due to personal illness of the affected employee, then the holiday pay will be granted notwithstanding said failure to work. However, if an employee is found guilty of falsifying this use of sick days, he shall be denied the holiday pay. Ten (10) month employees are eligible for holiday pay only when the holiday falls within their normal ten (10) month work schedule. However, all employees will be paid for the Summer Break Day.

*One mid-winter break day to coincide with teachers' mid-winter break will be provided. In the event there is no mid-winter break, the day will be taken during the Christmas Holiday season. The same day will be designated for each employee. The union will be notified no later than November 30, by the Personnel Office, as to which designated day will be provided.

ARTICLE 12

VACATIONS

- A.
1. An employee who has completed six (6) months, within a fiscal year, to one (1) year of service will be entitled to five (5) days vacation with pay.
 2. An employee who has completed one (1) year of service will be entitled to two (2) weeks vacation with pay.
 3. An employee who has completed five (5) years of service will be entitled to three (3) weeks vacation with pay. However, during the fifth (5th) year, such an employee will be entitled to the two (2) weeks vacation earned by virtue of service during a previous year, plus the prorated portion of the third (3rd) week.
 4. An employee who has completed fifteen (15) years of service will be entitled to four (4) weeks vacation with pay. However, during the fifteenth (15th) year, such an employee will be entitled to the three (3) weeks vacation earned by virtue of service during the previous year, plus the prorated portion of the fourth (4th) week.

B. Vacation Days During Fifth and Fifteenth Years

<u>Years & Months of Service as of June 30</u>	<u>Vacation Days</u>	<u>Years & Months of Serv. as of June 30</u>	<u>Vacation Days</u>
(5th Year):			
4 years, 0 months	10	4 years, 7 months	13
4 years, 1 month	10.5	4 years, 8 months	13
4 years, 2 months	11	4 years, 9 months	13.5
4 years, 3 months	11.5	4 years, 10 months	14
4 years, 4 months	11.5	4 years, 11 months	14.5
4 years, 5 months	12	4 years, 12 months	15
4 years, 6 months	12.5		
(15th Year):			
14 years, 0 months	15	14 years, 7 months	18
14 years, 1 month	15.5	14 years, 8 months	18
14 years, 2 months	16	14 years, 9 months	18.5
14 years, 3 months	16.5	14 years, 10 months	19
14 years, 4 months	16.5	14 years, 11 months	19.5
14 years, 5 months	17	14 years, 12 months	20
14 years, 6 months	17.5		

1. Employees hired between the first day of any month and the fifteenth (15th) day of any month will receive vacation credit for that month.
2. Employees hired between the sixteenth (16th) day of any month and the thirty-first (31st) day of any month will not receive vacation credit for that month.
3. Employees other than twelve (12) month employees shall participate on a prorated basis. The formula is based on the maximum working hours (1,464 hrs.) divided by the actual total number of hours worked. An example of the formula is shown in Exhibit A.
4. Cafeteria employees' vacations, longevity, and hospitalization will be computed on the average of the number of hours worked for the year.

ARTICLE 12 (continued)

5.
 - a. Normally, vacations will be taken during the summer months. If an employee desires a vacation other than during the summer months, and it does not interfere with the efficiency of the operation as determined by management, permission shall be granted. Vacations shall be granted in accordance with the request of the employees on a seniority basis within each building. Upon submitting a vacation request on or before May 15, changes shall be made by submitting a ten (10) day advanced written request. Emergency situations shall present exceptions.
 - b. Management shall circulate on or by April 15, a request form among employees regarding their choice of vacation dates which will be returned no later than May 15. Failure of any employee to respond may result in his/her being assigned vacation dates arbitrarily.
 - c. Changes in an employee's vacation schedule will not be permitted without the prior approval of the appropriate supervisor.
 - d. An extended vacation, without pay, shall be granted upon request and shall not exceed five(5) days. It is understood that an extended vacation request must not interfere with the orderly operation of the school district.
6. If an employee's regular payday falls during his/her vacation, the employee may receive that paycheck in advance before going on vacation, providing notice is given, in writing, to the Payroll Department at least three (3) weeks before leaving on vacation and does not conflict with two (2) school years.
7. If an employee becomes hospitalized or totally disabled, as determined by a physician, and under the care of a duly licensed physician during his/her vacation, that unused portion of vacation may be rescheduled at the option of the employee. In the event such disability continues through the year, he/she shall be awarded payment in lieu of vacation, provided the employee has not received his/her vacation pay to offset payment of days while he/she was ill.
8. Vacation days earned within a fiscal year must be taken within the following fiscal year. Vacation days from previous years may not accumulate. Should extended illness within the last quarter of the fiscal year preclude taking earned vacation days prior to the conclusion of the fiscal year, management may choose to pay off the vacation days or may choose to allow up to a period of one (1) week to be carried over.
9. Employees hired after June 30, 1992 who are scheduled to work less than a fifty-two (52) week work year shall not be eligible for vacation pay.

ARTICLE 13

INSURANCE

- A. All employees in the bargaining unit, working twenty (20) or more hours per week, will be covered by \$20,000 term life insurance and \$15,000 accidental death benefit, and all provisions as presently covered under the existing policy upon the effective date of this agreement. Employees working less than twenty (20) hours per week will be paid twenty dollars (\$20) per year in lieu of life insurance by June 30 of each year.

For employees retiring prior to July 1, 1978 the Board will further provide each employee with \$2,000 term life insurance upon retirement from the Van Dyke Public Schools, paid by the Board until death. The Board will provide employees retiring between July 1, 1978 and June 30, 2004 with \$5,000 term life insurance coverage. A policy will be issued to each employee.

Effective July 1, 2004 all Employees retiring under the provisions of the Michigan Public School Employees' Retirement System will have the option of purchasing from the District (within 30 days) a five thousand dollar (\$5,000) term life insurance policy at his/her own expense. Premium cost will be paid by the Employee to the District annually.

- B. All full time employees (working six (6) or more hours per day) and eligible dependents covered by this agreement shall be provided with surgical and hospital insurance benefits, including riders covering X rays, and PAP Test at no cost to the employee. The prescription drug carrier is CareMark. There is a DAW penalty, however, there will be no penalty provided the brand name drug is medically necessary, and it is properly documented by a physician that the employee cannot use the generic brand. Employees must use mandatory mail order for maintenance drugs or any drugs prescribed for 90 days or more. Beginning July 1, 2010 the following will apply: the prescription drug co-pay will be \$10/\$40/\$40; the annual health care deductible is \$1000/\$2000; the office visit co-pay is \$30; preventative care has an annual maximum of \$1000. The co-pay for Urgent Care is \$50.00 and \$100.00 for Emergency Room (waived if admitted). Employees with eligible dependent riders will pay \$50 per rider per month for health care coverage.

In addition, dental coverage (85/65 plan with a \$1,200 orthodontic maximum) and optical coverage comparable to the program of Co-Op Optical "Double A" Plan, in effect June 30, 1990, shall be provided by the employer. Reference to Co-Op Optical is for purposes of illustration only. Ten (10) month employees shall be covered on a pro rata basis for a twelve (12) month period according to the formula agreed upon. An employee working less than six (6) hours per day shall receive a pro rata portion of premium payments toward the purchase of health insurance.

All Local 989 members will pay 20% of the illustrative rate for Community Blue 12; payable through payroll deduction on a before tax basis, as allowed by law, over 24 periods. Local 989 member contributions to benefit coverage will commence with the first pay date following the start of their contract year.

- C. Employees on noncompensable leave or involuntary layoff shall be covered by Blue Cross/Blue Shield and life insurance for a period of thirty (30) days following the commencement of such leave. Employees may elect to pay the premiums and remain on the group plan after the thirty (30) days described above consistent with the applicable provisions of law. The part of this provision referring to the Blue Cross/Blue Shield shall not apply to ten (10) month employees during the summer recess.
- D. It is understood that Blue Cross coverage for retirees under the Michigan Public School Employees' Retirement Fund must be carried by the Retirement Board. Coverage will be consistent with the coverage available from the retirement board group plan.

An employee at age 62, retiring under the provisions of the Michigan Public School Employees' Retirement System, will be provided with single subscriber coverage, Blue Cross/Blue Shield, until age 65. This benefit applies only to employees retiring after July 1, 1971 through June 30, 2004. Effective July 1, 1972 through June 30, 2004 the spouse of the employees retiring under the provisions listed above shall be covered from age 62 to age 65.

Beginning July 1, 2004 all Employees retiring under the Michigan Public School Employees' Retirement System will be paid a three thousand dollar (\$3,000) stipend in lieu of supplemental health insurance.

ARTICLE 13 (continued)

- E. The parties to this contract agree that the school district may elect alternate methods to traditional premium payments which are in the best interest of the district and do not diminish any benefits agreed to in this contract. Said alternate method of payment shall be to Blue Cross/Blue Shield.
- F. The employer shall provide, at no cost to the employee, a short term disability insurance plan for each employee eligible for coverage and meeting all requirements for at work employment.
1. Benefits will be paid at the weekly rate of 70% of the wage of the employee at the point of disability.
 2. Benefits begin on the 30th calendar day of injury or 30th calendar day of sickness except as provided in sections 6 and 7 below.
 3. Benefit period for up to nine (9) weeks (45 work days).
 4. Employee may use sick leave or vacation days during the 30 day elimination (waiting) period.
 5. Employee may elect, during the benefit period, to supplement the weekly benefit with sick leave days which they may have earned or accumulated at the rate of two (2) hours for each eight (8) hours of scheduled work.
 6. Employees who receive benefits, return to work prior to receiving the full nine (9) weeks of benefits and have a reoccurrence of the illness or injury within fourteen (14) days will immediately be eligible for continued benefits until the nine (9) weeks are exhausted.
 7. Subsequent illnesses or injuries in a fiscal year will have an elimination (waiting) period of sixty (60) days. Employee may elect to use sick leave days during this period.
 8. Employee, while on short term disability or paid elimination periods, will continue to receive all insurance benefits.

ARTICLE 14

SICK LEAVE

- A. All employees in the bargaining unit shall be credited with one (1) day sick leave for each month of service, not to exceed twelve (12) days in any one year. Unused sick leave days shall be made a part of the employee's sick leave bank.
- B. Maximum accumulation shall be one hundred and sixty (160) days. Any sick days accumulated over one hundred and sixty (160) days shall be paid to the employee at the end of the fiscal school year at the rate of \$30 day per day of such excess accumulation.
- C. Employees shall receive \$30 per accumulated sick days paid in cash, at the time of retirement under the provisions of the Michigan Public School Employees' Retirement Fund and/or Social Security. Beneficiaries shall receive all of the employee's sick days at time of death. Upon retirement of a Local 989 member 55 years or older, all severance money must be placed in a 401A plan.
- D. Employees other than on a twelve (12) month basis shall be covered on a pro rata basis.
- E. Every effort will be made to give an account of accumulated sick days within four (4) weeks after school begins or no later than the fourth week of October each year.
- F. Sick leave days must be validated with a physician's statement if requested prior to or immediately following a vacation or holiday period or when an employee is off on paid or unpaid sick leave for four(4) consecutive workdays. Employees absent due to extended illness for a period of three (3) months or at the expiration of the employee's accumulated sick days, whichever is greater, shall be entitled to a prorated portion of vacation and longevity pay (according to the formula).
- G. The District may require that all employees take and report the results of a physical or mental examination by an appropriate specialist selected by the District, at the District's expense. The employee shall have the right to appeal the findings of such examination and go to a physician of his/her choice at his/her expense. If there is a dispute between the findings of the two physicians, the employee shall have the right to request an examination at Henry Ford Hospital or the University of Michigan Hospital. The results of this examination shall be final and binding on the employee, Local 989, and the Board of Education. The cost of the third opinion will be paid by the Board of Education.

ARTICLE 15

FUNERAL LEAVE

- A. In the event of death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period, not to exceed five (5) consecutive working days, for each death. All days must coincide with funeral arrangements.
- B. The immediate family of an employee is defined as follows: parent, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or grandchildren.
- C. In the event of death of grandparents, brother-in-law and sister-in-law, bereavement leave not to exceed two (2) days, shall be granted.
- D. Upon return to work, the employee shall submit evidence of the deceased relative's death.

ARTICLE 16

PERSONAL BUSINESS LEAVE

- A. Three (3) personal business days shall be granted each employee per year. The unused portion of these personal business days shall be credited to the sick leave bank of the employee. Personal business days which enable employees to lengthen their vacation or holiday periods shall not be allowed unless for obvious emergencies. Personal business days may not be used to work at another form of employment in the Van Dyke Schools where another wage is earned. Personal business days before or after vacation or holiday periods must be approved by the Superintendent or designated representative.
- B. A business day shall be defined as a regular workday during which time, due to the nature of the business to be conducted, business can be conducted only during said workday.
- C. All 10-month bus drivers will not be able to use personal business leave after their shift begins unless otherwise approved by their supervisor.

ARTICLE 17

LEAVES OF ABSENCE

- A.
1. All employees are eligible providing they have passed the ninety (90) day probationary period.
 2. Any request for a leave of absence shall be submitted, in writing, by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Leaves of absence for extended illness must be requested after the expiration of the employee's personal accumulated sick days and their exhaustion of the system wide sick bank benefit. Leaves of absence for extended illness will be granted for a period not to exceed twelve (12) months and extended for twelve (12) months upon request. Leaves of absence to obtain other employment, with the exception of official union business, shall not be granted.
 3. Final authorization and approval is made by the Board of Education. Recommendation that leaves be granted may influence the decision of the Board. Such recommendation or endorsement shall be given by the Assistant Superintendent of Business Affairs and/or the Superintendent of Schools, or their respective designee, within five (5) working days from the time the request is received.
 4. Emergency leaves, such as death in family, sickness in the family, or business crisis are automatic, but should be verified by the employee upon his/her return. In the event of illness, it is the responsibility of the employee to notify his/her immediate supervisor. In the event the supervisor is not notified, the employee will be docked for that day.
 5. All requests shall receive prompt replies, but can be granted only by the Board of Education.
- B.
- While on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave was requested without accrued seniority. Arrangements may be made for a temporary replacement during the leave of absence, and it is agreed that the employee shall return from leave of absence to his/her former position. However, if the employee is returning from an education leave, during which the employee has acquired the qualifications of a higher rated position, the employee shall be returned to the higher rated position, under the following conditions:
1. The position became or remained open during the employee's leave, and it is still open at the time he/she returns from leave; and
 2. The employee requests assignment to the higher rated position within ten (10) working days after returning from an educational leave; and
 3. The employee has greater seniority than other qualified employees requesting assignment to the position.
- C.
- Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty. If jury duty is less than five (5) hours per day, full-time employees will be expected to report to work for the remainder of the day.

ARTICLE 17 (continued)

D. Military Service

1. Reinstatement and reemployment rights of veteran employees shall be governed by applicable Federal and State laws.
2. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, shall be granted leaves of absence without compensation, but with continuance of seniority for a period not to exceed their seniority, at commencement of leave in order to attend school full time under applicable Federal laws then in effect.
3. Employees who are in some branch of the Armed Forces reserve or National Guard shall be paid the difference between their Reserve pay and their regular pay with the District when they are on full-time, active duty in the Reserves or National Guard (provided proof of service and pay is submitted) for a maximum of two (2) weeks per year, except in the case of an emergency approved by the employer who may extend the time.
4. Any employee who is a member of a reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity.
5. Any employee who enters into active service in the armed forces of the United States, while in the service of the employer, shall be granted a leave of absence for their period of military service.

E. Non-Compensable Leaves

1. Reasonable Purpose: Leaves of absence for a limited period, not to exceed twelve (12) months, may be granted for any reasonable purpose. Reasonable purpose, in each case, shall be agreed upon by the Union and the Employer.
2. Union Business: Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer may, at the written request of the individual and the Union, be granted a leave of absence. The leave shall not exceed one (1) year, but it may be renewed and extended for a similar period, at any time, upon request of the union. Members of the Union, selected by the Union to participate in any union activity, may be granted a leave of absence at the request of the individual or the Union. A leave of absence for such union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period, at any time, upon the request of the Union.
3. Child Care Leave: Child care leaves, not to exceed six (6) months, shall be granted at the request of an employee. Child care leaves may, upon the request of the employee, be extended or renewed for a period not to exceed twelve (12) months.
4. Education Leave: An employee, upon request, may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee.

- F. Employees will not accrue seniority during a dock day (excluding extended vacation as outline in Article 12, Section B, Paragraph 5 Sub-section d).

ARTICLE 18

PROBATIONARY PERIOD

- A.
 - 1. All employees, not hired as substitutes, shall, upon entry into the school system, be on probationary employment for a period not to exceed ninety (90) calendar days. Summer months, when school is not in session, will not be counted in the probationary period for ten (10) month employees.
 - 2. Probationary employees shall not be eligible for fringe benefits until they have completed their probationary period with the exception of holidays and Blue Cross/Blue Shield granted. However, Blue Cross/Blue Shield will not become effective for thirty (30) days. Upon completion of their probationary period, all fringe benefits (excluding insurance benefits) will be computed from the employee's date of hire.
 - 3. The discipline and/or discharge of probationary employees is not subject to the grievance procedure in Article 7 of this agreement.
 - 4. The administration shall notify the Chief Steward and Treasurer of Local 989 upon the completion of an employee's probationary period.

ARTICLE 19

SUBSTITUTE EMPLOYEES

- A. Substitute employees are not subject to the terms and conditions of the master contract. Substitute employees may only be utilized to replace regular employees subject to the restrictions detailed below.
- B.
1. Food service and bus driver substitutes may only be utilized to replace regular bus driver and food service employees during those periods in which a regular employee is scheduled to work but is absent (e.g., illness; personal business; funerals; paid and unpaid vacations, etc.).
 2. Food service substitutes will only be assigned following the reassignment of regular food service employees within the building.
 3. The relief driver and relief custodian will be utilized within their classification to fill a vacancy before calling in substitute employees.
- C. Up to five (5) custodial substitutes may be utilized. to replace up to five (5) regular custodial employees (e.g., absence due to illness, personal business, funerals, paid and unpaid vacations, birthday, jury duty and vacancy due to job postings or transfers) during any twenty-four (24) hour period. The twenty-four (24) hour period will commence at 6 a.m. on any given regular workday (Monday thru Friday).
- D. The use of a substitute will be confined to an absent employee shift and regular assignment.
- E. Bargaining unit members will not be responsible for training or calling substitutes. The Employer will notify the local president of the names of substitutes being utilized.
- F. Substitute employees will not be utilized in the following classifications:

Master Mechanic (plumber)	Head Custodian (secondary)
Master Mechanic Helper (plumber)	Head Custodian (elementary)
Carpenter	Groundskeeper
Carpenter Helper	Master Motor Vehicle Mechanic
Electrician Helper	Bus Mechanic Helper
Painter	Custodian I (swimming pool)
Painter Helper	Head Cook
	Motor Vehicle Mechanic

ARTICLE 20

SENIORITY, POSTINGS AND PROMOTIONS

- A. All new jobs and vacancies shall be posted for three (3) working days and filled within four (4) working days thereafter. However, when management and the union agree that an extended time is beneficial to all parties, an extension will be agreed upon. Seniority shall prevail when the employee has the ability and the qualifications necessary to perform the job.
- B. Seniority shall be applied within each occupational group. The occupational groups shall be:
1. Custodial/Maintenance; Bus Drivers
 2. Cafeteria
 3. Bus Drivers (10 month)
(Although parking lot attendants are not members of the bargaining unit, ten-month bus drivers will be given the opportunity to apply for any parking lot attendant vacancies, at substitute wages, prior to hiring outside applicants. The ten-month bus driver may revert back upon a three-day notice.)

When an employee moves from one occupational group to another occupational group, the employee's seniority for transfers and promotions shall begin with the first day worked in the new occupational group. The employee's seniority in the former occupational group shall be frozen. If an employee moves back to his/her original occupational group, he/she shall assume the seniority he/she had before moving to the new occupational group. For computation of all fringe benefits, the employee's seniority shall be from the last date of hire with the District regardless of the occupational group the employee is in.

- C. All employees will be eligible to bid on all new jobs and vacancies at any time as long as the position is in a higher paying classification. An employee will be eligible to bid on new jobs and vacancies in the same classification or lower paying classification every six (6) months. Should an employee withdraw his/her bid at the time the bids are open, or thereafter, the employee will be prohibited from bidding on new jobs or vacancies for a period of six (6) months. If there are no successful bidders from another occupational group, nor any successful bidders from another occupational group that have frozen seniority as described above, the vacancy may be awarded to an interested employee that is currently prohibited from bidding. The interested employee shall submit a request in writing which shall be due before the posted bidding deadline. An employee hired prior to March 1, 1996, will have the opportunity to fill a vacancy before resorting to new hires.

Laid-off employees shall be eligible to bid on vacancies utilizing the seniority they accrued prior to their official lay-off date. For the purpose of bidding, a laid-off employee shall be considered a member of the occupational group they belonged to prior to their lay-off.

Vacancies will first be filled by bidders within the occupational group in which the vacancy exists.

If the vacancy cannot be filled within the occupational group, employees from other occupational groups with frozen seniority in the group in which the vacancy exists shall have the opportunity to fill the vacancy.

If it cannot be filled within the occupational group, or from an employee with frozen seniority as described above, employees from other occupational groups who were hired prior to March 1, 1996, will have the opportunity to fill the vacancy before resorting to new hires, provided both the internal and the external applicants have no successful job-related experience. An external applicant will not be hired over an otherwise qualified internal applicant hired prior to March 1, 1996, from another occupational group who has the ability to do the work unless:

1. The external applicant has more than twenty-four (24) months of successful job related experience; and
2. The internal applicant has not accumulated at least ninety (90) work days of experience within the position being sought as a substitute under Article 14, section F within the preceding three (3) years.

The opportunity to fill vacancies in another occupational group described above, will not apply to employees hired on or after March 1 1996. The selection of candidates **ARTICLE**

(whether internal or external to the bargaining unit) rests with the district.

- D. The employee who will fill the new job or vacancy shall be notified, in writing, of his/her transfer or promotion. The union president will be sent a copy.
- E. During the 45 working day trial period, if the employee's performance is deemed unsatisfactory by management, the employee shall have the right to return to his/her former position and location. The employee may choose to revert himself/herself within a ten (10) working day trial period and return to his/her former position and location. When school is not in session during the summer, working days will not count toward management or employee reversion time. If management reverts the employee, he/she shall have the right to implement the grievance procedure. The senior employee in the vacated building shall assume the higher position, if he/she so desires, until the position is filled.
- F. When a vacancy exists, employees bidding on the first three postings, resulting from the vacancy shall have the right to revert to their former positions as described in paragraph "E" above. Employees bidding on a vacancy after the third posting shall not have the right to revert to their former positions. All bids on jobs shall be in writing. Any employee withdrawing a bid shall do so in writing. Management agrees to provide a written notice of the next vacancy. The union shall assume the responsibility of notifying its members of all other vacancies. Employees desiring a transfer after three (3) posting must request such transfer, in writing, within two (2) working days after the notice is posted.
- G. Employees directed by the Supervisor of Plant Operations to work out of their normal classification in a higher classification, shall receive the higher pay for that period (if no helper rate is listed, the employee shall receive the skilled rate). It is agreed that this provision applies only to the work normally performed by the employees in the higher classification and does not include minor carpentry, painting, electrical, and grounds work that is normally performed by building custodians or bus driver/maintenance personnel. It is further agreed that the higher rate of pay will only apply when the employee is performing a function that involves a specific skill required in the higher classification. The higher rate of pay for ground's work shall apply only when the employee operates mechanical ground's equipment, excluding hand operated power lawnmowers. If an employee is assigned on a temporary day-to-day basis in a lower classification, he/she shall receive his/her normal rate of pay. This provision does not apply to a reduction in the work force.
- H. Seniority shall revert back to the first day of hiring after completion of the probationary period. When more than one (1) employee is hired on the same date, seniority shall be determined by the date and time of application.
- I. A seniority list for custodial-maintenance personnel, cafeteria personnel, and bus drivers (10 month) shall be made available to the employees by October 1 of each year. The union shall be notified of new hires and/or terminations during the year.
- J. Employees shall lose their seniority in the following instances:
 - 1. Voluntarily resigning - The employer shall be notified two (2) weeks in advance by any employee voluntarily terminating his/her employment.
 - 2. Overstaying a leave of absence, sick leave, or layoff without justifiable cause.

ARTICLE 21

SUMMER WORK

- A. Consistent with the requirements of Public Act 112 of 1994, the parties are deleting this provision from the contract.
- B. Ten (10) month employees with prior custodial experience shall be utilized before resorting to substitutes whenever school is not in session (during the summer months) or extra work is required. This shall be given out on a seniority basis. All hours worked during this time will not count as job related experience in bidding for jobs outside of their classification. In the event that the employees mentioned above do not desire the additional work, management may hire high school or college students to augment the work force. Employees whose work assignment is less than twelve (12) months shall receive the same rate of pay as their ten (10) month job, but will not be eligible for benefits not otherwise authorized.

ARTICLE 22
JOB CLASSIFICATION AND PAY RATES
2011/2012
(hired before 8-17-2010)

A. JOB CLASSIFICATION AND PAY RATES

Job Title	Starting	90 Days	1 Year	2 Years	3 Years	4 Years
Master Maintenance (Plumber)	17.33	19.29	19.67	19.99	21.17	21.91
Carpenter/Skilled Trades Maintenance	16.83	18.78	19.18	20.29	20.67	21.40
Electrician/Skilled Trades	16.83	18.78	19.18	20.29	20.67	21.40
Master Mechanic's Helper (Plumber)	15.62	17.57	17.94	18.33	19.43	20.42
Carpenter's Helper/Skilled Trades Maintenance	16.32	18.27	18.54	18.94	20.11	20.83
Electrician's Helper/Skilled Trades Maintenance	16.32	18.27	18.54	18.94	20.11	20.83
Painter	15.73	17.69	18.05	18.45	19.57	20.28
Groundskeeper/Skilled Trades Maintenance	15.16	17.11	17.46	17.86	19.00	19.71
Motor Vehicle Mechanic/Skilled Trades Maintenance**	15.09	17.04	17.41	17.99	18.83	20.25
Head Custodian (secondary)	14.44	16.39	16.72	17.12	18.31	19.21
Head Custodian (elementary)	14.21	16.16	16.53	16.93	18.05	19.05
Custodian (full-time) ^^	13.60	15.55	15.93	16.26	17.44	18.16
Bus Driver/Maintenance *	13.60	15.55	15.93	16.26	17.44	18.16
Bus Driver/Shipping/Receiving/Mail *	13.98	15.93	16.26	16.68	17.82	18.50
Head Cook (central kitchen)	11.28	13.23	13.46	13.79	15.08	15.57
Head Cook (single unit)	11.00	12.95	13.11	13.39	13.89	15.08
Cook	10.03	11.98	12.15	12.28	12.86	13.40
Server (Senior Driver)	8.21	10.16	10.33	10.45	11.04	11.57
Bus Driver/Maintenance Helper (10-month)*	12.59	14.54	14.93	15.25	16.43	17.15
Bus Driver (10-month)	12.12	14.07	14.18	14.39	14.94	15.52

1. An employee moving into a vacancy pursuant to the provisions of Article 20 in another occupational group as set forth above will be placed at the higher of the starting rate of pay or the rate on the new schedule which is closest to but exceeds his/her former rate of pay.
2. Prior experience as a regular employee within the bargaining unit in an occupational group above will be credited for the purposes of salary schedule placement during periods of layoff, recall and transfer within the occupational group.
3. Occupational group shall be defined as set forth in Article 20 B 1, 2, 3.

- B. 1. Employees who terminate in good standing with the School District (not discharged) and who serve two (2) weeks written advance notice of intention to resign and who work through the period of such notice, shall be paid the unused portion of their vacation and longevity.
2. Final paycheck will not be issued until all building keys are returned to Van Dyke Public Schools.

**After acquiring two (2) or more State of Michigan Mechanic Certifications (Engine repair, gas and diesel; Engine tune-up; Electrical systems; Brakes; Suspension), \$0.35 per hour will be added to these rates.

^^ Includes Custodian I (swimming pool)

The following clarification of existing management rights will be instituted in the bargaining unit effective July 1, 1999:

1. Paid pre-trip inspection time will be 18 minutes.
2. Timesheet hours will be paid on six (6) minute increments
3. With the implementation of the new transportation software program, many existing bus runs could be affected. Beginning with the 1999/2000 school year, any or all bus runs may be bid on a seniority basis. All 12-month drivers will bid on 12-month runs on a seniority basis and all 10-month drivers will bid on 10-month runs

Server Position – Set up and serve food that is received "ready to serve" from central kitchen, an outside vendor or is packaged or canned.

1. Rate of pay will be \$2.00 per hour less than cook wage.
2. Thompson will be posted as 2 hour server.
3. Only Kennedy (4 hour position includes breakfast and lunch) and Thompson (2 hour – lunch only) will have a server position.
 - a. Kennedy will be posted as a server position when it is vacated by the current cook.
4. Server position will not be used to erode the bargaining unit.

All Local 989 members will have a 2.5% reduction in salary for 2011-2012 and a pay freeze for 2012-2013. Both parties agree to meet prior to the expiration of the contract to discuss the district's finances.

No step increases for any Local 989 member for 2011-2012 and 2012-2013. Steps will resume one (1) step higher in 2013-2014 and at the same time both parties agree to meet prior to the expiration of the contract to discuss the district's finances to determine the feasibility of a second step.

JOB CLASSIFICATION AND PAY RATES

2011/2012

(hired after 8-17-2010)

A. JOB CLASSIFICATION AND PAY RATES

Job Title	Starting	90 Days	1 Year	2 Years	3 Years	4 Years
Master Maintenance (Plumber)	12.93	14.39	14.67	14.91	15.15	15.39
Carpenter/Skilled Trades Maintenance	12.56	14.01	14.31	14.55	14.78	15.02
Electrician/Skilled Trades	12.56	14.01	14.31	14.55	14.78	15.02
Master Mechanic's Helper (Plumber)	11.65	13.10	13.39	13.65	13.91	14.18
Carpenter's Helper/Skilled Trades Maintenance	12.18	13.63	13.84	14.08	14.32	14.56
Electrician's Helper/Skilled Trades Maintenance	12.18	13.63	13.84	14.08	14.32	14.56
Painter	11.73	13.19	13.46	13.70	13.94	14.18
Groundskeeper/Skilled Trades Maintenance	11.31	12.76	13.03	13.27	13.51	13.75
Motor Vehicle Mechanic/Skilled Trades Maintenance**	11.26	12.71	12.99	13.29	13.59	13.89
Head Custodian (secondary)	10.77	12.23	12.47	12.73	13.01	13.27
Head Custodian (elementary)	10.60	12.05	12.33	12.60	12.87	13.13
Custodian (full-time) ^^	10.15	11.60	11.89	12.13	12.36	12.60
Bus Driver/Maintenance *	13.60	15.55	15.93	16.25	16.58	16.89
Bus Driver/Shipping/Receiving/Mail *	13.98	15.93	16.26	16.58	16.90	17.22
Head Cook (central kitchen)	8.41	9.87	10.04	10.27	10.49	10.72
Head Cook (single unit)	8.20	9.65	9.79	9.99	10.21	10.41
Cook	7.48	8.94	9.07	9.19	9.33	9.47
Server	7.40	7.58	7.70	7.84	7.98	8.10
Driver/Maintenance (10-month)	12.59	14.54	14.93	15.24	15.56	15.87
Bus Driver (10-month)	12.12	14.07	14.18	14.37	14.56	14.75

Job Title	5 Year	6 Years	7 Years	8 Years
Master Maintenance (Plumber)	15.63	15.86	16.11	16.34
Carpenter/Skilled Trades Maintenance	15.26	15.49	15.73	15.97
Electrician/Skilled Trades	15.26	15.49	15.73	15.97
Master Mechanic's Helper (Plumber)	14.44	14.70	14.97	15.23
Carpenter's Helper/Skilled Trades Maintenance	14.80	15.04	15.29	15.53
Electrician's Helper/Skilled Trades Maintenance	14.80	15.04	15.29	15.53
Painter	14.42	14.65	14.90	15.13
Groundskeeper/Skilled Trades Maintenance	13.99	14.23	14.47	14.71
Motor Vehicle Mechanic/Skilled Trades Maintenance**	14.20	14.50	14.80	15.10
Head Custodian (secondary)	13.53	13.80	14.06	14.33
Head Custodian (elementary)	13.41	13.68	13.94	14.22
Custodian (full-time) ^^	12.83	13.07	13.31	13.54
Bus Driver/Maintenance *	17.21	17.52	17.84	18.16
Bus Driver/Shipping/Receiving/Mail *	17.54	17.86	18.17	18.50
Head Cook (central kitchen)	10.94	11.16	11.39	11.61
Head Cook (single unit)	10.63	10.83	11.05	11.25
Cook	9.59	9.73	9.87	9.99
Server	8.24	8.38	8.50	8.64
Driver/Maintenance (10-month)	16.19	16.52	16.83	17.15
Bus Driver (10-month)	14.95	15.14	15.34	15.52

All Local 989 members will have a 2.5% reduction in salary for 2011-2012 and a pay freeze for 2012-2013. Both parties agree to meet prior to the expiration of the contract to discuss the district's finances.

No step increases for any Local 989 member for 2011-2012 and 2012-2013. Steps will resume one (1) step higher in 2013-2014 and at the same time both parties agree to meet prior to the expiration of the contract to discuss the district's finances to determine the feasibility of a second step.

ARTICLE 23

LONGEVITY PLAN

Members shall receive \$60.00 (effective July 1, 1993) for each year of service within the district beginning after five (5) full years of service by the end of the fiscal year. Cafeteria employees shall receive \$50.00 longevity for each year of service within the district beginning after five (5) full years of service by the end of the fiscal year. For purposes of computing years of service, a fiscal year begins July 1 and ends June 30.

ARTICLE 24

GENERAL PROVISIONS

- A. If the employee does not have a negative tuberculin test or chest X-ray on file within fourteen (14) days after the opening of school, the employee may be suspended until the report is on file with the personnel office.

The employer shall assume responsibility for the cost of any test that is required. The employer shall determine all tests and the location of their administration in accordance with State Health Codes.

- B. It is the responsibility of the employee to notify his/her immediate supervisor of an absence the day of the absence. Failure to report an absence may result in disciplinary action.
- C. The District shall pay for a commercial driver's license when required as a condition of employment. Reimbursement shall be made within one (1) month following receipt of regular license and the submission of reimbursement request.
- D. Yearly salary for twelve (12) month employees is to be divided into twenty-six (26) equal pay periods, payable each second Thursday for afternoon and midnight workers and each second Friday for day workers. Checks shall be in sealed envelopes.
- E. Ten (10) month employees shall have, for the ten (10) month period, the same pay periods as the twelve (12) month employees.
- F. If the pay period falls on a holiday, the employee shall be paid on the last working day before the holiday whenever possible.
- G. When employees experience shortages in their paychecks, in the amount of one (1) day or more, upon verification of said shortage, the amount in question shall be paid by separate check within two (2) work days.
- H. New jobs in the bargaining unit may be created by the school administration. The Union will be notified upon creation of a new job, and the parties shall meet at a mutually agreed upon time to negotiate the wage rate for the particular job and to establish appropriate placement in the wage structure. In the event an agreement is not forthcoming, it shall become a proper matter for the grievance procedure.
- I. If custodial and general maintenance employees are removed from their respective buildings to drive additional bus runs during their regular scheduled custodial hours, they will not be responsible for the completion of their regular assigned workload unless additional time is provided.
- J. The custodial employees will work in their respective buildings during the summer cleaning period. However, if any are removed, it is agreed that their building is completely cleaned before the commencement of school and the Employer approves the building.
- K. An employee who suffers injuries compensable under the Michigan Workers' Compensation Act shall be compensated as described:

First seven (7) days Deduct sick days.

Thereafter Deduct sick days or prorate sick days to exhaustion of employee's accumulated days.

This provision applies only to on-the-job injuries incurred after July 1, 1969. All work-incurred injuries should be reported immediately to the Supervisor of Plant Operations, Director of Food Services or his/her designated representative. Under the Workers' Compensation law, failure to report injuries promptly may result in forfeiture of claims. Employees who exhaust all sick days, including sick bank, will be granted an additional two (2) months coverage of Blue Cross/Blue Shield, dental, optical and life insurance benefits.

ARTICLE 24 (continued)

- L. When their cafeteria is open and operating, all head cooks will work eight (8) hours per day. The hours shall be from no later than 7 a.m. to 3 p.m.
- M. Cafeteria employees who work five (5) or more hours shall be reimbursed not more than \$65.00 for the purchase of uniforms or shoes. Those working less than five (5) hours shall be reimbursed not more than \$50.00. They shall purchase plain pastel color or white uniform tops; black, navy blue or white uniform pants; white walk or uniform shoes from a supplier of their choice by October 15th of each year. An itemized receipt, showing only uniforms, aprons and/or shoes, must be presented to the Director of Food Service for approval. A reimbursement check will be prepared and may be obtained by the employee within a two (2) week period at the Accounts Payable Office. Reimbursement will be given only if all the above directives are properly followed. All cafeteria employees shall be responsible for the laundering and upkeep of uniforms, and shall maintain a neat appearance. An "effective hair restraint" must be used so as to meet requirements of the Macomb County Health Department.
- N. Custodians, maintenance employees, and bus drivers shall be provided a clothing/shoe allowance, beginning July 1, 2010 of fifty dollars (\$50.00) which must be spent with approved management vendor. All employees shall be responsible for the laundering and upkeep of uniforms and shall maintain a neat appearance. All employees shall be required to wear uniforms at all times while on duty. Newly hired employees shall be provided with a prorated portion of the clothing allowance providing such employee completes his/her probationary period by January 1.
- O. The senior custodian on the second and third shift in the high school and junior high school shall be designated as night custodial leader and shall receive an additional ten cents (\$.10) per hour.
- P. 1. When scheduled days of student instruction are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions, as defined by city, county or state authorities the following procedures will be adhered to:
- ♦ Employees who are scheduled to work on a non-makeup snow day but did not report to work will be paid for the day.
 - ♦ Employees who are NOT scheduled to work on the non-makeup snow day will NOT be paid for the day.
 - ♦ Employees who were scheduled to work, report to work and stay for the entire day shall be awarded a "snow day" as compensation. This "snow day" is to be taken when school is not in session and with the approval of the employee's supervisor or director (Plant Operations, Transportation or Food Service). This "snow day" is non-compensable and this provision is subject to change with advanced notice.
1. Make up days will be rescheduled at the end of the school year, and ten (10) month employees will have their workyear extended by the same number of days that were canceled. Ten (10) month employees will be paid for the actual number of days worked. Twelve (12) month employees, who do not report for work for any of the aforementioned reasons, can use in absence a sick day, personal business day or vacation day; and if employee exhausts all days, he/she can make up day or days within a reasonable time. In the event the State changes the requirement for make-up days, the aforementioned provision shall be subject to renegotiations.
- Q. The Employer will no longer pay traffic tickets received by those unit employees driving school district vehicles except for a ticket issued for defective equipment which is not known to the employee.
- R. WORK RULES
1. Employees shall comply with all existing rules that are not in conflict with the terms of this agreement, provided the rules are uniformly applied and uniformly enforced.
 2. Any unresolved complaint as to any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE 24 (continued)

- S. Prior to implementing future adjustments in custodial work loads (including new positions), the Employer agrees to meet with the Union to receive suggestions relative to the adjustments.

The Employer shall furnish the Union and affected employees with written confirmation regarding the adjustments within thirty (30) calendar days of implementation.

This section will be subject to the grievance procedure as all other articles.

- T. The Food Service Director shall clarify, in writing, the job expectation for each satellite cook.

- U. The employer will be responsible for reimbursing any employee expenses for licensing, certifications, or training as mandated by the employer or by law. The employer will also pay any wages at their regular hourly rate of pay (no shift premium or overtime), as defined in Article 10, during day mandated training or testing times. The employee will be reimbursed within a reasonable timeframe upon submitting all documentation and receipts.

- V. The district will pay the one-time cost of fingerprinting existing Local 989 members.

ARTICLE 25

PLEDGE AGAINST DISCRIMINATION AND COERCION

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- B. The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any employer representative against any employee because of any employee's activity in an official capacity on behalf of the Union or for any other cases.
- C. The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 26

UNION RIGHTS

- A. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the union. The Union shall limit its postings of notices and bulletins to such bulletin boards.
- B. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, union representatives (Steward, Chief Steward, or Alternate, or Vice-President in the absence of the Chief Steward or President), shall, after notification of the supervisor, or making every effort to do so, such as contacting switchboard operator, be allowed to:
1. Consult with employees concerning work standards and disputes and union policy.
 2. Post Union notices.
 3. Distribute union literature.
 4. Solicit Union membership during other employee's non-work time.
 5. Attend negotiating meetings (limited to bargaining committee) at times mutually agreeable to both parties.
 6. Transmit communications, authorized by the local union or its officers, to the employer or his representative.
 7. Consult with the Employer, his representative, local Union officers, or other union representatives concerning the enforcement of any provisions of this agreement.
 8. The Employer, upon proof of registration at the International or Council 25 convention, shall release two (2) delegates from Local 989 without loss of pay for a total allowance of five (5) days per year for each delegate.
- C. The Employer agrees that accredited representatives of the district council shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business. Council representatives shall make every effort to contact the Superintendent or his designated representative prior to such visitations.

ARTICLE 27

GARNISHMENTS

- A. When the Employer receives a garnishment notice, the Assistant Superintendent of Business Affairs will contact the employee informing that he/she has a responsibility to resolve this obligation.
- B. If the employee does not notify the Payroll Department that this matter is resolved prior to payroll processing, he/she may not receive a paycheck because of garnishment proceedings.

ARTICLE 28

LAYOFF - RECALL

- A. Reduction in the work force shall be affected through the following procedure:
1. The necessary number of temporary employees and the probationary employees in the affected classification shall be first laid off.
 2. The necessary number of least senior employees shall be removed from the affected classifications.
 3. The group classifications shall be as follows:
 - a. Skilled
 - (1) Master Maintenance (Plumber)
 - (2) Carpenter/Skilled Trades Maintenance
 - (3) Motor vehicle mechanic/Skilled Trades Maintenance
 - (4) Groundskeeper/Skilled Trades Maintenance
 - b. Semi-Skilled (A)
 - (1) Head custodian (secondary)
 - (2) Head custodian (elementary)
 - (3) Driver/Shipping/Receiving/Mail
 - (4) Driver/Maintenance
 - c. Semi-Skilled (B)
 - (1) Custodian: Custodian III
 4. Ten-month bus drivers will be laid off according to seniority. Ten month bus drivers with the least seniority shall be first laid off.
 5. Employees laid off may exercise the seniority they had frozen in another group to bump an employee with less seniority in that group.
- B. Employees to be laid off for an indefinite period of time will have at least thirty (30) calendar days' notice of layoff, except in an emergency. The local Union President or his/her designated representative shall be sent a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- Employees on layoff will remain eligible for recall for a period of three (3) years from the effective date of layoff.
- C. In the event a building is closed or a position eliminated, the displaced employee (excluding food service) has the right to exercise his seniority to bump any employee with less seniority in the same or lower group classification. The employee shall not bump to a higher group classification, nor may they bump to a number higher than their number within their group classification. The employee exercising his bumping right shall have three (3) days to notify the Employer of his selection. However, in reference to the skilled trades, the Employer shall determine the qualifications required for the skilled trades; and the bumping employee shall meet the requirements prior to exercising the bumping right.

ARTICLE 28 (Continued)

- D. In the event a building is closed or layoff or reduction of cafeteria employees or cafeteria hours, such reduction shall be as follows:
1. The necessary number of temporary employees and the probationary employees in the affected classification shall be first laid off.
 2. The necessary number of least senior employees shall be removed from the affected classifications.
 3. Any least senior employee so removed shall be able to bump as follows:
 - a. An employee in the cafeteria group, classified as a Head Cook, may exercise his/her seniority to bump district-wide, within the occupational group, a lower seniority cook.
 - b. An employee in the cafeteria group, classified as a seven (7) hour cook, may exercise his/her seniority to bump district-wide, within the occupational group, a lower seniority cook.
 - c. Numbers 1 and 2 above shall be followed throughout the following classifications:

head cook	four-hour cook
seven-hour cook	three-hour cook
six-hour cook	two-hour cook
five-hour cook	
 4. A cafeteria employee who has bumping rights as set forth in section C above shall have the right to either exercise the bump or accept the layoff until recalled. The employee exercising his/her bumping right shall have three (3) days to notify the Employer of his/her selection.
- E. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff, except in an emergency. The local union president or his designated representative shall be sent a list from the employer of the employees being laid off on the same date the notices are issued to the employees.
- Employees on layoff will remain eligible for recall for a period of three (3) years from the effective date of layoff.
- F. RECALL
1. When the work force is increased after a layoff, the reverse order of the layoff procedure shall be followed. Those who bumped down will return to their classification; those laid off shall be recalled.
 2. Notice of recall shall be sent to the union and the employee, at his/her last known address, by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of receiving the notice of recall, the Board may consider the employee as having terminated employment.
- G. PREFERENTIAL SENIORITY
1. Preferential seniority against layoffs only shall be granted to the President, Vice President, Chief Steward and Alternate Steward if the Chief Steward is absent on unpaid leave of absence provided that any employee so retained is qualified to perform the work of the job which is available.
 2. The Union agrees to hold harmless the district, employees, and members of the Van Dyke Board of Education from any and all liabilities, losses, claims, damages or expenses arising out of the Preferential Seniority provision.

ARTICLE 29

TERMINATION

- A. This agreement shall be effective upon ratification by Local Union and the Board and shall remain in full force and effect until the 30th day of June, 2011. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.
- C. In the event that any provisions of this Agreement shall, at any time, be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative and shall be renegotiated, however, all other provisions of this Agreement shall continue.

In witness whereof, the parties have set their hands this

_____ day of _____, 2011.

THE BOARD OF EDUCATION
(VAN DYKE PUBLIC SCHOOLS, WARREN, MICHIGAN)

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

SUPERINTENDENT OF SCHOOLS:

By: _____

LOCAL 989 (THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES)

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

EXHIBIT A

PRORATED VACATION PAY

Example: If an employee is eligible for ten (10) vacation days per year (10/12 months = 8.33 days) and worked two (2) hours per day for 183 days, the following is the computation for prorated vacation pay:

Days worked: 183 x 2 hours per day = 366 hours worked per year divided by the maximum hours a cafeteria employee could work.

$$\frac{366 \text{ hours worked}}{1,464 \text{ maximum hours}} = 25\%$$

$$8.333 \times 25\% = 2.083 \text{ days earned}$$

$$\begin{array}{l} \text{days earned (2.083)} \times 8 \text{ hours} \\ \text{x hourly rate of pay} = \$ \end{array} \underline{\hspace{2cm}}$$

PUBLIC HEALTH CODE WITH REGARD TO FOOD HANDLERS
Section C - Personnel

1. HEALTH AND DISEASE CONTROLS: No person while affected with any disease in a communicable form, or while a carrier of such disease, or while afflicted with boils, infected wounds, sores or an acute respiratory infection shall work in any area of a food service establishment in any capacity in which there is a likelihood of such person contaminating food or food-contact surfaces with pathogenic organisms, or transmitting disease to other individuals; and no person known or suspected of being affected with any such disease or condition shall be employed in such an area or capacity. If the manager or person in charge of the establishment has reason to suspect that any employee has contracted any disease in a communicable form or has become a carrier of such disease, he/she shall notify the health authority immediately.

REASON: Disease transmitted through food frequently originates from an infected food handler. A wide range of communicable diseases and infections may be transmitted by food handlers to other employees and customers through contaminated food and careless food handling practices. Boils and sore throats are sources of organisms which cause staphylococcal food intoxications, the most frequently reported type of food borne disease in the United States. It is the responsibility of both management and employees to see that no person who is affected with any disease in a communicable form works in any area of food service establishment where there is a likelihood of disease transmission.

COMPLIANCE: This subsection shall be deemed to have been satisfied when the following requirements are met:

a. Disease Control

- (1) No person while affected with a disease in a communicable form, or while a carrier of such disease, or while afflicted with boils, infected wounds or an acute respiratory infection shall work in a food service establishment in an area and capacity in which there is a likelihood of transmission of disease to patrons or to fellow employees, either through direct contact or through the contamination of food or food-contact surfaces with pathogenic organisms. No such person shall be employed in such an area and capacity in a food service establishment.

b. Reporting

- (1) The manager or person in charge of the establishment shall notify the health authority when any employee of a food service establishment is known or suspected of having a disease in a communicable form.

2. CLEANLINESS: All employees shall wear clean outer garments, maintain a high degree of personal cleanliness, and conform to hygienic practices while on duty. They shall wash their hands thoroughly in an approved hand-washing facility before starting work, and as often as may be necessary to remove soil and contamination. No employee shall resume work after visiting the toilet room without first washing his/her hands.

REASON: Clean personnel with clean habits are essential to sanitary food preparation and service. Clean hands, clean clothing and hygienic practices reduce the likelihood of contaminating food, drink and food-contact surfaces of equipment, utensils or single-service articles.

Exhibit B (continued)

Hand washing is necessary not only before starting work and after visiting the toilet, but also at any other times when the hands have become soiled or contaminated. It must be recognized that hands often become soiled in the performance of routine duties in and about the establishment. The use of tobacco while preparing or serving food may contaminate the fingers and hands with saliva, and may promote spitting, thereby permitting transmission of disease organisms present in the saliva to food or food-contact surfaces.

Unsanitary and unsightly personal practices such as scratching the head, placing the fingers in or about the mouth or nose or indiscriminate and uncovered sneezing or coughing may not only result in contamination of the food, but may adversely affect consumer confidence in the establishment.

Careless handling and unnecessary contact with soiled surfaces or dishes, glasses, cups, tableware or napkins may expose employees to needless health hazards and should be avoided.

COMPLIANCE: This subsection shall be deemed to have been satisfied when the following requirements are met:

a. Hand Washing

- (1) All employees shall thoroughly wash their hands and arms with soap and warm water before starting work, and shall wash hands during work hours as often as may be required to remove soil and contamination, as well as after visiting the toilet room.
- (2) The hands of all employees shall be kept clean while engaged in handling food and food-contact surfaces.
- (3) Employees shall keep their fingernails clean and neatly trimmed.

b. Clothing

- (1) The outer garments of all persons, including dishwashers, engaged in handling food or food-contact surfaces shall be reasonably clean.
- (2) Hair restraints shall be used by employees engaged in the preparation and service of food to keep their hair from food and food-contact surfaces.

c. Tobacco

- (1) Employees shall not use tobacco in any form while engaged in food preparation or service, or while in equipment and utensil washing or food preparation areas. Provided, that designated locations in such areas may be approved by the health authority for smoking where no contamination hazards will result.

d. Other Practices

- (1) Employees shall maintain a high degree of personal cleanliness and shall conform to good hygienic practices during all working periods.

Law Relative to Food Service Establishments and Vending Machines Dispensing Perishable Foods and Beverages, State of Michigan, Act 269, P.A. 1968, United States Public Health Service, Food Service Sanitation Ordinance and Code, United States Public Health Service, Vending Ordinance and Code.

[NOT IN LOCAL 989 MASTER AGREEMENT]:

LETTER OF UNDERSTANDING (reprint of original dated July 1, 1970)

The following formulas will be used when computing fringe benefits for ten (10) month employees.

BLUE CROSS

Six (6) hours per day - Full premium paid for ten (10) months.

Average of five (5) working hours per day - 62.5% of premium
paid per month

Average of four (4) working hours per day - 50.0% of premium
paid per month

Average of three (3) working hours per day - 37.5% of premium
paid per month

Average of two (2) working hours per day - 25.0% of premium
paid per month

Average of one (1) working hour per day - 12.5% of premium

.....

All ten (10) month employees pay entire premium during July and August.

LONGEVITY

Prorate into 5/6 of a year x average working hours per day.

Example (1969-70 salary schedule):

7 years experience x \$20 per year = \$140 x 5/6 = \$116.67
x 5 working hours or 62.5% of \$116.67 = \$72.92.

VACATION

Prorate into 5/6 of a year x average working hours per year.

Example (employee eligible for 15 days):

15 days x 5/6 of a year = 12-1/2 days x average of 5 working
hours per day = 62-1/2 hours x hourly rate of pay.

Above agreement signed July 1, 1970 by Charles L. Johnson,
Superintendent of Schools and Jack Wade, President-Local 989.

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING (reprint of original dated October 24, 1973)

The following formulas will be used when computing fringe benefits for ten (10) month employees.

BLUE CROSS

Six (6) hours per day - Full premium paid

Average of five (5) working hours per day - 62.5% of premium paid per month

Average of four (4) working hours per day - 50% of premium paid per month

Average of three (3) working hours per day - 37.5% of premium paid per month

Average of two (2) working hours per day - 25% of premium paid per month

Average of one (1) working hour per day - 12.5% of premium paid per month

LONGEVITY

Prorate into 5/6 of a year x average working hours per day.

Example (1969-70 salary schedule):

7 years experience x \$20 per year = \$140 x 5/6 = \$116.67
x 5 working hours or 62.5% of \$116.67 = \$72.92

VACATION

Prorate into 5/6 of a year x average working hours per year.

Example (Employee eligible for 15 days):

15 days x 5/6 of a year = 12 1/2 days x average of
5 working hours per day = 62 1/2 hours x hourly rate of pay

In witness whereof, the parties have set their hands this

_____ day of _____, 2011.

THE BOARD OF EDUCATION
(VAN DYKE PUBLIC SCHOOLS, WARREN, MICHIGAN)

By: Harold E. Carls

By: Jim Bunney

By: Richard Carlson

By: Steve D. Niles

By: Kelly Kolassa

By: Carol J. Kelsey

By: Leanne H. Bates

SUPERINTENDENT OF SCHOOLS:

By: Joseph G. Pina

LOCAL 989 (THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES)

By: Jeffrey W. VanConant

By: Elaine VanConant

By: James Wellwood

By: _____

By: Roy M. Field

By: Sharon Bishop

By: Ken Winters

By: Perrie Campbell