



Master Agreement
between the
Center Line Board of Education
and the
American Federation of State, County, and
Municipal Employees (AFSCME Local 2722)
of Michigan Council No. 25

2018-2020

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**Agreement
between the Board of Education of Center Line Public Schools
and the
American Federation of State, County and Municipal Employees
AFL-CIO, Local 2722 of Michigan Council No. 25**

PREAMBLE

This Agreement is between the Board of Education of Center Line Public Schools, County of Macomb, State of Michigan (referred to as the "Board") and Local 2722, affiliated with Michigan Council No. 25, chartered by the American Federation of State, County and Municipal Employees, AFL-CIO (referred to as the "Union").

PURPOSE

The purpose of this contract is to assure adequate and dependable custodial, maintenance, bus driving, and cafeteria service to Center Line Public Schools, to provide working conditions as good as may be reasonably provided; to protect the interests of the public, the employees, and the Board, and to determine working hours and wage rates.

THE BOARD OF EDUCATION

The Board of Education of Center Line Public Schools, Macomb County, Michigan, under Michigan law has final responsibility for the directions and control of all aspects of the affairs of the school district. The Board cannot lawfully avoid, delegate, or surrender any portion of this responsibility.

THE SUPERINTENDENT OF SCHOOLS

The Superintendent of Schools is the executive officer employed by the Board. Michigan law has charged the Superintendent with the responsibility of supervision and direction of the work of the staff and assisting the Board in all matters pertaining to the welfare of the school. The Superintendent is the channel through which negotiations are conducted and acts as liaison between the Board and the employees or employee organizations.

Whenever the term "Superintendent" is used in this contract, it will mean the person holding that title or any person to whom the Superintendent may delegate the responsibility referred to in the contract.

WITNESSETH

The Board and the Union mutually recognize and acknowledge that the best interests of the student body and of the community are protected and served by an agreement between the parties which promotes and insures peaceful workplace and economic relations between the parties during the term of this Agreement. It is mutually agreed as follows:

Article I. - Recognition

A. Employees Covered

1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for custodial maintenance, bus drivers, and food service employees except for supervisors and those employees who are excluded under law (Supervisor for Maintenance and Transportation, Assistant Supervisor for Maintenance and Custodial Services, Assistant Supervisor for Transportation, and Director of Food Services).
2. All part-time temporary and seasonal employees holding positions in classifications are included in the bargaining unit covered by this Agreement provided they have been continuously employed for a period of ninety (90) days from the date of last appointment during the term of this Agreement. A layoff not to exceed ten (10) consecutive workdays during the ninety (90) day period will not be considered a break in continuous service as defined in this section.

Article II. - Effect of Agreement

- A. The parties mutually agree that the terms and conditions in this Agreement represent the full and complete understanding and commitment between the parties which can not be altered, changed, added to, deleted from, or modified except through the voluntary, mutual consent of the parties in an amendment. All amendments must be ratified by both the Board and the Local membership before being put into effect.

Article III. - Guarantee of Rights

- A. The parties agree that there must be no discrimination against any employee due to race, color, religion, national origin, ancestry, gender, age, disability, height, weight, marital status or membership in the Union.
- B. The Board agrees that its enforcement of discipline will be fair and for just cause.

Article IV. - Representation

- A. The names of all Union committee members will be submitted in writing to the Board by the Union upon election or appointment to a recognized committee.
- B. The Board agrees to recognize the Bargaining Committee selected by the Union.
- C. The Superintendent is responsible for carrying out the policy and provisions of this contract. The Superintendent will be available for conferences with the President of the bargaining unit and one other designated member of the Bargaining Committee to discuss matters of interpretation of this contract and application of specific provisions. A Union Council Representative or International Representative may also be present.
- D. The Board agrees to recognize a grievance committee, which will be composed of the Local President of the bargaining unit and appropriate stewards. The stewards are as follows:
 - 1. The custodial group is represented by one steward on days and one steward to cover the remaining shifts.
 - 2. The bus drivers are represented by one steward.
 - 3. The food service employees are represented by one steward.
 - 4. The maintenance employees are represented by one steward.

Article V. - Grievance Procedure

- A. Any grievance or dispute that may arise between the parties to this Agreement will be settled in the following manner:

Step 1 - The employee will discuss the grievance informally with the employee's immediate supervisor within five (5) working days of violation. The steward representing the employee on that shift will be present and, upon the request of the employee, represent that employee.

Step 2 - If the grievance is not resolved in step 1, it will be put in writing within three (3) working days and given to the person whom the employee informally discussed the matter in Step 1. The immediate supervisor will have five (5) working days upon receipt of the written grievance to respond in writing.

Step 3 - If the grievance is not resolved in step 2 the employee or the Union may process the grievance within ten (10) working days to the appropriate central office administrator. The administrator will establish a meeting with the grievance committee within five (5) working days to discuss the grievance. Either party at this step may include additional research people to assist in the resolution of the grievance. The Administration must provide the Union a written answer within five (5) working days following this meeting

Step 4 – If the grievance is not resolved in step 3 the grievant shall have three (3) working days after receipt of the written response to forward the grievance to the Superintendent. Within five (5) working days, the Superintendent shall meet with the Union and review the grievance. Within five (5) working days of this meeting the Superintendent will render a decision in writing to the Union. This meeting may be attended by the grievant, the appropriate steward, Local President, and, at the Union's option, a Council or International Representative.

Step 5 – If the grievance is not resolved in step 4, within ten (10) days, the grievance may be submitted to arbitration. It must be submitted within thirty (30) calendar days after the decision in step 4. The grievance shall be considered submitted to arbitration when written notice is submitted to the District by the Union informing the Board of Education of the Union's intent to arbitrate the grievance.

If the parties are unable to agree on an arbitrator, the case will be filed with the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association.

- a. The arbitrator will have no power or authority to add to, detract from, alter, or modify the terms of this Agreement; however, the parties agree that the arbitrator has a right to grant a monetary award.
- b. Each party will bear the full costs for its side of the arbitration and will pay one-half (1/2) of the cost for the arbitrator.
- c. No judgment will be awarded prior to one pay period preceding the date of the grievance.

B. Miscellaneous

1. The employee may be accompanied or represented by the Union in all steps.
2. Time for discussion of grievances shall be allowed the appropriate stewards and/or the President of Local 2722 so that there is a minimum of time lost from regular duties and grievances resolved with reasonable dispatch. Notification and sanction of the principal or supervisor shall be obtained when leaving the job for this purpose. Such time shall not be unreasonably withheld.
3. Written grievances shall be specific as to the nature of the grievance and/or the part of the contract referred to.
4. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. Days shall mean working days.
5. If the grievant does not process the grievance to Step 2, or Step 3, or Step 4, or Step 5, or Step 6 within the prescribed time period, the grievance shall be considered settled on the basis of the answer at the last previous step, as the case may be. Any answer not received within time limits by the Board shall be automatically moved to the next step by the Union.
6. Four (4) hours of released time will be allotted per month for the Union President for investigating grievances and handling other Union matters. An additional four (4) hours of released time may be granted upon request. These hours must be approved by the immediate supervisor.

Article VI. - Discharge or Suspension

A. Grievances involving suspension or discharge will begin at step three (3) in the grievance procedure located in Article V.

Article VII. - Disciplinary Procedure

- A. 1. When employee disciplinary action is necessary, the procedure listed below will be followed.
2. Procedural Steps

- a. Oral Reprimand
 - b. Written Reprimand
 - c. Disciplinary Suspension Without Pay One (1) to Three (3) Days
 - d. Disciplinary Suspension Without Pay Five (5) to Ten (10) Days
 - e. Discharge
- B. 1. Nothing in this section prevents the employer from taking immediate and appropriate disciplinary action if it is required by the circumstances...
3. Should it be necessary to reprimand an employee, the reprimand will be given so as not to cause embarrassment to the employee in front of other employees or the public.
2. The Board agrees that upon imposing any form of discipline, the designated area steward or union representative will be promptly notified in writing of the action taken. Employees will be given copies of all disciplinary actions and a copy will be placed in the employee's personnel file. A notation of oral reprimand, by date and subject only, must be placed in the employee's personnel file.
3. The employee will have the right to be represented by the area steward or Union representative at the time disciplinary action is imposed. All disciplinary actions are subject to the grievance procedure, or the employee may seek such other legal remedy as may be available upon the employee's election.
4. Upon request, an employee's personnel record may be reviewed once every six (6) months. After twenty-four (24) months of satisfactory service, the employee can request all discipline be destroyed. Prior disciplinary action more than twenty-four (24) months old cannot be used in any subsequent disciplinary action.

Article VIII. - Seniority

- A. 1. Definitions
- a. Occupational Group Classifications will be as follows:
 - (1) Custodial-Maintenance
 - (2) Cafeteria
 - (3) Transportation
 - b. Each occupational group classification will be divided into the following subgroup classifications:
 - (1) Custodial-Maintenance subgroup classifications are:
 - (a) Maintenance Leader – AM
 - (b) Maintenance Leader - PM
 - (c) HVAC Technician
 - (d) Maintenance Electrician
 - (e) Maintenance Plumber
 - (f) Maintenance Carpenter
 - (g) Maintenance Painter
 - (h) Maintenance Grounds
 - (i) Maintenance Utility Person
 - (j) Building Engineer - Secondary
 - (k) Building Engineer - Elementary
 - (l) Head Custodian - Secondary
 - (m) Head Custodian – Elementary

(n) Custodian I

(2) Cafeteria subgroup classifications are:

(a) Head Cook - Secondary

(b) Cook - Elementary

(c) Cafeteria Helper

(3) Transportation subgroup classification is:

(a) Bus Driver

c. Part-time employees are those employees working less than six (6) hours per day. Full-Time Employees are those employees working 6 hours or more per day.

B. Date of Seniority - Seniority Lists

1. The seniority of all employees on the list will commence with the date of permanent hire by the Center Line Public Schools. The Union will be furnished with a list setting forth all employees' names in the order of their seniority, seniority number, effective hiring date, and classification. When more than one employee is hired on the same date, seniority will be determined by date and time of application. Such list will be revised every six (6) months, with copies given to the Union. A seniority list by group classifications will similarly be provided. The Union will be notified of all new hires and terminations as they occur.
2. Part-time employees will accrue seniority on a pro-rated basis according to the number of regular hours worked. Part-time employees will be able to exercise their seniority rights only among other part-time employees while in part-time positions. When a part-time employee transfers to a full-time position, the employee will receive credit for service and seniority as provided and may exercise those rights as any other full-time employee.
3. All employees under this Agreement will be placed on district-wide seniority within their group classification.
4. When an employee moves from one occupational group classification to another occupational group classification, the new occupational group classification will commence with the first day worked in the new occupational group classification.
5. The date of permanent hire for all wages fringe benefits, and seniority is the date established by official Board of Education action, only after the successful completion of the probationary period.

C. Probationary Period

New employees will have a ninety (90) working day probationary period. After successful completion of the probationary period, employee names will be entered on the seniority list with their seniority dating from the date of permanent hire.

New employees in their probationary period, may be terminated and the Board does not have to show cause. During the probationary period, employees shall be represented by the Union for all purposes under this Agreement. No grievances may be entered against termination during the probationary period.

D. Loss of Seniority

Seniority is broken and the employee is removed from the seniority list only for the following reasons:

1. The employee quits.

2. The employee is discharged and the discharge is not reversed through the grievance procedure in this Agreement.
3. The employee is absent for five (5) consecutive working days without notifying the employer and does not give explanation for the absence and lack of notice which is satisfactory to the Administration.
4. The employee fails to return to work when recalled from layoff as set forth in the recall procedures in this Agreement.
5. The employee overstays a leave granted for any reason.
6. The employee is on layoff for a period exceeding two years.
7. The employee is permanently hired in another bargaining unit.

E. Protected Seniority

Preferential seniority against layoffs is granted to the president, chief steward, and stewards provided that any employee so retained is qualified to perform the work of the available job. This protection is limited to only seven (7) members of the bargaining unit.

F. Layoffs

1. Definitions
 - a. Layoff: A reduction in the work force or a reduction in the hours worked by an employee due to a lack of funding, reduction in work, program change, or reduced enrollment.
 - b. Laid Off: Not employed in an active position in the bargaining unit.
 - c. Displaced Employee: An employee affected by the layoff procedure who has not returned to a position comparable in pay and hours to that which was held prior to being displaced.
2. When it becomes necessary to reduce the bargaining unit, Administration will notify and meet with the Union to inform them of the situation, and discuss how the reduction is intended to be made. The Union will be provided an opportunity to ask questions and provide input.
3. Procedures for a reduction in the work force:
 - a. Probationary employees in the affected occupational group classification will be immediately laid off.
 - b. The necessary number of least senior employees will be removed from the affected occupational group classification.
 - c. Any least senior employee removed will be able to exercise seniority rights to bump into:
 - (1) Any sub-classification within the occupational group that is in a direct line across or beneath the employee's group sub-classification; or
 - (2) Any sub-classification within the occupational group that the employee had previously held on a permanent basis; or
 - (3) Any occupational group for which the employee is qualified on a district-wide basis providing that the employee has held that position previously.
4. An employee who has bumping rights, has the right to exercise the bump or to accept the layoff until recalled.

5. After the reduction and bumping is completed, unplaced employees will be laid off.
6. Employees subject to layoff will receive a minimum of fifteen (15) working days' notice.

G. Recall

1. Laid-off and displaced employees will be recalled as follows. The most senior employee will be recalled to the first opening for which the employee is qualified in the group classification from which the employee was laid off.
2. When employees are on layoff or displaced, vacancies will be filled through the recall procedure providing the employee meets the minimum qualifications.
3. Recall will be by written notice sent by certified mail, return receipt requested, to the employee's last known address on file with the Administration. Recall will require that the employee report for work within five (5) days after the date of delivery or proof of non-delivery of the recall notice.

H. Emergency Layoffs

In the event of an emergency, due to acts or occurrences not initiated or controlled by the Board, the employees affected may be laid off without regard to seniority for a period not to exceed one (1) week. Emergency lay-offs, which exceed the one (1) week period, will be regulated by seniority application.

I. Change of Status

1. Notice as to change of status of employees will be posted on the bulletin board in the appropriate building for any promotion, transfer, or elimination of position within an occupational group. The employee and the Union will be notified of such change of status.
2. Notices of demotion will be given to the employees at the time of such demotion. A copy of all notices will be given to the Union.

J. Shift and Location Transfers - Demotion

1. Shift preference requests are permitted within each classification for transfer to a vacancy in order of seniority among those making the requests. Location transfer and demotion requests are permitted within the particular classification affected when openings occur and will be granted on a seniority basis. Transfer and demotion requests will be honored before promotions. If such requests are denied, they will be subject to the grievance procedure.
2. Any employee who transfers or demotes will not be eligible to bid for another position for twenty-five (25) Working days. However, this does not prohibit an employee who transfers or demotes to bid for a promotional position that is available during the twenty-five (25) working-day period.
3. Employees who sign for a transfer or demotion cannot remove their names from the list once they have signed.

K. Job Openings

1. New jobs in the bargaining unit may be created by the Administration. The Union must be notified of the creation of the job and the rate that has been set by the Board. If the Union feels the rate established is not at an appropriate place in the wage structure, the grievance procedure may be used. New jobs must not limit or extend any existing jobs.
2. All new jobs, vacancies, promotions, shift or location transfers must be posted for a period of three (3) Working days before they are filled. Notices must set forth the job title, shift, location of the opening, and the qualifications necessary to perform the job.
3. New jobs, vacancies or promotions must be filled from within each occupational group, by seniority, if

There are members who meet the qualifications.

4. A maximum of twenty-five (25) working days will be allowed to fill a job opening through the posting procedure. Substitutes must not be used after thirty (30) days have expired. The number of postings, resulting from bidding, is limited to three (3).
5. One day posting for temporary transfer will be limited to two (2) moves per year per employee.
6. All employees hired prior to July 1, 1990 may bid on any open position.
7. Employees who have more seniority than the senior bidder and who are on sick leave, leave of absence, layoff, or vacation must be given the opportunity to bid for openings that occur. They will be notified by email, return receipt requested. If they are not available to receive their email, the position must be filled by the available senior bidder on a temporary basis until all senior employees have been notified or return to their jobs and have had the opportunity to bid.

L. Selection of Successful Promotional Bidders and Trial Period

1. The most senior bidder from within the occupational group who meets the requirements posted for a promotion will be assigned the opening and moved to the job as soon as can be arranged (not exceeding five (5) days without the payment of overtime) and must be given a trial period of thirty (30) Working days in which to demonstrate the ability to satisfactorily meet the requirements posted and perform the duties of the job. All employees hired prior to July 1, 1990 may bid on any open position.
2. If the successful bidder from within the occupational group is deemed unsatisfactory by the Administration, or if the employee elects to reject the job during the first thirty (30) working days after the assignment, the employee must return to their job location at the time of the bid session. If deemed unsatisfactory by the Administration, the employee has the right to grieve this decision.

M. Sequence of Posting Vacancies

Vacancies occurring as a result of the bidding process are only considered open after the successful completion of the thirty (30) day trial period. During the trial period, the vacancies may be filled by substitutes for no more than thirty (30) working days, after which the normal process of transfers or assignments will apply.

N. Temporary Classification Assignments

If an employee is temporarily placed in a lower classification, their hourly rate will not be reduced. If an employee is temporarily placed in a higher classification they will be paid at the hourly rate of the higher classification. The employee will be responsible for having their time slip marked and approved for the higher rate by their immediate supervisor. A temporary assignment will only be made in case of an emergency and will last only as long as the emergency exists. If the emergency exists for more than five (5) Working days, a committee composed of the Union and Administration will meet to consider the state of emergency.

Article IX. - Hours, Overtime, and Premium Pay

A. General Provisions

1. The work week starts on Monday and continues through Friday.

The workday begins with the start of the first shift and will consist of three (3) shifts as required within twenty-four (24) hours. The times for these shifts will be set by buildings at the beginning of the school year and will not vary for the remainder of the year. The Union will be given an opportunity for advisory input before shift changes are made. If the Union is not satisfied with the administrative decision on shift changes, after its opportunity for input, the Union may request a meeting with the Board and Superintendent. Work hours may be changed on days when school is not in session,

However, members must be given a twenty-four (24) hours' notice.

2. Four Day Work Week – Summer Months

During the summer, employees will work a 4-day, 10-hour work week with Friday off. This begins the first full week after the last student day of the school year until the last full week prior to the first day of school. If a building is not able to work the 4 day 10 hours a day work week, the Union and Administration will meet and confer

4. The work-shift will consist of not more than eight (8) straight-time hours, excluding a half-hour uninterrupted lunch period. The work shift may not begin or end with the lunch period or paid breaks.
5. All employees who normally work six (6) hours or more per day are considered permanent full-time employees under this Agreement. All employees who normally work less than six (6) hours per day are considered permanent part-time employees.
6. An employee working on an emergency call-in basis will be guaranteed two (2) hours' pay or the actual number of hours worked, whichever is greater.
7. All custodial/maintenance/transportation/food service employees working four (4) or more consecutive hours will be granted a fifteen (15) minute break in each four (4) hours worked. These breaks will not be combined with the lunch period (see #4 above).
8. Prior to the end of the school year, the Administration will notify regular employees who are not on a twelve-month basis of jobs that will be available during the summer months. Regular employees who are not on a twelve-month basis will be allowed to apply for any summer position inside or outside of their classification.
9. Critical employees will be designated by the school district. When schools are closed due to adverse weather conditions, they will report to work and will receive double-time for all hours worked. Critical employees who fail to report on these days without a reason acceptable to the administration, or who do not use a vacation day, will lose a personal business day. Critical employees who fail to report and fail to call in, will lose pay for that day.

Employees, other than critical employees, in the custodial/maintenance/food service classifications will be paid their regular wages for each day schools are closed due to adverse weather conditions. Transportation employees will be entitled to two (2) paid adverse weather condition days. Such days are not to be deducted from sick leave days or personal business days. In the event that school is cancelled beyond the State's allowable days of student attendance, employees will not be paid unless they are required to report to work on the cancelled day.

10. A Union official must notify the building, maintenance, or cafeteria supervisor before the official confers with a Union employee about Union business during the employee's work-shift. A time mutually agreed upon will be arranged for a conference.
11. Immediate supervisors for the respective employee classifications are defined as follows:
 - a. Cafeteria - Food Services Director
 - b. Custodial - Building Administrator
 - c. Transportation - Transportation Supervisor
 - d. Maintenance - Maintenance Executive
12. During those periods when the building administrators are not scheduled to work or are absent, the Maintenance Executive will be the immediate supervisor for the custodial staff.

B. Overtime

1. All overtime work performed in excess of eight (8) hours will be paid at time and one-half.

1. Overtime pay will not be pyramided.
2. Overtime pay must be promptly turned in for payment by the following pay period.
2. Except for the Swing Shift – High School position, time and one-half will be paid on Saturdays. Except for the Swing Shift – High School position, all work performed on Sundays will be at the rate of double time.
3. The Swing Shift-High School position, will be paid time and one half for working on the sixth day of their week and double time for the seventh day of their week.
4. Employees who work over eight (8) hours in a day will not qualify for overtime if they have had an unpaid absence during the same work week.
5. All work performed on holidays will be paid at the rate of double time plus holiday pay.
6. Food Service employees will be paid at the rate of time and one-half when working over forty (40) hours.
7. Overtime will be distributed as equally as possible among the eligible employees within the needed classification who are available on the shift and at the building where the work is required.
8. If a building has two (2) or more custodians, the overtime will be kept within the building whenever possible.
9. When overtime cannot be filled within the building, it will be filled on a rotation basis according to seniority within a classification from among those available employees indicating their willingness to work overtime. Employees who refuse overtime shall be charged with a turn. If there is a "no" response from those available employees on the overtime list, or if an employee cannot be reached by one phone call, the Administration may call an outside substitute on a daily basis.
10. Records of overtime work and special bus runs will be kept for one year and will be available for inspection.

C. Custodial/Maintenance

1. When schools are closed due to an emergency or when a work shift has been canceled, employees are to be notified not to report for work. In the event that a custodial/maintenance employee is scheduled to work, reports to work, and had not been notified not to report, the employee will be given work for the scheduled number of hours or four (4) hours, whichever is less.
2. When an outside group or organization is authorized to use a school facility for an activity or function which is not school-related, a custodian will be scheduled to work at the activity or function.
3. When overtime is authorized by the Maintenance Executive, the procedure outlined below will be followed:
 - a. The employee will notify their supervisor at the beginning of their shift if they do not desire to work the authorized overtime.
 - b. The overtime period will not automatically be an extension of the employee's regular eight (8) hour shift, but can be set by the Maintenance Executive to facilitate the operation of the school program.
 - c. The minimum number of hours authorized under this provision will be two (2).
 - d. The Administration shall limit the number of days of this overtime to five (5). The job shall then be posted, within the occupational group classification, for one (1) day and two (2) vacancies filled, by seniority from the seniority list. If the position is not filled in this manner, outside substitutes may be called. Employees bidding on a limited-term posting shall retain full seniority rights to bid on any other permanent openings that occur during that period. All employees

Hired prior to July 1, 1990 shall be covered as outlined in Appendix B.

- e. In case of an emergency, the number of days of overtime may be extended to a maximum of ten (10) days.
 - f. This provision will not apply during holidays or summer periods.
4. High school and college students may be employed to augment the work force during the summer, Christmas holiday, and Easter holiday.
 5. A call in list must be established at the beginning of each school year. When a custodian is absent and a building needs to be covered or cleaned custodians will be called in to fill the opening on a rotating basis. If an employee turns down the call in two consecutive times in a school year that employee will be removed from the call in list.

D. Transportation - General

1. A bid session will be held the week prior to the opening of school, for drivers to bid on transportation runs for the coming school year.
 - a. One (1) week prior to the bid session, bus drivers will be able to review "Core Run" information including all vocational runs and additional runs that are available.
 - b. All bus drivers are expected to attend the August bid session. If a driver is absent, the Transportation Director will assign a run to the driver based upon the driver's seniority.
 - c. If a new vocational run or additional runs become available they will be added to a driver's schedule based upon seniority.
 - d. After five (5) weeks into the school year, if a run is decreased by thirty (30) minutes or more, drivers will be able to bump for a vocational run or additional run that fits into the driver's scheduled run. If that is not possible, they may bump an entire run according to seniority.
 - e. After five (5) weeks into the school year, if a run is increased by thirty (30) minutes or more the run will be posted.
2. When buses are required for the transportation of passengers, and other related purposes for the school system, the bargaining unit's bus drivers will be assigned subject to the extent that they are available.
3. Bus drivers may use school restroom facilities and wait in school buildings before bus runs and other activities. Bus engines must be shut off and the ignition key removed while drivers are not in their buses.
4. A driver called in to drive an extra bus run is guaranteed a minimum of one (1) hours pay. Extra runs include field trips.
5. Bus drivers assigned to regular established runs are guaranteed a minimum time of two (2) hours per run.
6. Bus drivers have the right to maintain order on the bus for the safety of the passengers and the bus. Any unacceptable conduct will be reported to the Transportation Supervisor. The Transportation Supervisor will notify the principal who has the responsibility for correcting the problem. The bus driver will be notified within twenty-four (24) hours if bus privileges were suspended as a result of the misbehavior.
7. If a vocational or additional run has to be covered, the driver must be notified, on a seniority basis, before 9:00 a.m. except in cases of emergency.
8. Bus runs for summer will be assigned by seniority to qualified bus drivers who sign up to drive during

Summer.

9. Drivers on athletic runs will be given a designated pick-up time if they are not required to lay over.
10. When a driver or substitute driver is not available, the driving assignment may be given to any unit member with the proper school bus driver certification.

E. Transportation - Field Trips

1. Field trip run assignments will be offered based upon the availability of a driver. This offer will be made on a rotation basis to our regular bus drivers according to seniority. A "no" response by a driver constitutes a "turn," if the driver was asked the previous workday or before.
2. Field trip runs will be on a rotating basis and hours will be equalized. The employer will post an updated overtime list indicating only actual hours worked and/or charged for the previous week and estimated hours restricted to Mondays only for current week. The listing must be posted by 12:00 P.m. on Monday of each week, within the time constraints of the director.
3. Bus drivers on personal leave will be charged for field trip runs when it is their turn in the rotation for field trips.
4. On the date that a driver completes the (30) day probationary period, the new driver will be placed on the field trip lists with the same number of hours as the existing driver with the most accumulated field trip hours.
5. Bus drivers on sick leave will not be charged for field trip runs if their turn is missed while on sick leave.

F. Food Service

1. A regular starting time will be established at each school by the Food Service Director. Assignments will be made in accordance with requirements for utilization of individuals within classification. The Administration will assign hours on a regular basis consistent with work needs.

The parties agree that the nature of the Food Service functions requires some flexibility in work schedules. The Union agrees that deviations in work schedules to accommodate work objectives may be made by the Administration. The Administration agrees to keep work schedule changes to a minimum.

2. The Superintendent has the right to allow use of the kitchen facilities for district approved activities. When the school district believes it is appropriate, a bargaining unit member will cover the approved activity for a minimum of two hours at regular wage rates. Members would receive overtime wage rates when working over seven hours on a full shift.
3. The hiring of substitutes or temporary employees to replace absent food service employees will be at the sole discretion of the Administration provided that qualified regular food service employees, by seniority within their buildings, will be given the substitute or temporary work for the higher classifications. A vacancy created by an employee leave, that extends over ten (10) days, must be filled on a district-wide basis, according to seniority.
4. When an employee is absent, the hours normally worked by the employee will be filled by regular employees in that kitchen. When hours cannot be filled by regular employees, a substitute will be called.

Article X. - Physical Examinations

- A. The Board will pay the cost of a physical examination and chauffeur's license required for any classification.

- B. Bus drivers are required to adhere to the state and federal guidelines regarding physical examination. Physical examinations will be performed by a selected by the Board. Bus Drivers must be paid the regular hourly rate for time spent at doctor's office up to two (2) hours.
- C. In the event that the report of the examining physician is unsatisfactory, the employee may be examined by another physician at the employee's expense.
- D. In the event that the Board's physician and the employee's physician do not agree, and the parties cannot agree on the matter, they must select a third physician whose opinion will be binding. The cost of the third physician will be shared by the employee and the Board.

Article XI. – Vacations

Vacation time will be rolled into Paid Time Off with same limitations on quantity of days.

A. Custodial and Maintenance

- 1. Vacations must be taken during the summer months while school is not in session. Vacations must be approved by administration. Vacations must be submitted by June 30 for the following fiscal year. Vacations will be prioritized based on seniority. Exceptions, based on classification are noted in the paragraphs below.
- 2. Maintenance employees may use vacation time when school is in session as well as in the summer. No more than 50% of the department will be on vacation at one time.
- 4. Custodial employees may use vacation time when school is in session as well as in the summer, under the following conditions:
 - A. No more than four (4) at one time.
 - B. One week maximum.
 - C. Afternoon custodian in the building may work days based on seniority.
- 4. Custodial employees may take vacation time during the school year only if qualified outside substitutes are available.
- 5. Regular full-time and permanent part-time employees hired on or after July 1, 1990 are eligible for vacation on a prorated basis as follows:

Up to 6 Months.....None	8 Years.....13 Days
6 Months..... 3 Days	10 Years.....15 Days
1 Year..... 5 Days	12 Years.....16 Days
2 Years.....10 Days	14 Years.....17 Days
4 Years.....11 Days	16 Years.....18 Days
6 Years.....12 Days	18 Years.....20 Days

Regular full-time and permanent part-time employees hired prior to July 1, 1990 are eligible for vacation on a prorated basis as follows:

Up to 6 Months.....None	4 Years.....13 Days
6-12 Months.....5 Days	5 Years.....14 Days
1 Year..... 10 Days	6 Years.....15 Days
2 Years.....11 Days	after 10 Years.....20 Days
3 Years.....12 Days	after 20 Years.....25 Days

- 6. Vacations will be taken without loss of pay. Extra pay is not given in lieu of vacation. Vacation time is not accumulated from year to year.
- 7. June 30 of each year is the date for which service time will be computed for vacation purposes.
- 8. If an employee voluntarily severs employment with the school system after accumulating six (6) months service and gives ten (10) working days' notice, the employee is entitled to three (3) days paid vacation.
- C. When a contract holiday falls within an employee's vacation period, the employee will receive an additional day of vacation.
- D. Employees will not accumulate vacation credits during a leave as outlined in Article XVII or during periods when employees are receiving long term disability.
- E. Employees who terminate in good standing with the school district (not discharged) and give two weeks' advance notice of intention to terminate, and who work through the period of such notice, will be paid the unused portion of their earned vacation.
- F. If an employee is laid off or retires, the employee will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who receives credit at the time of layoff for the current calendar year will have such credit deducted from the employee's vacation the following year.
- G. Vacation benefits will be prorated for permanent part-time employees.

H. Food Service

- 1. Vacation time for food service employees will be prorated for full-time and part-time employees as follows:
 - 0-6 Months..... None
 - 6-12 Months2 Days
 - 1 - 5 Years.....5 Days
 - 6 - 10 Years10 Days

All food service employees will be required to receive their vacation time as a lump sum payment. With the approval of the Superintendent vacation time may be approved to offset non-scheduled days. Payment of accumulated vacation time for Food Service employees will include all hours worked in the Food Service Department.

- I. Voluntary severance of an employee's position prior to the closing of school will mean loss of vacation pay. No other contract provisions for vacation benefits will apply to food service employees.
- J. When an employee calls in sick the day before or after a scheduled vacation period, a doctor's note is required. When a doctor's note is required and not provided, the employee will be considered absent without pay.
- K. Beginning with the fifth absence recorded, as Absent Without Pay (AWP), and each day thereafter, an employee's vacation time is reduced by 50% of the time listed as AWP.
- L. An employee who is listed AWP on the day before or after a paid holiday, will not receive holiday pay.

Article XII. - Holidays

- A. Probationary employees qualify for holiday pay.
- B. Regular employees are entitled to the following days off without loss of pay or vacation time: (1) day before New year's Day, (2) New Year's Day, (3) Good Friday, (4) Memorial Day, (5) July 4, (6) Labor Day, (7) Thanksgiving Day, (8) Friday after Thanksgiving, (9) Day before Christmas, (10) Christmas Day, (11) and day after Christmas (12) additional day—Christmas Break, (13) additional day—Christmas break to be worked out cooperatively with the Maintenance Executive. Ten (10) month employees lose only those

holidays that fall during the time they are not working in the summer. Transportation employees will not have this one additional paid holiday even if they drive for a summer program/field trip etc.

- C. When any of the above days fall on Sunday, the Monday following is considered the holiday. When any of the above days fall on Saturday, the preceding Friday is considered the holiday. If Christmas or New Year's Day falls on Monday, the day after Christmas or New Year's Day will be given instead of the day before Christmas or New Year's Day.
- D. To be eligible for holiday pay, an employee must work the full scheduled shift prior to and after the holiday. Unless the employee is on an approved paid leave day. In the event of sickness a doctor's note may be required.
- E. Food Service employees are paid holiday pay based on total number of hours worked in the Food Service Department.

F.
Article XIII. - Retirement

Employees hired prior to July 1, 2009 who retire under the provisions of the Michigan Public School Employees Retirement System are entitled to a severance payment for accumulated sick leave days based on the following formula. Funds for severance will be paid into an employer selected special pay plan on behalf of the retiree (see appendix B):

<u>Accumulated Sick Leave Days</u>	<u>% of Base Salary Received at Retirement</u>
48 – 60	10
61 – 72	15
73 – 84	20
85 – 96	25
97 – 108	30
109 – 120	35
121 – 132	40
133 – 144	45
145 – 160	50
161 – 174	55
175+	60

Employees hired after July 1, 2009 are not entitled to above payment.

- B. Employees retiring under the provisions of the Michigan Public School Employees Retirement System with forty-seven (47) or less accumulated sick leave days and more than five (5) years of service will receive \$75.00 per year of service.

Employees hired after July 1, 2009 are not be entitled to this payment.

Article XIV. - Leaves of Absence

- A. Sick Leave and Personal Business

Sick time will be rolled into Paid Time Off with same limitations on quantity of days for personal business. Sick time is given at the beginning of July and for new employees after their probationary period (prorated).

- 1. Sick leave days may be used for the following reasons:
 - a. Personal illness.
 - b. Serious illness in the immediate family (mother, father, wife, husband, child, or stepparent).
 - c. Death of a relative (up to five (5) days).

- d. Personal business (up to three (3) days per year) approved by the employee's immediate supervisor and the Superintendent. Personal Business Days may not be used to extend a holiday or vacation period.
2. Sick Leave Days
- a. Full Time Custodial and Maintenance employees (for this section meaning 40 hours per week) earn a total of fourteen (14) sick leave days per. year will be earned by full-time employees (40 hours per week) without loss of pay.
 - (i) Members of the sick leave bank will have one (1) day placed in the sick leave bank and one (1) Day awarded to the employee at the beginning of each fiscal year (July 1). At the end of the last day of each month, one (1) day will be earned by the employee. At the end of the fiscal year (June 30), the employee will have earned a total of thirteen (13) days.
 - (ii) Nonmembers of the sick leave bank will have the day credited to them, rather than the bank on July 1 and will then have earned a total of fourteen (14) days at the end of the fiscal year.
 - b. Transportation employees who work ten (10) months per year will earn six (6) days per year (Prorated). Those transportation employees who work summer runs will earn a half a day (.5) for every 20 days that they report.
 - (i) Members of the sick leave bank will have one (1) day placed in the sick leave bank and one (1) Day awarded to the employee at the beginning of each fiscal year (July 1). At the end of the last day of October, December, February, April and June, one (1) day will be earned by the employee. At the end of the fiscal year (June 30), the employee will have earned a total of five (5) days.
 - (ii) Nonmembers of the sick leave bank will have the day credited to them, rather than the bank on July 1 and will then have earned a total of six (6) days at the end of the fiscal year.
 - c. Food Service
 - (i) Members of the sick leave bank will have one (1) day placed in the sick leave bank at the beginning of each fiscal year (July 1). At the end of the last day of September through April and June, (1) day will be earned by the employee. May is specifically excluded. At the end of the fiscal year (June 30), the employee will have earned a total of nine (9) days.
 - (ii) Nonmembers of the sick leave bank will have the day credited to them, rather than the bank on July 1 and will then have earned a total of ten (10) days at the end of the fiscal year.
3. The unused portion of the above days are rolled into the new year without limit.
4. The reason for an absence must be stated when the employer is notified.
5. When an absence occurs as a result of illness, the Administration may require the employee to provide a note from their attending physician after three (3) consecutive workdays missed.
6. Personal Business must be used for appointments that cannot be made outside of working hours. Requests for personal business leave must be approved in advance except in case of emergency. Forms for this purpose must be obtained from the building office. Personal Business requiring two hours or less may be approved by the immediate supervisor and used without charge against leave time if a corresponding amount of time is made up.
7. Sick leave benefits will be prorated for permanent part-time employees.
8. Extended leaves of absence may be granted by the Board on the basis of individual need and merit.

Leaves of absence may be renewed on the same basis.

9. Employees who have exhausted their personal leave days and the sick bank due to personal illness must be placed on an appropriate leave of absence, per Article XVII, (Non-compensable Leaves) by the Board. The employee will have the option of utilizing vacation days prior to being placed on the leave.
10. Food Service employees are to be paid sick leave and personal business days based on total number of hours worked in the Food Service Department.

B. Release Time - Union Representation

Up to a total of five (5) days paid released time will be granted for the purpose of Union representation. Written requests for duly elected delegates to attend conventions, conferences, and seminars must be submitted to the Superintendent at least two (2) weeks prior to the requested date for released time. Attendance will not exceed two (2) persons for each activity per year.

C. Sick Leave Bank

A voluntary sick leave bank will be established for Local 2722 employees who choose to participate. The bank will be operated as follows:

1. Each employee enrolling in the bank will donate one day of sick leave to the bank each year until the bank is built up to a maximum of 1,500 days. No more days will be added to this maximum until the bank is depleted to 1,000 days. The bank will then be built up to 1,500 days again and the process repeated.
2. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.
3. A person withdrawing from membership in the bank will not be able to withdraw their contributed days from the bank or participate in the bank after withdrawing.
4. The first thirty (30) working days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave or absence without pay. Vacation pay may be used before using the ten (10) sick leave bank days.
5. A person will not be able to withdraw days from the bank until the employee's own accumulated sick leave is depleted to zero (0) hours.
6. The food service employees' sick leave bank is kept separate from the custodial, maintenance, and transportation employees' sick leave bank.
7. Sick Bank Rules
 - a. A maximum of ten (10) days each school year can be drawn by one individual from the non-cafeteria bank.
 - b. A maximum of ten (10) days may be drawn from the cafeteria bank.
 - c. A Union Board of Review will meet and decide upon requests for extension of these maximums, up to an absolute limit of sixty (60) total days.
8. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.

D. Jury Duty

1. When an employee is called to perform jury duty, the Board will pay the difference between the jury duty and the employee's regular pay.

2. Time spent on jury duty will be deducted from the regular shift. The remaining work-time on the regular shift will be assigned by the administrator. A qualified employee may be assigned to the position or an outside substitute may be called during the time the work location is uncovered.
3. An employee being either summoned or subpoenaed will be granted up to maximum of three (3) days without loss of pay. Any additional days must be taken from personal leave days. Evidence of the summons or subpoena and the number of days involved must be provided by the employee.
4. Employees who are members of a branch of the United States military and are put on active status because of emergency situations will be paid the difference between the military pay and their normal wages for a period not to exceed two (2) weeks.

Article XV. - Non-Compensable Leaves

A. Leaves without pay will be granted in accordance with the specified provisions for military service, physical incapacity, maternity, and Union representation. Leaves for other purposes may be granted but are subject to the consent of the Administration.

B. Mandatory Leaves

1. Military Leave

Employees who are members of the armed services will be granted leaves in accordance with federal and state laws.

2. Physical Incapacity

- a. Employees are responsible to make certain the Administration is informed of the health-connected reason for any absence as soon as possible.
- b. Prior to the expiration of a paid sick leave, an employee may request an extended non-compensable leave of absence terminating at a specified date. The request must be in writing.
- c. Should extension of such leave be required, a renewal application and a physician's note must be submitted.
- d. When an employee is released by the attending physician to return to work, the employee must notify the Personnel Office in writing of the employee's intent to return. The notice must be supported by a report from the attending physician that the employee is fully recovered and capable of performing the functions and duties of the employee's position. This notice must be given as far in advance of the employee's intended return as is practicable.
- e. Seniority continues to accumulate during physical incapacity.
- f. An employee will be assigned to the position held prior to the leave, if the employee is released to return to work from a physician within 12 months of the onset of the disability.
- g. If unable to return within 12 months, the employee will be able to exercise seniority rights to bump into:
 - (1) Any sub-classification within the employee's occupational group that is in a direct line across or beneath the employee's group sub-classification; or
 - (2) Any sub-classification within the employee's occupational group that the employee had previously held on a permanent basis; or
 - (3) Into any occupational group for which the employee is qualified on a district-wide basis

Providing that the employee has held that position previously.

NOTE: Postings resulting from a leave such as this will include a statement alerting interested parties of the possibility of being returned back to their previous positions if the individual returns to work within 12 months.

- h. Employees may be terminated if they fail to report recovery when released by the attending physician for return to their prior position or if they fail to request an extension of their leave and do not report for duty at the expiration of the leave.

3. Maternity Leave and Child Care Leave

In order to facilitate the efficient functioning of the unit, an employee should inform the Personnel Office as soon as they are comfortable with sharing the information they are pregnant or intending to adopt a child.

- a. Maternity Leave begins as soon as the employee's physician certifies her incapable of performing the duties of her job.
- b. Maternity Leave will be in accordance with FMLA.
- c. An employee returning from Maternity Leave will be placed in the position she held prior to such leave with no loss of seniority.
- d. An employee, male or female, may request an additional six (6) month unpaid leave of absence to be utilized as a Child Care Leave. Upon return from this leave, the employee will be placed in a position commensurate with the position held prior to such leave. This leave will not accrue seniority.
- e. If no opening is available, the employee may exercise seniority to bump the employee with the least seniority holding such position.
- f. An employee may request an extension of the Child Care Leave. However, if the employee is on Child Care Leave beyond the six (6) month period, the employee will be reinstated for the first available vacancy for which the employee is qualified. This leave will not accrue seniority.

C. Union Representation

- 1. Leave for a period of one (1) year must be granted to one (1) employee for the purpose of holding full-time elective or appointed office with the Union representing this bargaining unit. This leave will be renewed each year for a one (1) year period providing that a written request is made each year for the following year, prior to the expiration date of the current leave.
- 2. Seniority will be broken if a written request for leave renewal is not made as provided and the affected employee fails to report for duty at the expiration of the approved leave. Seniority will also be broken if the employee granted the leave resigns or is severed from the representation position and does not promptly apply for reinstatement.

D. Consent Leaves

All leaves other than those provided for in Section B, Mandatory Leaves, will be for a definite period with a specific termination date. Employees being granted such leave will be requested to report for duty upon the termination of that leave.

E. Family and Medical Leaves (FMLA)

The Board will follow the provisions contained in FMLA.

- 1. All requests for such leave will be made to the Superintendent.

2. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice as is possible.
3. Proper certification of the reason for the leave must be provided.
4. An employee will be requested to use all available leave time (i.e. sick leave, personal leave, and/or vacation leave) for all or part of the duration of the FMLA leave, with any balance of time being without pay.
5. An employee is not permitted to be employed during the FMLA leave.
6. At the end of the FMLA leave, the employee will be returned to the position held prior to the leave or an equivalent position.
7. In order to be eligible for the above described leave an employee must have worked a minimum of 1250 hours the preceding twelve (12) months.

Article XVI. - Miscellaneous

A. Bulletin Boards

Bulletin boards are provided in each building for custodians and in each kitchen for the purpose of posting notices governing work assignments and general or official information. The use of these boards will be controlled by the Superintendent, who shall receive copies of all notices to be posted by employees or employee organizations before they are placed on these bulletin boards. However, the following notices may be posted without notifying the Superintendent:

1. Notices of official meetings called by Union officers.
2. Notices of Union social functions.
3. Notices and information from the International Union.

The Union will have use of the inter-office mail for distribution of the above notices.

- B. Union meetings may be held in school buildings at such times and places as arranged with the building principal. Working time will not be used to attend Union meetings.

Article XVII. - Benefits

A. Insurance

1. Health
 - a. Unless otherwise noted in this contract, the Board will furnish medical insurance for permanent full-time employees who work six and one-half (6 ½) hours per day and their families. Premiums will be paid by the Board on a 12-month basis.
 - b. The Board of Education will provide notice to the Union of any proposed changes in the medical insurance plans and the parties must agree to any proposed change. The employees will move to the same insurance as the CLEA (MESSA) as of September 1, 2018.
 - c. The Board will provide MESSA coverage for employees retiring under the provisions of the Michigan Public School Employees Retirement System until such time as they are eligible for health insurance benefits provided under that retirement plan.

2. Life

Term Life Insurance will be purchased in the face amount of \$12,000.00 for those employees whose normal workday is four (4) hours or less and in the amount of \$20,000.00 for those whose normal workday is more than four (4) hours. (Minimum of \$12,000.00 Accidental Death & Disability.)

3. Optical

The Board will provide family optical coverage comparable to that provided under National Vision Administrators (NVA) Plan (Appendix I). Bus Drivers and Maintenance workers that have corrective lenses identified on an operators' (drivers') license issued by the State of Michigan will be reimbursed up to \$100.00 for out of pocket expenses for prescription sunglasses.

4. Dental

c. Employees working four (4) hours or more per day will receive dental insurance that will provide a 70/30 coverage of Class I, II, and III benefits with a \$1,000 per person annual coverage maximum. Orthodontic coverage will be a 60/40 benefit with a maximum of \$800.00 for dependent to age 19.

d. If an Employee is covered through a husband's or wife's dental insurance provided by Center Line Public Schools, the Board of Education will coordinate the dental coverage by providing a benefit of 50/50 coverage of Class I, II, and III benefit with a \$1,000 per person annual coverage maximum. Orthodontic coverage will be a 60/40 benefit with a maximum of \$800 for dependent to age 19.

5. Long Term Disability

The Board shall provide Long Term Disability insurance. It will include a 60% benefit with a \$2,500 monthly maximum income benefit. Long Term Disability coverage begins according to the terms and conditions of the Long Term Disability Policy in effect on the date of the disability.

B. Workers' Compensation

1. Workers' Compensation is provided as specified by law. Accumulated sick leave days may be used at the option of the employee to make up the difference between the compensation benefits and the employee's regular rate of pay.
2. After one year, the employee must utilize the accumulated sick leave days on a prorated basis to the extent of the employee's accumulated sick leave days.
3. When the employee's accumulated sick leave days are exhausted, the employee will be entitled to the provisions provided under the sick leave bank.
4. When all of the above provisions are fulfilled, the employee will be entitled only to Workers' Compensation as provided by law.
5. When an employee is released to return to work after having been absent on a Workers' Compensation disability, the employee will be reinstated to the classification and location held prior to the injury provided:
 - a. The Workers' Compensation physician has released the employee to return to the employee's regular position with no job restrictions or limitations; and
 - b. The employee returns to work within one (1) year of the date of disability from the Workers' Compensation injury.
6. When an employee is unable to return to work within the one (1) year period, upon the release of the employee's physician, the employee will be placed for immediate assignment in the first position for which the employee is qualified and which is commensurate with that which the employee held prior to the leave.

7. In the event an employee who suffered an on-the-job injury is released to return to work but is not able to assume their former position, placement will be made to an assignment in the bargaining unit for which the employee is qualified. Determination will be made by the Superintendent while considering the employee's limitation.
8. If it is necessary to provide an opening, in all cases the employee with the least seniority holding such a position may be bumped.
9. When a bargaining unit member is receiving worker's compensation benefits, the employee will receive a pro-rated credit for purposes of vacation accrual. In the event that an employee is supplementing worker's compensation payments with either sick leave or vacation leave, the employee will be entitled to vacation accrual pursuant to this collective bargaining agreement.

C. Uniforms

1. Each custodial/maintenance employee will be given an allowance of \$85.00 for uniforms on the first of September each year. All employees are responsible for the laundering and upkeep of their uniforms and must maintain a neat personal appearance. Uniforms must be purchased from a source designated by the Administration and be a standardized color and style. Probationary employees are given a proportionate allowance when they have completed their probation. A new employee who quits within six (6) months of hire will have the allowance deducted from their final paycheck.
2. Maintenance employees will receive two sets of coveralls per employee per year at no cost to the employee. The employee may have an equal amount applied to the purchase of work boots/shoes or a work jacket. A detailed receipt must be provided and approved prior to any reimbursement.
3. The Board will provide bus drivers with a multi-season jacket one (1) per three (3) year contract. Drivers will be offered a choice of styles and sizes and will be part of the selection process. If at any time a driver's jacket is permanently stained or damaged within the three (3) year contract period, the jacket will be replaced at no cost to the employee. The employee will be required to return the stained or damaged jacket to the Transportation Department.
4. Food Service employees will be reimbursed up to a maximum of \$100 for kitchen uniform upon presentation of a valid receipt.
5. Custodial employees may have a forty (\$40.00) dollar allowance per year to purchase administration approved work boot/shoes.
6. Food service employees will be provided a \$25 allowance per year toward district approved, food service work shoes.

Article XVIII. - Wage Rates

1. Hourly rates for July 1, 2018, through June 30, 2020.

For those members at the top step on June 30, 2018 a 1% of salary, off schedule payment, will be issued in the 1st pay of December, 2018.

For those members at the top step on June 30, 2019, a 1.5% of salary, off schedule payment, will be issued in the 1st pay of December, 2019.

Classification	Start	1 Year	2 Years
Maintenance Leader	21.01	23.19	24.96
Maintenance Electrician	20.48	22.60	24.32
Maintenance Plumber	20.48	22.60	24.32
HVAC Technician	20.48	22.60	24.32
Maintenance Carpenter	20.09	22.18	23.87
Maintenance Painter	20.09	22.18	23.87

Maintenance Grounds	19.63	21.69	23.35
Maintenance Utility	19.63	21.69	23.35
Building Engineer - Secondary	16.72	18.45	19.84
Building Engineer- Elementary	16.43	18.19	19.63
Head Custodian - Secondary	16.72	18.45	19.84
Head Custodian -Elementary	16.43	18.19	19.63
Swing Shift - High School	16.75	18.34	19.62
Custodian I	15.90	17.49	18.77
Custodian II	14.28	15.84	17.11
Bus Driver	17.16	19.12	20.72

B. 1. Hourly rates for July 1, 2018 through June 30, 2020.

Classification	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Head Cook-Secondary	14.45	15.02	15.56	16.12	16.68	19.10
Cook-Elementary	12.95	13.50	14.07	15.07	16.10	17.18
Cafeteria Helper	11.81	12.71	13.75	14.33	14.92	15.11

B. 2. Hourly rates for employees hired after September 2, 2009.

Classification	Start	1 Year	2 Years
Maintenance Leader	16.82	18.56	19.97
Maintenance Electrician	16.39	18.08	19.45
Maintenance Plumber	16.39	18.08	19.45
HVAC Technician	16.39	18.08	19.45
Maintenance Carpenter	16.06	17.74	19.10
Maintenance Painter	16.06	17.74	19.10
Maintenance Grounds	15.70	17.36	18.69
Maintenance Utility	15.70	17.36	18.69
Building Engineer-Secondary	13.38	14.76	15.86
Building Engineer-Elementary	13.14	14.55	15.70
Head Custodian-Secondary	13.38	14.76	15.86
Head Custodian-Elementary	13.14	14.55	15.70
Swing Shift – High School	13.57	14.84	15.87
Custodian I	12.72	13.99	15.02
Custodian II	9.83	12.67	13.69
Bus Driver	15.00	16.75	18.11
Head Cook-Secondary	11.57	13.43	15.29
Cook-Elementary	10.36	12.48	13.74
Cafeteria Helper	9.45	10.75	12.07

B. There will be sixty (\$.60) cents per hour shift premium for the Secondary Building Engineer position and forty (.40) cents per hour shift premium for the Elementary Building Engineer position. There will be thirty (.30) cents per hour shift premium for the hours worked between 3 p.m. And 11 p.m. There will be forty (.40) cents per hour shift premium for the hours worked from 11 p.m. to 6 a.m. There will be fifteen (.15) cents per hour shift premium paid drivers for bus runs between 11:00 p.m. and 6:00 a.m.

C. If the majority of the hours worked by an employee are during shift premium time, the employee will be paid premium pay for the total hours worked.

D. A longevity payment of fifteen (.15) cents per hour will be paid after eight (8) years of service, plus an additional five (.05) cents per hour after twelve (12) years of service, plus an additional twenty-five (.25) cents per hour after fifteen (15) years of service.

Article XIX - Mandatory Disclosure to the Department of Education and School Administration

When a member of the Bargaining Unit who has had an initial criminal history check, regardless of the outcome, is subsequently *charged* with one or more of the following types of offenses (whether under Michigan, another state's, or federal law), the person must, within three (3) days of being arraigned for the offense or offenses, report to the State Department of Education and the administration of the school involved, on an approved form, that he or she has been charged with the following offense or offenses.

- A. Any felony.
- B. Any of the following misdemeanors:
 - 1. Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
 - 2. Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree.
 - 3. A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
 - 4. A misdemeanor violation of section 7410 of the public health code, 1978 PA 368, MCL 333.7410 (drug dealing to minors or near schools).
 - 5. A violation of section 115, 141a, 145a, 335a, or 359 of the Michigan penal code, 1931 PA 328, MCL 750.115, MCL 750.141a, 750.145a, 750.335a, and 750.359, or a misdemeanor violation of section 81, 81a, or 145d of the Michigan penal code, 1931 PA 328, MCL 750.81, 750.81a, and 750.145d.
 - Breaking and entering;
 - Consumption of alcohol/drugs by minors and at social gatherings;
 - Soliciting a child for immoral purposes;
 - Indecent exposure;
 - Theft or defacing of construction materials;
 - Domestic assault and battery;
 - Assault; and
 - Internet use for purpose of committing a crime against a minor.
 - 6. A misdemeanor violation of section 701 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1701.
 - 7. Any misdemeanor that is a listed offense – sex related offense.
- C. A violation of a substantially similar law of another state, of a political subdivision of this state or another state, or of the United States.
- D. Any additional update to MCL 380.1539b and 380.1535a.

Failure to comply with this provision may result in discipline up to and including discharge.

Article XX. - Savings Clause

If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, all other provisions of this Agreement will continue in full force and effect. The parties will meet as soon as possible after any such holding for the purpose of renegotiating the provision or provisions affected.

Article XXI. - Amendments and Termination

This Agreement shall commence July 1, 2018, and shall continue in full force and effect until June 30, 2020. If either party desires to terminate, modify, or change the Agreement, they shall give the other party written notice by certified mail not less than sixty (60) days prior to June 30, 2020. If there is not notice by either party to terminate, modify, or change this Agreement, this Agreement will continue in full force from year to year as provided for by law.

By their signatures below, the parties agree to the terms and conditions contained in this contract.

For the Board of Education:

/Gary Gasowski/

Gary Gasowski, President

/Eve Kaltz/

Eve Kaltz, Superintendent

For the Union:

/Andrea Zomerfeld/

Andrea Zomerfeld, Interim President AFSCME, Local 2722

/Stephanie Nahas/

Stephanie Nahas, Michigan AFSCME Council 25, AFL-CIO