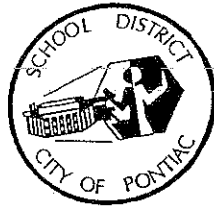


Master Agreement between the  
Board of Education of the  
School District of the City of Pontiac



and

The Michigan Association of Police



2010-2011

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**MASTER AGREEMENT BETWEEN THE  
PONTIAC SCHOOL DISTRICT  
AND  
THE MICHIGAN ASSOCIATION OF POLICE**

**ARTICLE 1 PURPOSE AND INTENT**

The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the Board, the employee and the Association. Also, to set forth terms with respect to rates of pay, wages, and other conditions of employment. The Board and the Association shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

During the term of this Agreement, both parties shall meet at the request of either party for the purpose of discussing any provision of the Agreement. The provisions of this Agreement shall be applied equally and without favoritism to all employees without discrimination as to sex, marital status, handicap, race color, creed, national origin or political affiliation. The Board and Association will continue to work together to assure equal employment opportunities to all.

The term "Board" and "Association" shall include authorized officers, representatives and agents. Despite reference herein, the "Board" and Association" as such, each reserves the right to act hereunder by committee or designated representative.

The term "Employee" shall refer to personnel defined in the Recognition Article.

**ARTICLE 2 RECOGNITION**

This Agreement entered into between the School District of the City of Pontiac, a Michigan Municipal Corporation (hereinafter referred to as the "Employer"), and the Pontiac School District Police Authority Officers Association, affiliated with the Michigan Association of Police (hereinafter referred to as the Union").

Employees covered pursuant to and in accordance with all applicable provisions of Act 370 of the Public Acts of 1065 of the State of Michigan, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All Police Authority Officers excluding supervisory and executive personnel.

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, as amended for the duration of this agreement.

### ARTICLE 3 MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment over which the Board is legally required to bargain and which are legally in effect at the execution of this Agreement shall, except as modified herein, be maintained during the terms of this Agreement, and shall not be unilaterally changed, provided that this provision shall not affect the authority of the Board. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

The Chief of Security shall have the right to adopt reasonable rules and regulation, though this Agreement shall supersede such existing rules and regulations inconsistent herewith. Before implementing any changes in such existing rules, the Chief of Security shall notify the Association and discuss the changes with the Association. Emergency situations shall be exempted from this provision.

### ARTICLE 4 BOARD RIGHTS

- Item 1        Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- Item 2        It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- 2.1        Manage and control its business, its equipment and its operations and to direct the workforce and affairs of the Board.
  - 2.2        Continue its rights, policies, practices of assignments and direction of its personnel, determine the number of personnel and scheduling of all the foregoing and the right to establish, modify or change any work or business or school hours or days.
  - 2.3        Direct the workforce, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the workforce, job content and to layoff employees.
  - 2.4        Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including

- automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
- 2.5 Adopt reasonable employee rules and regulations.
  - 2.6 Determine the qualifications of employees, including physical conditions.
  - 2.7 Determine number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions thereof and the relation of closing of offices, department, divisions or sub-divisions, buildings or other facilities.
  - 2.8 Determine the placement of operations, production, service maintenance or distribution of work and the source of materials and supplies.
  - 2.9 Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
  - 2.10 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  - 2.11 Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.
  - 2.12 Establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference etc., by employees, including special programs. Employees who are required by the Board to attend the aforementioned activities will do so at no cost to the employee.
  - 2.13 Extend or curtail any or all services presently provided in that the fiscal capacity of the School District is predicted solely upon taxes and other public funds.
  - 2.14 Establish a chain of command necessary to promote a safe school environment.

Item 3      The Code of Conduct (see Exhibit E) will be incorporated into the contract.

## ARTICLE 5 EMPLOYEE RIGHTS

Nothing contained in this Agreement shall be construed to deny or to restrict rights conferred by the Michigan Employment Relations Act, the Michigan General School Laws, or application laws or regulations and the Constitutions of Michigan and the United States. The rights granted

of employees in this Agreement shall be deemed in addition to those proved by the board policy or established procedure. The Board shall not directly or indirectly discourage employees in the employment of the above rights nor shall they be discriminated against in any way because of their activities in the Association to achieve these rights.

**Use of District Buildings:** The Association shall be permitted to use school buildings for regular and special business meetings of the Association and for committee meetings on Association business, provided that such use is requested and can be arranged in advance without disrupting other commitments or use of premises and does not incur additional cost to the Board. The normal school operation employee assignments and the management of pupils shall not be disrupted as well.

**Access to District/Member Information:** In response to reasonable requests, the Board shall provide the Association with information concerning the financial resources of the District, including the annual financial reports and audits, preliminary and final budget documents, treasurer's reports, agendas and minutes of Board meetings and membership data. Information on file in the personnel office on bargaining unit members as well as other recorded information that is readily available to assist the Association in representing employees, shall be available to assist the Association.

**Release Time:** The association's President and Vice President shall be granted release time not to exceed ten (10) days without pay to take part in out of district business which pertains to the Association. The Association shall provide a written request at least five (5) days prior to the date requested. Release time requests shall be submitted to the Chief of Security and approved at his discretion on availability and the need of the district.

## ARTICLE 6 DEDUCTION OF DUES

Employees hired by the Board as a condition of continued employment, shall become a member of the Association or pay to the Association a sum equivalent to the dues of the Association. Each member will be required to complete a Dues Check-Off Authorization Form to be submitted to the Board on the date of hire.

Employees who are represented by the Association may authorize the Board to pay their service fees or dues to M.A.P. and to deduct the amount of the dues or service fees from each bi-weekly paycheck. Deduction in dues shall begin with the first regular paycheck of the school year and continue to the last paycheck for the school year.

Upon receipt of an invoice from M.A.P. the Board will submit payment of authorized dues along with a list of members whom the deductions have been made, the amount deducted and indicating any changes in personnel from the list previously furnished.



Members that are laid off, off for the summer, rehired, or reinstated shall have their dues or service fees automatically deducted upon return to employment with the School District without signing another written authorization form.

Employees of the School District that are demoted or transfer into the Association, shall as a condition of continued employment become a member of the Association or pay the Association a sum equivalent to the dues of the Association.

## ARTICLE 7 HOURS OF EMPLOYMENT

- Item 1        The Board shall determine the hours of employment of employees. The total hours assigned each employee shall be determined by needs of each individual school program. Employees shall be offered the most hours available as determined by the Board.
- Item 2        The lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the building and/or department. Such lunch period shall be considered a part of the regular paid workday and shall be a minimum of thirty (30) minutes.
- Item 3        Employees working eight (8) hours per day shall be entitled to two (2) fifteen minute daily rest periods. Rest periods shall be considered as a part of the regular paid workday and shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Employees shall be on call at times including lunch and rest periods.
- Item 4        The daily schedule may be adjusted to allow attendance of required meetings beyond the regular workday.
- Item 5        Employees shall receive time and one-half (1 ½) for all hours worked in excess of forty (40) paid hours in any workweek, or for work on Saturdays, Sundays, holidays.
- Item 6        The availability of overtime and the number of available hours shall be determined solely by the District. Overtime work shall be distributed equally to employees in the same building who have completed their probationary period. A continuous record of overtime hours charged to each employee shall be kept by the Chief of Security or his designee and shall be posted on the departmental bulletin board.
- Item 7        The opportunity to work overtime shall be offered to the employee who has the least number of overtime hours credited at the time. If this employee does not accept the assignment, the employee will be charged for the overtime hours

involved and the employee with the next higher number of overtime hours credited shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. If an employee is absent with pay when overtime is offered, the employee will be placed on the list based on their hours.

- Item 8. It shall be understood that each officer may be required to perform overtime duty, but overtime shall be distributed in a fair and equitable manner. There shall be an attempt to equalize overtime within the department. In the event that the Chief of Security or his/her designee cannot reach an employee during their shift or otherwise to offer overtime, or the employee refuses the overtime, the employee shall be charged with those overtime hours unless it is within 12 hours of the event.

## ARTICLE 8 OTHER CONDITIONS OF EMPLOYMENT

### Section A. Transfers

- Item 1 A transfer is a lateral move from one building to another within the same job classification and with the same wage compensation.

Employees that are interested in changing positions shall submit a request form to the Personnel Department within the time specified on the posting.

- Item 2 The Board shall have the right to determine the assignment of employees.

- Item 3 Whenever permanent vacancies or new positions are posted, qualified employees shall be provided an opportunity to interview and/or test for the position. The most qualified employee applying for the vacancy shall be selected. A position that has been vacated by an employee who has retired, quit or been discharged by the Board shall be posted no later than ten (10) working days after said employee vacates the position, unless the Board has determined that the position will not be filled.

Whenever a permanent vacancy arises, the Board shall post a notice of such vacancy on each designated bulletin board of a period not less than ten (10) calendar days. The notice shall include a description of the job and any qualifications the successful candidate must possess, starting and ending times, the low and high wage of the position, location of the actual job site. Any employee interested in submitting a bid on any posted position shall do so in accordance with directions included on the posting.

An employee must remain in the assigned classification for one (1) year except when awarded a position in a higher classification or when the Board determines that a transfer is necessary to ensure the efficiency of operations.

Item 4 When involuntary transfers from one building to another are necessary, volunteers will be solicited. If volunteers are not available, the District will assign staff in the best interest of student safety. Involuntary transfers shall not be a form of discipline.

Item 5 Administration shall only make internal transfers which are in the best interest of the district and upon five (5) days notification to the affected employee with a copy to the Association, except in cases of emergencies.

### **Section B. Postings**

Job vacancies in positions of shall be posted in all schools during the regular school year prior to the filling of vacancies. Job vacancies will be posted on the staff bulletin board. A copy of job postings and notification of employees awarded posted vacancies shall be sent to the Association President by the Board in writing. In the event a posted vacancy is not to be staffed, employees responding to the positing and the Association President shall be notified.

### **Section C. Substitutes**

Item 1 Substitutes may be used to fill the position of an employee who is on an approved leave for the duration of such leave or the end of the fiscal year, whichever occurs first.

Item 2 An employee will inform the District at the time of layoff if he/she is interested in substitute work. Unless otherwise determined by the District, substitute work in the bargaining unit will be awarded from among those qualified who have so informed the District. Substitutes will only be used for overtime if regular bargaining unit members are not available. All substitutes will be paid at the rate of \$12.00/hour with no benefits.

### **Section D. PA 330 Certification**

As a condition of employment, bargaining unit members are required to maintain PA 330 certification. The employer agrees to provide the annual training necessary for PA 330 Certification. Employees are required to attend such training. If an employee fails to attend the training provided by the district, the employee is responsible to obtain training on his/her own.

### **Section E. Seniority**

Item 1 One school year (194 work days) of a new employee's employment shall be a probationary period. A probationary employee shall have no security in the classification in which employed and may be discharged at any time during the probationary period, if in the opinion of the Board the employee is not suited to the District's needs.

- Item 2 An employee continued in employment for more than one school year (194 work days) shall have seniority rights within the District. Such seniority shall be computed from the date of employment in this unit and is defined as length of continuous service in this unit.
- Item 3 All seniority rights shall terminate by reason of layoff after eighteen (18) months from the date of layoff or if the employee fails to return to work when recalled in accordance with the Recall Section in the Article.
- Item 4 The Board shall maintain an up-to-date seniority list at all times and make this available to the Association upon request. The seniority list shall include the employee's name, job title, work location, rate of pay, number of hours worked and date of hire.
- 4.1 If two (2) or more employees have an identical period of bargaining unit seniority, seniority shall be determined by the alphabetical order of the last name from A to Z at the time of hire.
- Item 5 An employee's seniority shall terminate if the employee:
- 5.1 Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure;
- 5.2 Is absent from work for three (3) consecutive days without notifying the supervisor prior to such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.
- 5.3 Following a layoff for lack of work or funds, the employee fails or refuses to notify the Board of his/her intention to return to work within three (3) calendar days after written notice, sent by certified mail of such recall, is sent to the employee's last address on record with the Board or, having notified the Board of his/her intent to return, fails to do so within five (5) calendar days after the receipt of such notice or upon the day established for the employee's return, whichever is later.
- 5.4 Fails to request a leave of absence or does not return to work within three (3) workdays immediately following the termination of a leave of absence or vacation, unless, in the latter case, the employee presents a justifiable reason acceptable to the Board that it was impossible for him/her to return at the expiration of such leave or vacation.
- 5.5 Is laid off for lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of layoff or eighteen (18) months, whichever is greater.
- 5.6 Notwithstanding the above, this section shall not be deemed to include all grounds for discharge.

**Section F. Layoff**

- Item 1            Reductions in the workforce shall be effected through the following procedures:
- 1.1      Probationary employees in the affected classification and/or program shall be immediately laid off first.
  - 1.2      Layoff shall be done in reverse order of hire date. Any ties shall be resolved by the employee's last name at the time of hire from Z to A.
- Item 2            Employees to be laid off shall be given at least ten (10) calendar days advance written notice of the layoff except when the layoff is caused by circumstances beyond the Board's control.
- Item 3            In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Board, employees immediately affected may be laid off without notice and regard for seniority.
- Item 4            Laid off employees must accept recall to positions with the same or higher rate of pay or with the same number of working hours as his/her original position for which he/she qualifies. Employees who refuse recall to positions with the same or higher rate of pay or same number of working hours shall be stricken from the recall list, and seniority shall terminate.
- 4.1      If an employee accepts a position, his/her name shall be removed from the recall list. The employee shall be able to bid on posted positions.
  - 4.2      An employee may refuse recall to a position with fewer hours than his/her original position without losing his/her rights to recall.
  - 4.3      An employee will inform the Board in writing at the time of layoff that he/she is interested in recall to a position. Failure to do so within ten (10) calendar days from the date of layoff will result in being stricken from the recall list.
  - 4.4      An employee who refuses recall to a position with fewer hours or a lower rate of pay shall not be offered recall to such positions.
- Item 5            Proposed reductions in personnel shall be reviewed with the Association prior to being submitted for approval to the School Board and implementation. These discussions will cover, but not be limited to, the necessity of reduction, the degree of reduction, the financial situation of the School District and the educational plans.
- Item 6            When a reduction in the workforce is necessary or program/building closing, affects employees, the district will reassign employees to the extent of the available positions.

## Section G. Recall

Item 1 Recall shall be done on the basis of experience as determined by the Chief of Security, after meeting and conferring with the union regarding the same. Recall shall be by written letter to the employee's last known address on file with the Board. The letter shall require that the employee report for work within five (5) calendar days after the date of delivery or proof of non-delivery.

The Board may discharge an employee who fails to inform the Board of his/her intention to return to work within five (5) calendar days after receipt of the written notice of such recall, or having notified the Board of his/her intent to return, fails to do so within five (5) calendar days after such notice is received or upon the day established by the Board for his/her return, whichever is later.

Item 2 The Board shall remove an employee from the recall list if the employee has been laid off for lack of work or funds for a continuous period of eighteen (18) months.

## Section H. Assignment of Summer Work

Employees for summer work shall be selected in the following manner:

All employees shall be split into three groups according to their last name at the time of hire. The three groups shall be in accordance with the following groupings: A-J, K-R, and S-Z.

Each year summer work shall be rotated amongst the aforementioned groups to ensure an equitable distribution of the same. Moreover, summer work shall be assigned progressively to employees in each group by last name. In the event an employee received summer work the previous school year they shall be ineligible for work the following summer until all other bargaining unit members have been placed or have refused the assignment.

## Section I. Evaluation and Supervision

Item 1 All Police Authority Officers shall be supervised by and report to the Chief of Security and the building principal or his/her designee. Each employee will be evaluated every year after the completion of the probationary period. Probationary employees will be observed and/or evaluated at the discretion of the Board.

Item 2 Those employees being evaluated will be notified in writing by the Chief of Security.

Item 3 The Chief of Security, the employee and a building administrator shall meet in a pre-evaluation conference to discuss at least one mutually agreeable professional goal to be worked on during the school year. The employee, the Chief of Security and the building administrator will discuss strategies for accomplishing the goal, resources available to aid in the accomplishment of the goal and the desired outcomes. They shall set a mutually agreeable date for the submission of the employee's written plan for accomplishment of the goal.

- Item 4 At the pre-evaluation conference, the employee, the Chief of Security and administrator will discuss whether observations will be scheduled by the administrator as part of the evaluation process. The final decision with respect to observation is reserved to the Chief of Security. The time of the observation shall be determined by the Chief of Security. All observations shall be reduced to writing and discussed with the employee.
- Item 5 The final evaluation form will be discussed with the employee and progress on the mutually agreed upon goal will be included in the discussion. A copy of the completed form shall be provided to the employee and shall be placed in the employee's personnel file.
- Item 6 If the Chief of Security and/or the administrator believe an employee is doing unacceptable work, the reasons shall be set forth in specific terms together with identification of the specific ways in which the employee is to improve, and of the assistance to be given by the employer towards that improvement. After a reasonable time for improvement, a follow-up review of any areas where performance deficiencies were reported shall take place. If the employee fails to make adequate improvement, the employee may be subject to adverse employment action up to and including termination.

#### **Section J. Discipline**

- Item 1 All information in the personnel files of the District regarding member's in the bargaining unit shall be treated in strict confidence by the Board.
- Item 2 Disciplinary action shall include oral reprimand, written reprimand, suspension and dismissal. Depending on the severity of the offense, discipline may begin with any disciplinary actions.
- Item 3 No non-probationary employee shall be disciplined without just cause.
- Item 4 Discipline shall occur if the employee fails to perform the duties required of the position in an acceptable manner, neglects the duties and responsibilities of the position or demonstrates inappropriate behavior or any other basis deemed appropriate by the Board.
- Item 5 An employee may request and shall be entitled to have an Association representative present when being disciplined. Any disciplinary action shall be done in privacy and in a discreet manner.
- Item 6 An employee is not required to provide a written statement regarding an incident without the opportunity to consult with a union representative, however, the District may require the employee to make a verbal statement immediately. Upon request, the employee is required to provide a complete written statement within two (2) work days.

- Item 7 All allegations of misconduct not substantiated shall not be made a part of the member's official personnel file.
- Item 8 Upon mutual agreement between the Board and the Union, disciplinary action may be removed from the employee's personnel file after a period of two (2) calendar years provided the employee has had no further discipline during that time. Where required by law, the Board may maintain files for more than two (2) years.

### **Section K. Safety**

A safety advisory committee shall be established to develop and report to the Chief of Security recommendations which will improve the safety of the working conditions of employees. Two (2) members selected by the Association shall serve on the safety committee.

### **Section L. Health Requirements**

- Item 1 New employees shall provide proof of freedom from tuberculosis no later than fourteen (14) days after employment. It must be current within the last year. In case free service is not available, employees shall furnish proof at their own expense.
- Item 2 Current employees shall furnish annual or triennial proof of freedom from tuberculosis as determined by the County Health Department. This may be done by x-ray or skin test.

### **Section M. Staff Meetings**

Except where exigent circumstances exist that in the discretion of the Chief of Security require otherwise, members shall not be required to attend more than one unpaid afterschool staff meeting per calendar month, which shall not exceed one hour. Additional staff meeting/training sessions shall take place when students have a half- day of school.

## **ARTICLE 9 GRIEVANCE PROCEDURES**

### **Purpose**

The purpose of the grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time-to-time within the definition of a grievance.



**Definition**

An employee with a complaint considered to be a violation of any of the provisions of the Agreement may register a complaint in the following manner:

**Level One**

The grievance must be presented to the immediate supervisor within five (5) workdays after the date of the occurrence or within twenty (20) workdays should extenuating circumstances exist. A written knowledge thereof or response will be provided within five (5) days.

**Level Two**

If the employee is not satisfied at Level One, a written grievance shall be filed with the designated administrator in the Personnel Department within five (5) workdays of the Level One hearing. The designated administrator in the Personnel Department shall review the claim and provide a hearing within five (5) workdays of receipt of the claim. The Association representative(s), Board representative(s) and grievant shall be present at this hearing. A written decision shall be issued to the Association and the grievant within five (5) workdays after the hearing.

**Level Three**

If the grievant is not satisfied at Level Two, a written grievance shall be filed with the administrator designated to hear Level Three grievances within five (5) workdays of the written decision at Level Two. The administrator designated to hear Level Three grievances shall review the claim and provide a hearing within five (5) workdays of receipt of the claim. The Association representative(s), Board representative(s) and the grievant shall be present at this hearing. A written decision shall be issued to the Association and the grievant within five (5) workdays after the hearing.

**Level Four**

If the Association is not satisfied at Level Three, the Association shall within fifteen (15) workdays of the written decision at Level Three and by written notice to the Board, request arbitration. The cost of the arbitrator's services, including expenses if any, shall be borne equally by the Association and the Board.

Within ten (10) workdays after such notice to arbitrate, the Association and the Board shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator. The arbitrator so selected will hear the matter as promptly as possible and will issue the decision within thirty (30) days from the date of the close of hearings. The arbitrator's decision shall be in writing and will set forth findings of facts, reasoning and conclusions on the issue submitted.

The arbitrator's powers stem from this Agreement. The arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the

terms of this Agreement. The decision of the arbitrator shall be advisory to the Board.

### Association Representation

The employee at any step in the grievance procedure may request and have representation. Representative/s shall be permitted a reasonable amount of time in which to investigate grievances and must get authorization from their supervisor prior to leaving job assignment.

### Exceptions

Nothing contained herein shall limit the right of an employee with a grievance to discuss the matter informally with any supervisory or administrative personnel, or to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

### Time Limits

No grievance shall be processed unless it is presented within five (5) workdays of its occurrence or within twenty (20) workdays should extenuating circumstances exist. The time limits set forth in Level One through Four may be extended upon mutual consent of the parties. The time limits set forth herein or agreed upon shall be adhered to by both parties. In the event the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed settled on the basis of the Board's last answer at any level of the grievance procedure within the specified time limits, the Association may pursue the grievance at the next Level.

## ARTICLE 10 NO STRIKE CLAUSE

Item 1 Association officers and/or employees for the term of this Agreement and/or while negotiations are in progress shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336 and as amended or may be hereinafter amended by Public Act 379 or any other appropriate act.

Strike shall also be defined to include slowdowns, stoppages, sit-in, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation or the rights, privileges, or obligations of employment and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the District.

Item 2 In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible by:

- 2.1 Delivering immediately to the Board a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and
  - 2.2 Taking such other action which it deems reasonable and appropriate to bring compliance with the terms of this Agreement.
  - 2.3 Taking prompt, affirmative action to prevent strikes and picketing or any other action as described in this Article by notifying the employees and the public that the Association and its officers and membership disavow their actions.
- Item 3 There shall be no liability for damages on the part of the Association if it promptly takes such action as indicated herein.
- Item 4 Should difference arise between the Board on the part of the Association if it promptly takes such action as indicated herein.
- Item 5 The Association agrees the Board has the right to discipline, including discharge, any or all employees who violate this Article.

## ARTICLE 11 PAID LEAVE

### Section A. Leave Days

- Item 1 Each employee who works one hundred- twenty (120) or more regular hours per month shall earn one (1) leave day per month. This section includes holidays and scheduled unpaid breaks as worked hours. These days may be used for the following reasons:
- 1.1 Personal illness, disability or quarantine of the employee.
  - 1.2 Serious illness in the immediate household of the employee if it is necessary for the employee to attend to the needs of the individual who is ill.
  - 1.3 Death in the family.
- Item 2 Proof of illness, disability or death may be required upon request.
- Item 3 The unused portion of the leave days shall accumulate to one hundred (100) days.
- Item 4 An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) workdays) shall have time deducted from the employee's accumulated sick leave at the rate of one-half (1/2) day for each day for which compensation is received. The total income

received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.

Item 5 All leave accumulated by an employee shall be forfeited if the employee resigns or is dismissed.

Item 6 Improper use of paid leave days may be grounds for disciplinary action, up to and including termination.

Item 7 The District's Attendance Policy (see attachment will be incorporated into the contract.

**Section B. Personal Business Leave Days**

Item 1 Three (3) days per school year may be used as approved leave days.

Item 2 Personal Business days shall be deducted from accumulated leave days.

Item 3 Compensation time may be used in lieu of Personal Business Leave Days.

Item 4 Personal Business days may be used, but not limited to, for the following reasons:

4.1 Registration for on-campus college or university courses when such registration cannot be accomplished at a time other than the employee's regular work hours.

4.2 Religious holiday which require absence from work.

4.3 Transaction of legal business when it cannot be done at a time other than the employee's regular work hours.

4.4 Emergencies such as home fires which require the employee's presence.

4.5 Leaves denied by immediate supervisors may be appealed with the Director of Personnel.

## ARTICLE 12 UNPAID LEAVE

- Item 1 Leaves of absence without pay may be recommended by the Chief of Security for serious illness, disability, quarantine, injury or disability in the immediate family or for education. Leave reasons and procedures are as follows:
- 1.1 Certified personal illness, disability or quarantine.
    - 1.1.1 To apply for such a leave, a request must be presented in writing to chief of security. Proof of illness, disability or quarantine may be submitted to the Personnel Department. The Board may require the employee to see a physician of its choice to verify the health condition.
    - 1.1.2 In the event the personal illness or disability could affect the employee's ability to perform assigned responsibilities, the Board may require the employee to provide on a monthly basis a physician's certificate that the employee is able to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.
    - 1.1.3 To return from such leave, the employee shall immediately notify the Board in writing of the change to indicate anticipated return to work date and provide a physician's certification of ability to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.
  - 1.3 Education
    - 1.3.1 To apply for such a leave, a written request must be presented to the Personnel Department accompanied by the study program which the employee is to pursue.
  - 1.4 Association Business
    - 1.4.1 To apply for such leave, a written request must be presented to the Personnel Department accompanied by appropriate certification that the employee holds a full-time position with the Association.
  - 1.5 All employees entering active duty for the United States military service shall have return rights for employment governed by applicable Veteran Reemployment Rights Law, copy of which shall be kept on file in the Personnel Office.

- Item 2 To be eligible for a leave of absence, an employee must have been employed by the Board at least two (2) years, except where leaves are required by applicable Federal and State law.
- Item 3 Leave of absence shall be granted for a maximum of one (1) year and shall be renewable annually to a maximum of one (1) year. Seniority shall not accumulate during such leave and will be broken. Employment shall be terminated if (1) the leave procedures are not followed, (2) a written request and appropriate certification for leave renewal is not made annually, (3) the employee fails to notify the Board when the unpaid leave reason or condition no longer exists, (4) the employee accepts other employment while on leave, or (5) The employee fails to return to work at the expiration of the leave.
- Item 4 The employee's position will be guaranteed on return from a leave of absence if the employee returns from a leave of absence before the end of the fiscal year in which the leave was granted and the position is available.
- 4.1 In the event that the employee's position is unavailable as a result of a reduction in the workforce, the employee shall be listed on the appropriate place on the recall list.
- Item 5 Employees regularly working less than twenty (20) hours per week shall be excluded from the provisions of this Article.
- Item 6 An employee who qualifies for leave of absence shall submit a written request, accompanied by appropriate documentation, to the Personnel Department no later than four (4) calendar weeks after expiration of sick bank, or the last day of work, as appropriate. During this four (4) calendar-week period, the employee's position and all benefits, less salary related thereto, will remain in full force and effect provided the employee:
- 6.1 Provides a physician's statement certifying the illness or injury and anticipated return to work date no later than seven (7) calendar days after expiration of sick bank or last day of work, as appropriate.
- 6.2 Makes reasonable effort to keep the immediate supervisor informed of the most likely date of return to work. Reasonable effort is defined as at least weekly telephone contact. If an employee fails to make such a reasonable effort employee fails to report for duty or apply for a leave of absence prior to the expiration of the four (4) calendar week-period, such failure shall be considered a voluntary quit.
- 6.2.1 Another job is not a justifiable reason for absence.
- Item 8 The employer agrees to adhere to the applicable state and federal law.

## ARTICLE 13 BENEFITS

### Section A. Health

The Board shall provide health benefits for full time employees hired on or before July 1, 2010, who apply. The Board will pay a health insurance premium of up to \$550/month for single coverage, \$1,250/month for two (2) person coverage, and \$1,350/month for full family coverage. These rates will remain in force for the duration of this agreement.

Effective April 1, 2011, if the cost of health insurance premiums exceed the limits set in the prior paragraph, the employee will bear the difference between the amount paid by the District and that higher cost by bi-weekly payroll deduction.

#### Opt Out Provision

Any employee who opts out of District coverage, for the next fiscal year, by June 1 of each year will receive a \$3,600 stipend payable in two (2) installments (December 1 and June 30).

### Section B. Life Insurance

- Item 1      Upon submission of written application, the Board shall provide to employees who regularly work a minimum of forty (40) hours per week term life insurance protection in the amount of fifteen thousand (\$15,000) dollars that shall be paid to the employee's designated beneficiary. The term life insurance program shall also provide for double indemnity in the event of accidental death and dismemberment and a scheduled amount payable according to severity and loss in the event of dismemberment. The duration and level of benefits will be in accordance with ADEA (Age Discrimination in Employment Act) guidelines.
- Item 2      To become eligible for the term life benefit, employees must be at work and able to perform all required duties on the day the benefit becomes effective.
- Item 3      Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Employees electing the right of conversion in order to keep their term life insurance carrier within thirty (30) days of their last day of employment. Thirty (30) day extension on fringe benefits after the leave bank has expired.
- Item 4      The term life insurance program shall be provided within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.

### Section C. Optical Benefits

The Board shall provide employees who apply a group optical plan. Should the cost of the coverage exceed seventy-five (\$75.00) dollars per employee per year, the employee shall pay the additional cost. The Board and the Association shall jointly determine the specifications of such coverage.

### Section D. Dental Benefits

Employees who regularly work a minimum of forty (40) hours per week will be furnished a family dental plan as follows:

|               |                                       |
|---------------|---------------------------------------|
| 100% Class I  | Preventive                            |
| 90% Class II  | Oral Surgery, Endodontic, Periodontic |
| 60% Class III | Prosthodontic                         |
| 50% Class IV  | Orthodontic                           |

Maximum benefit for Class I, II and III: \$1,500.00 per year each family member enrolled. The benefit for Class IV is a \$1,000.00 lifetime maximum for each eligible family member.

### Section E. Holidays

- Item 1      Memorial Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, Good Friday and Easter Monday are holidays for eligible employees without loss of pay providing the employee works the last workday prior to the holiday and the first workday after the holiday unless excused through legitimate illness. July 4 and Labor Day are paid holidays for employees scheduled to work on that date.
- Item 2      The Board may require a doctor's statement that the employee was disable on the last workday prior to the holiday and/or the first workday after the holiday.
- Item 3      If a holiday falls on Sunday, the following Monday will be a holiday if school is not in session. If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday providing school is not in session. If a holiday falls on Saturday, the day of Friday immediately prior to the holiday shall be a holiday providing school is not in session. If an employee were to lose a holiday because school is in session, an alternate day shall be determined by the board
- Item 4      The holiday pay shall be a sum computed by multiplying the employee's current hourly rate of pay times the number of hours in the normal workday.
- Item 5      Employees working less than twenty (40) hours per week shall not be eligible for this benefit.

### Section F. Equalization of Overtime

The Chief of Security shall maintain a list of scheduled overtime. It shall be understood that each officer may be required to perform overtime duty, but overtime shall be distributed in a fair and



equitable manner. There shall be an attempt to equalize overtime over the period of each school year in accordance with the needs of the District.

It is understood that overtime related to building activities shall not be required to be equalized among the entire membership, just the members assigned to that building. All other scheduled overtime, i.e. sports events, dances, and any other event that may require security shall be subject to equalization with the bargaining unit.

PAO may be utilized at any events held on District property that are deemed to require security.

### **Section G. Compensatory**

When the Employer determines that it is necessary to assign a Police Authority Officer to cover an athletic or other special event that occurs at a time different than the employee's regularly scheduled work hours, this assignment may be scheduled in one of the following ways:

- Item 1      With a minimum of two weeks notice to the employee, the Employer may reschedule the employee's regularly scheduled work hours within the week or on the day in which the athletic or other special event is scheduled to provide sufficient consecutive work hours to cover the event. Work hours scheduled in this manner shall be paid at the employee's regular hourly rate of pay.
- Item 2      An employee may be assigned overtime hours to cover an athletic or other special event. When an employee has been assigned overtime, he/she shall be compensated at one and one-half times his/her regular hourly rate of pay.
- Item 3      An employee may be assigned overtime hours and upon mutual agreement between the employee and employer may be paid in compensatory ("comp") time to cover an athletic or other special event. The employee must make a written request that the hours for the event are paid as comp time. When an employee has been assigned overtime in this manner, he/she shall earn one and one-half hours off for every hour of overtime he/she worked.

Annually, bargaining unit members shall be limited to the number of comp time days/hours they may earn for overtime work in connection with coverage of athletic and other special events. Compensatory time shall be used at mutually agreeable time and shall not carry over from year to year. Compensatory time not used by the end of the school year shall be paid to the employee in their first paycheck after the school year has ended. Use of compensatory time must have prior approval from the Chief of Security. Bargaining unit employees may accumulate up to 40 hours of compensatory time during the course of the school year. ~~To earn this time off employees must work 26.6 scheduled overtime hours.~~ No comp time may be accrued, however unless the central office has approved such accrual in advance.

Employees wishing to use comp time days off are encouraged to arrange for scheduling time off well in advance. Arrangements for scheduling comp time

days are to be made between the employee and the Chief of Security. All requests must be made a minimum of five (5) days in advance of taking the time off. Employees must take comp time days off when school activities are minimal. The employer will allow employees to take accumulated comp time, personal time or vacation respectively during non-instructional days except for mandatory training days as designated by the Chief of Security

Employees must accumulate sufficient overtime hours in advance of taking a comp time day off. Comp time days may be taken only in half-day or full-day increments. Employees shall not be permitted to schedule comp time days in conjunction with vacation periods or immediately before and after a paid holiday when school is in session for students unless otherwise approved by the Chief of Security. Comp time shall not be used immediately before or after personal leave or sick leave. Employees are expected to schedule the use of all accumulated comp time during the school year in which it was earned.

All records of compensation time shall be maintained by the office of Human Resources. Such records shall be made available for review at reasonable times. All disputes regarding such records shall be resolved by the Human Resources Director and shall be final and binding.

#### **Section H. Inclement Weather**

Should it be necessary for the District to close a school or schools, the Police Authority Officers scheduled to work will be paid the normal hours of pay provided the employee provides any assistance requested of them by the District.

#### **Section I. Jury Duty and Court Service**

An employee who is summoned and reports for jury duty as prescribed by applicable law or who is subpoenaed to serve as a witness in a court action involving the Board arising out of employment shall be paid by the Board an amount equal to the difference between the amount of wages the employee would otherwise have earned by working for the Board on that day, plus court paid mileage, and the daily jury fees or witness fees paid or ordered paid by the Court. The employee shall submit to the district any check received from the court. Such leaves shall not be charged against the employee's leave days.

#### **Section J. Liability Insurance**

If any Police Authority Officer is complained against or sued as a result of any action taken by the officer in the scope of their employment, the Board shall provide legal counsel and render all necessary assistance to the officer in their defense. In addition, the Board shall provide protection to officers under its liability policy in the amount of \$1,000,000 judgment.

### **Section K. Worker's Compensation**

An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) workdays) shall have time deducted from the employee's accumulated sick leave at the rate of one-half (1/2) day for each day for which compensation is received. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.

### **Section L. Family Medical Leave Act**

Item 1        The employer agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations and the State leave law and its regulations for all eligible employees in the bargaining unit.

1.1        An eligible employee who has been granted an FMLA leave for the employee or a family member as provided by the Act, shall have the option to use accrued paid leave time and/or vacation time during the life of the FMLA leave for the purpose of maintaining pay.

### **Section M. Retirement**

Police Authority Officers employed by the Pontiac School District are members of the Michigan Public School Employees Retirement System in compliance with Public Act 300 of 1980 as amended (the "Act"). Retirement eligibility and benefits are determined under the provisions of the Act and administered by the Office of Retirement Services Department of Management and Budget of the State of Michigan.

### **Section N. Uniforms**

Effective July 1, 2011, each new member of the bargaining unit shall be provided an appropriate uniform by the District.

Each employee shall be eligible to purchase up to \$150 of replacement for approved clothing each Fall. The District will reimburse employees for clothing purchased when presented with a receipt. In exceptional circumstances, subject to the approval of the Chief of Security, replacements may be issued to officers. It shall be the employee's responsibility for the proper case and cleaning of the uniforms.

### ARTICLE 14 SALARY SCHEDULE

#### Section A. Salary Schedule

Each Police Authority Officer shall receive his/her compensation in twenty-two (22) pays for the school year. All payments shall be made by direct deposit.

| Years of Experience | Hourly Rate |
|---------------------|-------------|
| 0 years             | \$15.00     |
| 0-1 years           | \$15.50     |
| 1-2 years           | \$16.00     |
| 2-3 years           | \$16.50     |
| 3-4 years           | \$17.00     |
| 4-5 years           | \$17.50     |
| 5+ years            | \$18.00     |

*Hired in at this rate but stay at same rate*

#### Section B. Computation of Wages

Each Police Authority officer may elect annually to receive his/her compensation in 23 pays or 26 pays. Annual pay will be made in equal installments September through August. Election of the number of pays must be made before July 31, for the following school year. Employees may not change the number of pays selected during the school year.

### ARTICLE 15 DRUG SCREEN POLICY

- Item 1 Purpose
- 1.1 There is sufficient evidence to conclude that use of illegal drugs, drug dependence and drug abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs and narcotics by police employees is a crime in this jurisdiction, and clearly unacceptable, There are unique corruption hazards associated with drug possession and use by the School Police Authority Officers.
  - 1.2 The Pontiac School District and the School Police Authority Officers have adopted this written policy to ensure the School Police Authority Officers member's fitness for duty as a condition of employment; to ensure drug tests are ordered based on reasonable and objective basis, following an established written policy and procedure; and where the employee knows testing is a requirement of employment.
  - 1.3 Purposes of this policy are as follows:

- 1.3.1. To establish and maintain a safe, healthy working environment for School Police Authority Officers members;
  - 1.3.2. To reduce the incidence of accidental injury to person or property;
  - 1.3.3. To reduce absenteeism, tardiness and poor job performance;
  - 1.3.4. To ensure the credible reputation of the School District and its Police Authority Officers in its mission to serve the students and parents and to protect the employees; and
  - 1.3.5. To prevent liability against both the School District and the Police Authority Officers members by ensuring that Police Authority Officers members can perform their duties without endangering themselves or the public.
- 1.4. Provisions of this policy shall not necessarily supplant the disciplinary procedures as set forth in the district's policies, procedures, rules and regulations.

Item 2. Definitions

- 2.1. Employee. All members of the School Police Authority Officers -- permanent and/or temporary.
- 2.2. Drug Test. A urinalysis/blood test administered under approved conditions and procedures to detect drugs.
- 2.3. Alcohol Test. Withdrawal of blood under approved conditions and procedures to detect alcohol.
- 2.4. Reasonable Suspicion. An articulable belief that an employee uses illegal drugs drawn from specific and particularized facts and reasonable inferences drawn from those facts.

Item 3. General Rules

- 3.1. District employees shall not possess any narcotic or dangerous chemical substance except in the lawful course of duty or unless prescribed by a person licensed to practice medicine.
- 3.2. Employees who are required to take prescription medicine shall notify their immediate supervisors of the medication prescribed and the nature of the illness or injury. Any statutory defined illegal use of drugs by an employee, whether at or outside district employment, may be grounds for termination.
- 3.3. All property, owned and/or controlled by the district is subject to inspection at any time in without notice as there is no expectation of privacy. A member may request union representation.

- 3.4 Use, Possession or Sale of Illegal Drugs or Controlled Substances. The use, possession or sale of illegal drugs or controlled substances as defined in Michigan compiled laws annotated 333.7212 and 333.7214, by School Police Authority Officer members, when not prescribed by a licensed medical practitioner, is strictly forbidden and such use, possession or sale will subject an employee to discharge.
- 3.5 Use or Possession of Prescription Drugs. No prescription drug shall be brought upon District controlled property by any person other than the person for whom the drug is prescribed by a licensed medical practitioner and shall be used only in the manner, combination and quantity prescribed.
- 3.6 Use and/or Possession of Intoxicants. A member shall not purchase or consume intoxicating beverage on duty.
  - 3.6.1 Members while off duty shall refrain from consuming intoxicating beverages to the extent that it results in public intoxication, obnoxious or offensive behavior, which discredits them or the department or renders the member unfit to report for his/her next scheduled tour of duty.
  - 3.6.2 Any member whose abuse of intoxicants results in a pattern or abnormal conduct or erratic behavior including, but not limited to, excessive absenteeism, tardiness, indifferent job performance, poor work, or is the cause of accidents to his/her person or other persons, may face discipline up to and including termination.

Item 4 Reasonable Suspicion Testing Standards

- 4.1 The Chief of Security, or his designee, is authorized to cause a test of an employee when there is a reasonable suspicion that the employee uses illegal drugs, prescription drugs or alcohol in violation of this policy.
- 4.2 Reasonable suspicion that an employee uses illegal drugs, prescription drugs or alcohol in violation of this policy may be based upon among other things:
  - 4.2.1 Observable phenomena such as direct observation of drug use and/or the physical symptoms of being under the influence of drugs. Physical symptoms include, but are not limited to the following:
    - a. Dilated pupils, disorientation, hallucinations, prolonged lethargy, slurred speech, lack of coordination, unsteady gait and excessive anxiety.
  - 4.2.2 A pattern of abnormal conduct or erratic behavior including, but

not limited to excessive absenteeism, tardiness, indifferent job performance, poor work and on the job injuries or accidents.

4.2.3 Indictment for a drug-related offense.

4.2.4 Newly-discovered evidence that the employee has tampered with a previous urine sample and/or drug test.

4.3 Drug Use Determination. The determination that an employee uses illegal drugs may be made on the basis of direct observation, confirmed results of the department's drug testing program, the employee's own admission or other appropriate basis.

Item 5 Records Regarding Reasonable Suspicion Testing

5.1 Where testing is conducted based on reasonable suspicion, the Chief of Security or his designee will detail in writing the circumstances which formed the basis of the determination that reasonable suspicion exists to warrant the testing.

5.1.1 Such writing will be prepared within twenty-four (24) hours of the circumstances giving rise to reasonable suspicion.

5.1.2 Such documentation will be retained by the Human Resources Division in a locked, confidential file.

5.1.3 All relevant records, documents and communications shall be prepared, transmitted and maintained in a confidential manner.

Item 6 Specific Condition Testing

6.1 The Chief or his designee is authorized to cause a test of an employee for illegal drug use following an accident or unsafe practice if there is reasonable suspicion to support such testing.

Item 7 Voluntarily Submitting To Drug Testing

7.1 In the event an officer who is not facing any disciplinary investigatory charges and before a test has been requested shall be placed on an unpaid leave for no longer than 45 days, unless extended by mutual agreement by the district and the association, workdays in order to have the opportunity to enter a program. Such individual shall be allowed to only return to work upon successfully completing and proves the same in writing a program and providing a negative drug test. Employees taking leave under this provision will be subject to drug testing thirty (30) days prior to the beginning of the school year. It is further agreed that such person may be subject to random drug test for no more two (2) years after their return. Any employee acting under this provision who fails to successfully complete their program, or in any way fails to

comply with follow-up treatment or any other provision therein, shall be terminated. Employees may only take advantage of this provision once for the duration of their employment with the District.

Item 8 Consequences of refusal to participate in a required drug test

8.1 To maintain the integrity of the testing program, the Chief of Security, or his designee, must take disciplinary action to deal with employees who refuse to be tested. Employees who refuse to be tested shall immediately be suspended without pay pending discharge.

Item 9 Testing Procedures

9.1 Reasonable Suspicion Testing Procedure

9.1.1 In cases in which the Chief of Security Or his designee has reasonable suspicion to believe that an employee is under the influence of controlled substances or intoxicants, the employee will be conveyed by the Chief of Security or his designee to a medical clinic for the collection of a urine/blood sample for testing. If possible, the employee will be accompanied by his/her union representative.

9.1.2 Such test shall be done in compliance with the rules and regulations of the testing facility.

Item 10 Mandatory Disciplinary Action Procedures

10.1 Once confirmed positive test results are received, disciplinary action shall be initiated against the affected employee. Prompt notice of impending discipline shall be given to said employee and representative(s) of the School Police Authority Officer by the charging party.

10.2 Negative Test Results

a. Records of unconfirmed positive test results and negative test results will be destroyed by the testing laboratory.

Item 11 Reporting Results

11.1 Test results shall be reported to the Chief of Security.

11.2 The report should contain the specimen number assigned by the submitting agency, the drug testing laboratory accession number and results of the drug tests.

a. All specimens negative on the initial test or negative on the confirmatory test shall be reported as negative.



- b. Only specimens confirmed positive shall be reported positive for a specific drug. Results may be transmitted by various electronic means (EG teleprinters, facsimile or computer) in a manner consistent with confidentiality. It is not permitted to provide results verbally by telephone.

Item 12 Long Term Storage

12.1 Specimens confirmed positive shall be retained and placed in properly secured long-term frozen storage for at least 1 year. Within this 1 year period, the department may request the laboratory to retain the specimen for an additional period of time.

12.2 Retesting Specimens

Should specimen reanalysis be required, the quantification of a drug or metabolite in a specimen may not be subject to the same testing level criteria that were used during the original analysis. Some analyte deteriorate or are lost during the freezing and/or storage.

12.3 Security

The laboratory facilities shall use appropriate security measures to ensure limited and/or controlled access.

Item 13 Subcontracting

13.1 The drug testing laboratory shall perform all work with its own personnel and equipment.

Item 14 Standards

14.1 Laboratory Facilities

- a. Laboratories must comply with applicable provisions of any state licensure requirements. Accredited laboratories must have the facility and capability at the same laboratory of performing screening and confirmation tests for each drug or metabolite for which service is offered.

Item 15 Quality Assurance and Quality Control

15.1 Urine/blood drug testing laboratories shall have a quality assurance program which encompasses all aspects of the testing process:

- a. Specimen acquisition, chain of custody, security, and reporting of results, in addition to the screening and confirmation of analytical procedures.

15.2 Quality control procedures will be designed, implemented and audited to monitor the conduct of each step of the process.

- 16.1 The laboratory must have qualified personnel available to testify in an administrative, judicial or disciplinary proceeding against a School Police Authority Officer member that is based on a positive urinalysis/blood result reported by its laboratory.

#### ARTICLE 16 CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit and in the event that any provisions of this Agreement shall at any time be held to be contrary to law then such provisions shall be of no force and effect but all other provisions shall be continued in full force and effect.

#### ARTICLE 17 ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and Police Authority Officers Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

#### ARTICLE 18 DURATION

This Agreement shall become effective July 1, 2010 and shall continue in full force and effect until December 31, 2011.

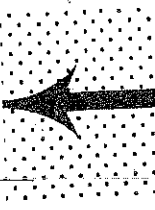
- 1.1 If either party desires to terminate or modify this agreement, they shall provide notice of such sixty (60) days prior to the expiration date of the agreement.
- 1.2 The terms and conditions of this agreement shall continue 90 days after the expiration date unless a successor agreement has been ratified by the parties.
- 1.3 Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail.

BOARD OF EDUCATION

Date 9/15/2011

By [Signature]  
President

By Brenda J. Carter  
Secretary



MICHIGAN ASSOCIATION OF POLICE

Date 9/15/2011

By [Signature]  
President

Date 9/15/2011

By [Signature]  
Bargaining Agent

Exhibit A – Operations Manual

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE SCHOOL DISTRICT OF THE CITY OF PONTIAC AND  
THE PONTIAC SCHOOLS POLICE AUTHORITY OFFICERS ASSOCIATION

1. The parties to this Memorandum of Understanding (“MOU”) agree that due to the unique circumstances surrounding the ongoing negotiations between the School District of the City of Pontiac (the “District”) and the Pontiac Schools Police Authority Officers Association (the “Association”), certain terms and conditions shall be established while negotiations continue in order to ensure that Police Authority Officers (“Officers”) can continue to maintain a safe and orderly environment in which students of the District can learn.
2. To that end, the District has formulated a procedure manual entitled the Police Authority Officer Program Operations Manual (the “Operations Manual”) that current Officers shall be required to operate under and comply with, in addition to the general work rules that are already in effect for all employees of the District.
3. The Association has received a copy of the procedure manual, and has reviewed the same with the District.
4. The District and Association now agree that this manual shall be in effect in the form attached hereto as Exhibit A from the date and execution of this agreement forward.
5. The terms of this MOU were voluntarily arrived at by the parties on the effective date.
6. The terms of this MOU will not establish any precedent, nor will the MOU or any of its terms be used as a basis by either party to seek or justify similar terms in any subsequent matter.
7. This Agreement and the Attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof. Any amendments or modifications of this Agreement shall be in writing.

SCHOOL DISTRICT OF THE CITY OF PONTIAC:

PONTIAC SCHOOLS POLICE AUTHORITY  
OFFICERS ASSOCIATION:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Its \_\_\_\_\_

Its BARGAIN AGENT \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: 9/15/11 \_\_\_\_\_

**Exhibit B - Holiday/Calendar**  
**THE SCHOOL DISTRICT OF THE CITY OF PONTIAC AND**  
**THE PONTIAC SCHOOLS**  
**POLICE AUTHORITY OFFICERS ASSOCIATION**

Each employee shall have the designated days listed below to be taken in lieu of Holidays that conflict with the Oakland Schools Common Calendar.

|           |                   |
|-----------|-------------------|
| 2008-2009 | April 9, 2009     |
| 2009-2010 | April 6, 2010     |
| 2010-2011 | April 7 & 8, 2011 |
| 2011-2012 | April 5, 2012     |
| 2012-2013 | April 2, 2013     |

Exhibit C – Original Seniority List

**THE SCHOOL DISTRICT OF THE CITY OF PONTIAC AND  
THE PONTIAC SCHOOLS  
POLICE AUTHORITY OFFICERS ASSOCIATION**

Exhibit D Work Rules  
THE SCHOOL DISTRICT OF THE CITY OF PONTIAC AND  
THE PONTIAC SCHOOLS  
POLICE AUTHORITY OFFICERS ASSOCIATION

The Parties agree that these Work rules may be modified at any time by the employer in its own discretion.

**THE ESTABLISHMENT OF WORK RULES FOR EMPLOYEES IN THE SCHOOL  
DISTRICT OF PONTIAC**

The Board of Education for the Pontiac School District has pledged to ensure that all our children gain the fundamentals of a quality education. We insist on setting high expectations for every child and commit to providing the resources and support necessary to help all students meet challenging standards. We recognize that our children grow to adulthood as products of the total society. The influence of the school is central and crucial. In an effort to produce a productive, self supporting citizen, the Board affirms its commitment to provide a proper environment for students and employees.

The following work rules are published for your information and to limit the possibility of any employee, through misunderstanding or otherwise, becoming subject to any disciplinary action. In the event an employee is found to have violated these rules, he/she will be subject to immediate discipline including suspension, discharge and criminal prosecution. Management cannot ignore violation of these rules.

1. All employees are expected to report for duty every working day. Excessive tardiness or absenteeism will not be tolerated.
2. Each employee must notify his/her administrator-in-charge and or AESOP, of intended absence within the time limitation specified.
3. Each employee must observe working hour schedules (starting time, quitting time, lunch hour, and preparation periods).
4. No employee may solicit or collect contributions for any purpose on school district property without written management permission.
5. Employees must not sell or offer for sale any article or service without written management permission.
6. Employees must be diligent in their duties during assigned working hours. Loafing or other abuse of time will not be tolerated.
7. Employees must not interfere with any other employee's performance of duties.

8. Employees may not perform unauthorized personal work during assigned working hours.
9. Employees must not commit an act, which might endanger the safety or lives of others.
10. Employees must perform all work properly assigned by an administrator-in-charge.
11. Employees may not falsify school records, reports or payrolls.
12. Employees may not leave the work location during working hours without permission of an administrator-in-charge.
13. Employees must not abuse, destroy, damage or deface school district property, tools, equipment or the property of others on school district premises.
14. Employees must not fight on school district property.
15. Employees are prohibited from bringing liquor or narcotics on school district property, or consuming liquor or using narcotics on Board property, or reporting for duty under the influence of liquor or narcotics.
16. Employees are prohibited from carrying firearms or other weapons on school district property.
17. Employees must not disclose confidential information to unauthorized person.
18. Employees must not convert school district property or property belonging to employees, students or vendors for their own use.
19. Proper attire is expected in each work location.
20. Employees are prohibited from fraternizing with students. This includes but is not limited to touching, excessive conversation, or other non-job related personal contact with students.
21. Cell phone usage by employees that interferes with the teaching and learning process (i.e. in classroom, hallways, and lunchrooms) and does not support the creation of a climate conducive for learning in the school environment is prohibited.