

AGREEMENT BETWEEN
THE LAMPHERE BOARD OF EDUCATION
AND THE
LOCAL 1434 AND COUNCIL #25 AND ITS AFFILIATES
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES

AFL-CIO

2010 - 2011

2011 - 2012

The Lamphere Schools
31201 Dorchester
Madison Heights, Michigan 48071

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PREAMBLE

This Agreement entered into this 1st day of July, 2008, is between The Lamphere Schools, (hereinafter referred to as the "Board") and the Local 1434 and Council #25, and its affiliates, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union").

WITNESSETH

Whereas the School Board and the Union mutually recognize and acknowledge that the best interests of the student body and of the community will be protected and served on an agreement between the parties hereto which will promote and insure peaceful industrial and economic relations between the parties during the term of this Agreement;

It is hereby mutually agreed as follows:

ARTICLE I UNION RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to wage and conditions of employment for the term of this Agreement of all custodians and maintenance employees, EXCLUDING Supervisors and Assistant Supervisors.

ARTICLE II DEFINITIONS

For the purpose of defining terms used within this Agreement, the following shall apply:

- SECTION 1:** A reference to the Board shall mean the Board of Education of The Lamphere Schools or its designee.
- SECTION 2:** The references to the Union shall mean Local 1434 and Council #25 and its affiliates, of the American Federation of State, County and Municipal Employees, AFL-CIO.
- SECTION 3:** A reference to employee shall mean any member of the bargaining unit.
- SECTION 4:** In the construction of words used in the Agreement, whenever the singular number is used, it may include the plural and whenever the masculine gender is used, it may include the feminine gender.
- SECTION 5:** Immediate supervisor shall mean the building administrator for all employees assigned to their building on a regular basis. For all other employees, including those assigned to the administration building, immediate supervisor shall mean the Director of Maintenance and Operations. During the summer months and vacation periods when the building administration is not working, immediate supervisor shall mean the Director of Maintenance and Operations.

**ARTICLE III
UNION SECURITY**

SECTION 1: Employees covered by this Agreement at the time it shall become effective and who are members of the Union shall be required as a condition of continued employment to continue membership in the Union.

SECTION 2: Employees hired, rehired, reinstated or transferred in the bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union.

SECTION 3: Exception of the conditions of Section 1 and 2 above, however, shall recognize that an employee may exercise a choice of the following alternate condition:

In lieu of Union membership, any employee may pay to the Union a monthly service charge not to exceed the monthly dues assessment on Union members.

This contribution is to be considered as a donation towards the administrative cost of the Agreement.

SECTION 4: Should the employee not comply with either Sections 1 or 2 above or the alternate conditions of Section 3, the Board will be notified by the Union of this non-compliance. The Board shall then communicate with the employee that their position with the district shall be terminated within sixty (60) days of such notification from the Union. Probationary employees must comply with the conditions of this Article within fifteen (15) days after the completion of their probationary period.

**ARTICLE IV
UNION DUES CHECK OFF**

SECTION 1: The Board will deduct from the pay of each employee covered by this Agreement all current Union membership dues or service charges, except initiation fees and assessments; provided that at the time of such deduction, there is in the possession of the Board, a current written assignment, executed by the employee, in the form and according to the terms of the Authorization Form.

SECTION 2: An Authorization Form is to be executed by each employee in order to comply with the terms of Article III. The employee shall file with the Lamphere Payroll Department one of the following Authorization Forms.

A. If employee is a Union member, the employee shall file the Union's official Authorization for Payroll Deduction, Form Number F-46.

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO AUTHORIZATION FOR PAYROLL DEDUCTION**

By _____
last name first name middle name

To _____
Name of Employer Department

Effective _____ I hereby request and authorize
Date

you to deduct from my earnings each Payroll Period an amount sufficient to provide for the regular payment of the current rate of monthly Union dues established by AFSCME Local Union No.-----, Council No.-----. The amount shall be certified by Local Union No.-----, Council No.----- and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No.-----, Council No.-----AFSCME. This authorization shall remain in effect unless terminated by me during the two week period _____ to _____ of any year.

Employee's Signature _____

Street Address: _____ City _____ State _____ Zip _____

B. If the employee does not wish to become a Union member, the employee shall file an Authorization for Service Fee Deduction From Payroll, available from the Lamphere Payroll Department.

B. If the employee elects to pay their Union dues or service fees directly to the Union Treasurer on or before the fifteenth (15th) day of each month, then the employee shall so notify the Board in writing of this intent.

SECTION 3: The Union shall notify the Board in writing of any membership dues or service charges certified by the Union as the uniform dues or service charges required of the bargaining unit members, and the Board will act in accordance with written certification and employee authorization.

SECTION 4: The initial deduction from the pay of an employee signing a new written Authorization Form shall be from the second pay period following the date of the authorization. Thereafter, the Board shall deduct current membership dues or service charges from the pay of employees for the first pay period in the calendar month. If the employee has no pay coming for the first pay period, or if the pay is less than the amount of dues or service charge required, then such dues shall be deducted from the employee's pay in immediate subsequent pay period.

SECTION 5: The Board will deduct from the pay of employees in any month only such membership dues or service charges becoming due and payable to the Secretary of the Union not later than the 30th day of the calendar month in which such deductions are made. The Board shall not be liable for remittance or payment of any sums other than those constituting actual deductions made.

SECTION 6: The Union shall indemnify and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of any action taken or omitted by the Board for the purpose of complying with the provisions of Article III, Union Security and Article IV, Union Dues Check Off.

SECTION 7: The employer agrees to deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**ARTICLE V
STRIKE PROHIBITION**

SECTION 1: For the duration of this Agreement, the Union will not engage in, authorize and encourage any concerted interruption of educational or subsidiary-related activities due to a cessation, withdrawal or withholding of services either in whole or in part by members of the bargaining unit for any reason, and no officer or representative of the Union or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.

In the event of a strike in violation of this Agreement, the Union will take action to notify all employees participating in the disruption of their violation of the Agreement. Further, the Union will attempt to end the violation.

SECTION 2: The Board will not lock out any employee during the term of this Agreement.

**ARTICLE VI
BOARD RIGHTS**

SECTION 1:

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly abridged by any provision of this Agreement, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action, during the term of this Agreement. Such rights shall include, by way of illustration and not by imitation, the right to:

- A. The management, direction and control of the school's business operations, equipment and facilities in order to maintain an efficient and orderly school district.
- B. The right to assign and direct the work; the right to hire, promote, transfer, suspend, discipline for just cause, determine the number of shifts and hours of work and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days.
- C. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein.
- D. Adopt reasonable rules and regulations which are not inconsistent with accepted behavior necessary to carry out duties and responsibilities.
- E. Determine the placement of operations, productions, service, maintenance or distribution of work and the source of materials and supplies.
- F. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- G. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- H. Determine the policy affecting the selection or training of the work force.

SECTION 2:

Nothing in this Article is intended to limit any other rights of the Board not expressly included in this section where the exercise of such rights is not in conflict with any other provisions of this agreement.

SECTION 3:

The Board of Education will not contract or sub-contract out any work normally performed by its work force as long as equipment is owned and available to the Board.

**ARTICLE VII
GUARANTEE OF RIGHTS**

SECTION 1: The parties agree that there shall be no discrimination against any employee nor against any applicant for employment by reason of race, creed, color, sex, marital status, national origin, religion, age, or, except where based upon a bonafide occupational qualification, handicap.

SECTION 2: The Board will not aid, promote or finance any labor group, organization or individual which purports to engage in collective bargaining for the members of this bargaining unit for the purpose of undermining the Union.

**ARTICLE VIII
REPRESENTATION**

SECTION 1: The Union shall submit to the Board in writing the names and office of each member of the bargaining unit who shall become an officer, steward and committee member upon election or appointment to a recognized committee.

SECTION 2: During overtime periods where three or more employees are assigned, but in which a duly elected or appointed steward is not working, the President of the Union may designate one of the working employees as temporary steward for the overtime period. In such case, verbal notification to the appropriate school authority shall be sufficient.

**ARTICLE IX
GRIEVANCE PROCEDURE**

SECTION 1: Definition:

A grievance shall mean a complaint by an employee or group of employees based on an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

SECTION 2: Procedure:

- A. **STEP ONE:** All grievances must be filed within five (5) working days from the time the alleged violation was to have occurred or knowledge of the incident or occurrence which is the basis for the grievance. If the employee is not satisfied the employee may discuss it with the Director of Maintenance and Operations or the employee's steward who may then discuss it with the immediate supervisor. If the matter is not resolved to the satisfaction of the employee, the Union President may submit the grievance, in writing, to the Director of Maintenance and Operations. The Director of Maintenance and Operations shall answer such grievance, in writing, within ten (10) working days after it is received.
- B. **STEP TWO:** If the Director of Maintenance and Operations answer is not satisfactory, the Union President may appeal the grievance, in writing, to the Superintendent or designated representative within three (3) working days after the receipt of the Supervisor of Buildings and Ground's answer. The Superintendent or designated representative shall arrange a meeting with the representatives of the Union within ten (10) working days after receipt of the appeal. The Superintendent or designated representative shall answer the grievance, in writing, within ten (10) working days after the meeting.
- C. **STEP THREE:** If the Superintendent's or designated representative's answer is not satisfactory, the Union President may appeal the grievance in writing, to the Board of Education within three (3) working days after receipt of the Superintendent's answer. After submission of the written appeal by the Union, the parties (Superintendent or designated representative and the Union) may mutually agree, in writing, to by-pass the Step Three hearing and proceed directly to Step Four as in D below. If a Step Three hearing is invoked, the Board shall arrange a meeting with representatives of the Union at its next regular or special meeting, but in no event shall such meeting take place more than thirty (30) calendar days after the grievance has been received. It is agreed that if a discharge or suspension is appealed to the Board, the Board shall meet with the Union no later than fifteen (15) calendar days after the appeal is received. The Board shall answer the grievance, in writing, within ten (10) working days after the meeting.
- D. **STEP FOUR:** If the Board's answer is not satisfactory, the Union alone may take the grievance to arbitration. If such grievance does proceed to arbitration, the following rules shall be observed:

- (1)** The Union shall notify the Board in writing of its intent to proceed to arbitration within thirty (30) working days after receiving a copy of the decision rendered under Step 3 of this procedure.

Within thirty (30) working days after such notice to arbitrate, the Union and the Employer shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, the grievance will be filed to the American Arbitration Association.

Nothing herein shall prevent the parties from meeting after selection of an arbitrator, in an attempt to resolve the grievance issue.

- (2)** The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings except as otherwise provided herein.
- (3)** Provided both parties shall agree, a mutually acceptable arbitrator may be used outside of the American Arbitration Association.
- (4)** The award of the arbitrator shall be accepted as final and binding on the Union, its members, the employee or employees involved and the Board.
- (5)** The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other fees and expenses, including administrative fees, shall be assessed according to the voluntary labor arbitration rules of the American Arbitration Association.
- (6)** It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretation or misapplication of any of the terms of this Agreement.
 - (a)** The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator's power shall be limited to deciding whether the Board has violated, misapplied or misinterpreted any of the express terms of this Agreement. It is understood that any matter that is not specifically set forth in this Agreement shall not be subject to arbitration.
 - (b)** The arbitrator shall have no power to decide any question which under this Agreement is within the authority of the Board to decide.
 - (c)** The arbitrator shall have no power to consider the provisions of any constitutional, statutory, or common law in the resolution of any grievance, except those State and Federal

laws referred to by the parties in this Agreement.

- (7) If the Board disputes the arbitrariness of any grievance under the terms of this Agreement, the arbitrator shall first determine whether there is jurisdiction to act, and if it is found that there is no such power, the grievance shall be referred back to the parties without decision or recommendation on its merits.
- (8) The Board shall not be required to pay back compensation for more than ten (10) work days prior to the date the grievance was filed.
 - (a) No decision in any one case shall require a retroactive adjustment in compensation in any other case.

SECTION 3:

General Provisions:

- A. As provided by law, every individual employee has the right to present a grievance and have the grievance adjusted without intervention of the Union, provided, that the adjustment is not inconsistent with the terms of this Agreement, and provided further that the Union has been given an opportunity to be present at such adjustment.
- B. The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be possible under the circumstances.
- C. After the informal discussion stage under the first part of Step One of this procedure, all grievances shall be placed in writing, and all answers to such grievances shall be in writing.
- D. Failure by the grieving party to take any step under this procedure within the prescribed time limits shall be deemed to constitute a withdrawal of the grievance. Failure by the Superintendent to hear a grievance within the prescribed time limits, when such grievance reaches that level, shall entitle the aggrieved party to move to the next step. Failure by the Board to hear a grievance within the prescribed time limits shall entitle the aggrieved party to have the grievance awarded in their favor. It is understood that the prescribed time limits may be extended by the mutual agreement of both parties, which shall be in writing.
- E. It is understood and agreed that the following matters shall not be subject to binding arbitration. They are:
 - (1) Placing a probationary employee on an extended period of probation as provided in Article X.
 - (2) The termination of services or failure to re-employ a probationary employee.
 - (3) Any matter as to which a method of review is prescribed by law or any rule or regulation of any Michigan Administrative Agency

which is binding on the Board of Education.

- F.** Employees shall not leave their assigned duties to discuss or process grievances. Grievances shall be processed and discussed only during lunch breaks and after working hours. Any meeting which may be held under this procedure shall be conducted before or after working hours except where mutually agreed to the contrary.
- G.** In the course of investigation of any grievance, representatives of the Union will report to the immediate supervisor of the building being visited and state the purpose of the visit immediately upon arrival.
- H.** It shall be the continued policy of the Board to assure every employee an opportunity to have the unobstructed use of this procedure without fear of reprisal or without prejudice in any manner to their employment status.
- I.** The Union, recognizing the importance of the employee's occupation, expects its members to conduct themselves in all aspects of their employment in an ethical and proper manner.

ARTICLE X SENIORITY

SECTION 1: The seniority of all employees on the list shall commence with the date of hire to regular, full-time employment by The Lamphere Schools. Within thirty (30) days after ratification of this Agreement, the Union shall be furnished with a list setting forth, in the order of their seniority, each employee's name, seniority number and effective hiring date. Thereafter, the Lamphere Schools shall provide the Union with the name and effective hiring date of each new employee who shall have successfully completed their probationary period.

SECTION 2: New employees hired in the unit from outside the bargaining unit shall be probationary for the first ninety (90) calendar days of their employment, except that this probationary period shall be extended by the number of days that the employee was absent from work. Probationary employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from date of hire. New employees, while in their probationary period, may be terminated and the school board shall not have to show cause. They shall be represented by the Union for all purposes under this agreement during the probationary period except that no protest may be entered against termination during said probationary period. New employees, as defined herein, will become eligible for benefits on the sixty-first (61st) day of employment.

SECTION 3: A supervisor who was once a member of the bargaining unit may be transferred back to the bargaining unit at the discretion of the Board. If the Board allows such a transfer, the employee shall be returned to the last bargaining unit job, or a lesser position, with such seniority as the employee had attained while a member of the bargaining unit and shall receive all benefits offered under the contract.

SECTION 4: Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- A.** If the employee quits or retires.
- B.** If the employee is discharged and the discharge is not reversed through the grievance process of this agreement.
- C.** If the employee is absent for three (3) consecutive working days without notifying the employer and fails to give explanation for the absence and the lack of notice which are satisfactory to the school administration.
- D.** If the employee fails to return to work from layoff as set forth in the recall procedure provided herein.

- E.** If the employee overstays a leave granted for any reason, as hereinafter provided.
- F.** If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
- G.** If a settlement with the employee has been made for total disability.
- H.** If an employee is on layoff equal to their length of seniority or a period of two (2) years, whichever shall be less.

**ARTICLE XI
LAYOFF**

SECTION 1: Reductions in the work force for any reason deemed necessary by the Board of Education shall be affected through procedures that shall take into consideration the following:

- A. Seniority of employee.
- B. Qualifications of employee for jobs remaining.

Notification of layoff shall be submitted to the employee at least five (5) days prior to the effective date of the layoff.

SECTION 2: Laid off employees shall be recalled in inverse order of the layoff. The most senior employee shall be recalled to the first opening for which the employee shall be qualified. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require within three (3) days after the delivery or proof of non-delivery, that the employee notify the employer of the intention to report to work. If the employee has notified the administration that the employee intends to come back to work for the Lamphere School, then the employee shall report to work no later than ten (10) working days after the delivery or proof of non-delivery of the Board's notice of recall.

SECTION 3: Preferential seniority in the layoff procedure only shall be granted to those members certified by the Union each year as officers of the Union, members of the collective bargaining committee and members of the grievance committee, provided that the employee retained is qualified to perform the work of the job available.

**ARTICLE XII
WORKING SCHEDULES**

SECTION 1:

All employees shall be scheduled to work on a regular shift and each work shift shall have a regular starting and quitting time. Changing of individual work schedules shall be accomplished by mutual consent with the Union. The above shall be subject to the exceptions listed below:

- A.** Employees not servicing Kindergarten through 12th grade programs may have their starting and quitting times established at other than the normal shifts.
- B.** There will be two (2), eight (8) hour, Tuesday through Saturday work shifts as part of a normal 40 hour work week schedule. The union recognizes that the work hours for Saturday may be occasionally changed to accommodate scheduled programs. Any scheduled changes will not include Sunday work which is paid as specified in Section 5,C of the agreement. Affected employees will be given 48 hours notice of time changes.
- C.** Employees shall be given at least 72 hours' notice of starting time changes and upon such notice be able to exercise a bump under Article XIII, Section 7.
- D.** Once during the month of September, the employer may at its option change the standard shift of all employees to start on the first shift, between 7:00 - 8:00 a.m., on the second shift between 3:00 - 4:00 p.m. and on the third shift between 11:00 - 12:00 midnight.

SECTION 2:

The Union recognizes that the work shift for custodians who regularly work the hours between 3:00 p.m. and 8:00 a.m. the following day may be changed during the time that the students are not in session.

- A.** Prior to September 1st of each year, the Board shall submit to the Union President a work schedule that will be posted in each building, indicating the days of the school year that shifts will be changed, the new hours and positions affected.
- B.** A summer work schedule for the time when the district is in summer recess shall be issued prior to May 1st of each year. Such schedule will show the new hours and the positions affected.
- C.** Any changes of the schedules referred to in (A) or (B) above may be made by the Board if there is an immediate emergency and the Board had no prior knowledge of its occurrence.

All other changes may be implemented, without prior approval of the Union, by the Board, upon seventy-two (72) hours' notice to the Union.

SECTION 3:

An employee who shall be called in to work for a regular shift but is sent home because of no work shall be credited with four (4) hours' pay for that day.

SECTION 4:

A work period of one week shall be for all hours worked from 12:01 a.m. on a Monday to 12:00 p.m. the following Sunday. Each employee shall be paid bi-weekly.

SECTION 5:

Rate of Pay:

A premium rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours.

- A. Weekly - All work performed in excess of forty (40) hours in any one work week shall be at the rate of one and one-half the employee's regular rate of pay.
 - (1) Paid sick leave, personal business leave, holiday and vacation pay shall count as hours worked in computing the forty (40) hour work week.
- B. Saturday - All work performed on Saturday shall be time and one-half the employee's regular hourly rate of pay.
- C. Sunday - All work performed on Sunday shall be at the double time rate.
- D. When an employee is called in to work other than his/her scheduled working time, he/she shall be paid a minimum of four (4) hours at the appropriate premium rate. Employees called in on Sundays or holidays will be paid a minimum of four (4) hours at double time plus the holiday pay.

If the call in time runs into the regular starting time, or beyond the normal quitting time, the employee will be paid for the actual hours worked only.

SECTION 6:

Overtime Distribution:

The Board and the Union recognize that there will be periods when management must request employees to work overtime. Both parties shall strive to ensure that a work force is available when needed.

- A. Authorized overtime assignments in any one building shall be divided as evenly as possible within that building. When such authorized overtime cannot be filled by employees from within the building, then the overtime shall be offered to employees from other buildings, on a rotation basis, who have submitted a written and dated request to be included on this list.
 - (1) The record of overtime within a building shall be kept by the head custodians in each building based upon information received from administration.
 - (2) The record of overtime of employees assigned from other buildings shall be kept by the Supervisor of Buildings, Grounds and Transportation.

- B. Overtime in other departments other than building custodians shall be divided as equally as possible on a rotation basis among the employees in that department. The most senior employee in that department shall keep a record of the overtime in that department based upon the information received from administration.
- C. Overtime shall be voluntary but an employee shall be credited with the time of an overtime period that the employee has refused on the rotation record.
- D. When management cannot fill an authorized overtime period with a bargaining unit employee, then substitutes may be employed to do the work.
- E. When an employee refuses overtime twice in any thirty (30) day period, the employee shall not be eligible for Sunday and holiday assignment for the thirty (30) days following the second refusal.
- F. Employees who do not wish to work overtime for an extended period of time shall submit a written statement to that effect. The employee may cancel this request by submitting a written cancellation to the Supervisor of Buildings, Grounds and Transportation.

SECTION 7:

Employees shall be entitled to two (2) shift breaks not to exceed fifteen (15) minutes during each eight (8) hour day worked. Employees who are scheduled for overtime immediately following their regular eight hour shift shall be entitled to a fifteen (15) minute shift break before beginning their overtime period.

**ARTICLE XIII
POSITION VACANCIES**

SECTION 1:

Definitions:

- A.** Promotion - A promotion is an upward change in job classification within the bargaining unit which results in additional compensation for additional duties or responsibilities. Substituting for position in a higher classification due to an illness of an approved short-term leave of absence (less than three (3) months) shall not be deemed a promotion and shall be subject to the following conditions:
- (1) Assignment shall be according to Article XIX, Section 3-C.
 - (2) Pay for the employee shall be the addition to the employee's hourly rate of the difference between the last step of the salary schedule of the employee's current classification and the salary rate of the classification in which the employee is substituting.
- B.** Transfers - A transfer shall be defined as a change within a classification which shall result in the employee moving to another shift, building or section.
- C.** Vacancy - A position, whether promotion or transfer, shall be considered vacant and subject to the procedures of this Article when any of the following conditions occur:
- (1) An employee resigns or is terminated.
 - (2) An employee is granted a leave of absence or paid sick leave for a period of three (3) months or more.
 - (3) The Board adds a new position within the bargaining unit.
 - (4) An employee bids and is awarded another job.

SECTION 2:

- A.** It shall be understood that the Board shall determine when a vacancy exists in the bargaining unit and shall notify the Union.
- B.** Whenever a vacancy occurs within the bargaining unit, the administration shall post the vacancy within five (5) working days in each building with a copy sent to the Union. Job vacancies will be posted for a period of five (5) working days. The posted notice shall set forth the job title, shift, location and hours, and shall set forth the minimum qualifications for the job. It is further understood that the Board shall fill the vacancies within five (5) working days after the bidding procedure is completed.

SECTION 3:

Employees desiring the vacancy shall apply within the five (5) working day posting period and shall use the following bid form. These forms shall be

available at all posting places. The employee shall be responsible for keeping their own copy.

LAMPHERE SCHOOLS
BID FORM

DATE-----
--

I,-----
-

Name

wish to place my bid on

-----in-----
--

(Job Title)

(Place)

posted on-----
--

(Date of Posting)

My seniority date-----.

Qualifications and/or experiences:-----
-

Signature of Applicant

SECTION 4: Each vacancy shall be filled according to the following:

- A. Seniority of the employee, provided the employee shall meet the minimum qualifications for the vacancy.

SECTION 5: The employee awarded a promotion shall be considered on a trial basis for a period not to exceed sixty (60) days. The employee awarded a transfer in the same classification shall be considered on a trial basis for a period not to exceed thirty (30) days.

In the event the employee is deemed unsatisfactory in the new job or desires to return to the former position within the time specified in the trial period, the employee shall be restored to such former position. In the case of unsatisfactory performance as determined by the Director of Maintenance and

Operations a written letter specifying the reasons shall be given to the employee. In the event the employee is deemed unsatisfactory in the new job or desires to return to the former position within the time specified in the trial period, the employee shall be restored to such former position. In the case of unsatisfactory performance as determined by the Director of Maintenance and Operations, a written letter specifying the reasons shall be given to the employee.

SECTION 6:

Whenever a vacant position shall be filled, the administration may assign an employee to the resulting vacancy on a temporary basis. The employee assigned shall be the next qualified senior employee in that building, if the employee so desires. The rate of pay for the newly assigned employee shall be as stated in Section 1 (A) (2) of this Article.

SECTION 7:

- A. An employee will not be permitted to exercise seniority in the form of a bump unless the employee is positioned in the following way:
1. The employee's regular job or part of the regular job is abolished.
 2. The employee is bumped.
 3. The employee returns from sickness or accident leave of absence, or paid sick leave and finds the job filled according to the terms of this Agreement.
 4. The employee's job description or responsibilities have been changed so that it does not fit the original job posting, or the employee's hours have been changed.
 5. The employee returns to the bargaining unit from supervision.
- B. Bumping will not be permitted out of classification while a least senior employee is working. Bumping to a higher classification will be permitted only if the employee had previously been assigned that higher classification and had voluntarily taken a demotion. A bump must be placed with the supervisor within forty-eight (48) hours of the above known conditions. No changes in assignments will take place until all resulting bumping requests have been resolved from the initial displacement.

SECTION 8:

If an employee is going on vacation and wishes to be considered for vacancies that occur during this absence, the employee shall submit a written request to the Director of Maintenance and Operations before the employee starts the vacation, indicating the vacancies the employee desires.

SECTION 9:

New jobs in the bargaining unit may be created by the school administration. The Union will be notified upon the creation of a new job and the parties shall meet at the Union's request to negotiate wage rates for the particular job, and to establish the rate at an appropriate place in the wage structure. In the event that agreement is not forthcoming within fifteen (15) working days, which shall include at least three meetings, then it shall be filled in the prescribed manner at

the rate proposed by the school administration. This rate shall be a temporary rate and shall continue in effect until agreement is reached. A final agreement on the wage rate shall be made retroactive to the starting date of the employee on the new job.

SECTION 10:

The temporary positions of roofer and painter that may be posted and filled when school is not in session will be filled by employees from a lower classification only (Class I or Class II), but be paid at Class III wages.

**ARTICLE XIV
HEALTH EXAMINATIONS**

SECTION 1:

As a condition of continued employment, upon initial hiring and every year thereafter, all employees must submit a recent chest x-ray or skin test showing that the person is free from tuberculosis. The Board will pay for the skin test and/or chest x-ray, provided the tests are taken at the Oakland County Health Center.

SECTION 2:

- A. As a condition of continued employment, and every five (5) years thereafter, every employee must submit a physical report showing that the person has undergone a physical examination by a physician and the employee is capable of performing the duties of the job. The employee shall be examined by a physician designated by the Board at the Board's expense.
- B. If the report from the Board's physician indicates that the employee cannot perform the duties of the assigned job, then the employee may elect to have a physician of their choice submit an examination report to the Board.
- C. If there is a conflict in the reports from the Board's physician and the employee's physician, then the employee shall be scheduled for an industrial-type examination by the staff of a reputable hospital that specializes in this type of examination, at Board expense. The report from the hospital shall be the determination for the future employment status of the employee. The employee must report for the examination when scheduled.
- D. If the disability is such that the Board cannot find suitable work for the employee during the period between the conflict examinations and the report from the hospital, the employee may elect one of the following alternatives:
 - (1) Use the days accumulated in the employee's sick leave, personal business and vacation allowance.
 - (2) Be placed on an involuntary leave of absence without pay, with insurance benefits continued by the Board.
- E. If the hospital determines that the employee is capable of resuming duties and the employee has lost days as outlined in D (1) above, then the Board shall restore such days. If the employee lost pay because the Board could not find suitable work during the waiting period for the final report, then the Board shall make up the back pay lost as outlined in D (2) above, on the basis of the employee's regular earnings.

SECTION 3:

As a condition of continued employment, each employee shall have on file in the Personnel Office a true copy of a birth certificate.

**ARTICLE XV
USE OF SCHOOL FACILITIES**

- SECTION 1:** School rooms may be used by the Union for meetings after regular working hours provided that such meetings do not conflict with other activities scheduled in the building and that a request is made to the principal of the school not less than three (3) days in advance of such meeting.
- SECTION 2:** A bulletin board in the custodian's workroom will be provided in each building, where possible, for the Union's use in posting notices pertinent to the business administration of the Union, provided, that such notices shall not conflict with rights of management.
- SECTION 3:** The Union shall have access to the interschool mailing system for distribution of notices to be posted. All such notices must be identified as Union material and signed by an agent of the Union before it shall be allowed to be mailed through the interschool mail. The Board shall in no way be liable for any loss or damage to the Union's mailed materials.

**ARTICLE XVI
IN-SERVICE TRAINING**

- SECTION 1:** The Board shall cooperate with state-sponsored organizations in making workshops and other training sessions available to employees on a needs basis. All conference and meeting requests must be approved by the Superintendent and that decision shall be final and not subject to grievance.
- SECTION 2:** The Board shall defray the regular expenses, according to the Board policy, for attendance at all authorized meetings as defined in Section 1 above.
- SECTION 3:** The custodian shall not lose regular compensation from scheduled work, but shall not be paid overtime while in attendance at a conference or meeting.

**ARTICLE XVII
HOLIDAYS**

SECTION 1: Full-time employees working on a twelve (12) month service year shall be compensated for the following holidays.

- (1) Independence Day
- (2) Labor Day
- (3) Thanksgiving Day
- (4) Day after Thanksgiving Day
- (5) Day before Christmas
- (6) Christmas Day
- (7) New Year's Eve
- (8) New Year's Day
- (9) Good Friday
- (10) Memorial Day
- (11) Monday following Easter, if school is NOT in session. If school is in session, the employee shall be awarded one floating holiday which may be taken on a mutually agreeable day.

SECTION 2: Employees who shall be employed for less than a twelve (12) month service year shall be entitled to compensation for those holidays, according to the list in Section 1, which fall within their work period. For example, employees who do not work the month of July shall not receive holiday pay for Independence Day, but they will be entitled for all holidays that fall within their yearly employment.

SECTION 3: When a holiday falls on a Saturday, the holiday shall be celebrated on the preceding Friday, when a holiday falls on a Sunday, it shall be celebrated on a Monday following.

If school is in session on either the preceding Friday or the Monday following, the Board shall schedule the day off to provide a three-day weekend. If this cannot be done without scheduling a day off on a school session day, the Board shall add an extra vacation day to each employees' credit.

SECTION 4: When Independence Day or Memorial Day falls on Thursday, the following Friday will be a paid holiday.

SECTION 5: When Independence Day or Memorial Day falls on Tuesday, the preceding Monday will be a holiday.

SECTION 6: If a holiday is observed during an employee's vacation period, the employee

shall receive a day off with pay during their vacation in lieu of holiday pay.

SECTION 7:

In order to qualify for holiday pay, an employee must have attained seniority and must have worked the last regularly scheduled work day before and the first regularly scheduled work day after each holiday. An employee who has been off the day before or after a holiday due to an emergency situation shall receive holiday pay, provided that proof of such emergency shall be submitted to the Director of Maintenance and Operations within two (2) days of returning to work after the emergency. Failure of an employee to provide such proof shall constitute reason for forfeiture of the holiday pay in question. The Supervisor shall investigate and make a recommendation to the Superintendent or the Superintendent's designee.

**ARTICLE XVIII
VACATION**

SECTION 1: A probationary employee shall not be entitled to a vacation allowance during their period of probation, but will be credited with two (2) vacation days upon successful completion of the ninety (90) day probationary period.

SECTION 2: New employees hired after July 1, 1997, shall earn 6.67 hours of vacation of each month worked from the first month of employment through the completion of three (3) years, a total of ten (10) vacation days per year. An additional allowance shall be given beginning with the completion of four (4) years of service to a maximum of twenty-one (21) days.

Note: Any current employee from 0 to 9 years of employment at the time of the signing of this contract shall continue earning at their current rate one (1) day of vacation per month. Only employees newly hired after the signing of this contract shall begin at a rate of 6.67 hours of vacation for each month worked from the first month of employment through three (3) years, total of ten (10) vacation days a year for each year. Beginning with the fourth year of employment the following schedule:

COMPLETED SERVICE VACATION FOR 12 MONTH EMPLOYEES

4 to 9 years	12 days
10 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 to 19 years	20 days
20 years	21 days

SECTION 3: Vacations shall be scheduled on a building basis in accordance with the following procedure:

- A.** Normally, vacations will be taken when school is not in session. If an employee desires a vacation other than when school is not in session and it does not interfere with the efficiency of the operation, then permission will be granted.
- B.** Vacation periods will be granted in accordance with the request of the employees on a seniority basis, provided that the employees submit their request in writing to the Director of Maintenance and Operations on or before May 15, of each year. It is recognized by both parties that there may be times when vacation periods cannot be granted in accordance with the provisions of this section inasmuch as a work force must be maintained to accomplish a job. However, every effort will be made to honor the employee's request. In such cases, the decision will be made by the Director of Maintenance & Operations provided the Supervisor has met with the employee involved.

Employees will notified of approval or denial of vacation requests within two (2) weeks of the request being received by the director of maintenance.

SECTION 4: Any employee who is laid off or retires shall be paid within a reasonable time thereafter for any unused vacation days, including those days accrued at the then current calendar year.

SECTION 5: Up to a maximum of five (5) unused vacation days shall be paid to the employee at the end of the fiscal year.

SECTION 6: Employees may apply to purchase up to an additional five (5) vacation days, provided the employee submits his/her request in writing to the Director of Maintenance and Operations on, or before, May 15 of each year for the following school year. Requests will be granted on a seniority basis. However, it is recognized by both parties that there may be times when requests cannot be granted inasmuch as a workforce must be maintained to accomplish the job.

Employees will be notified of approval of denial of increased vacation options within two (2) weeks of the request being received by the Director of Maintenance. Employees who have had a request granted will have their pay reduced by an amount equal to the pay they would have received. The total amount to be reduced will be spread over the school year via a payroll reduction. (By way of example, an employee who earns \$145 a day purchases an additional 3 days vacation at a total cost of \$435. The employee receives 26 pays each year, so his/her biweekly paycheck would be reduced by \$16.73. Should an employee separate from employment prior to the end of the year, he/she will have any outstanding obligation deducted from their check.)

**ARTICLE XIX
LEAVES OF ABSENCE WITHOUT PAY**

SECTION 1:

The Board may grant members of the bargaining unit who have met certain criteria and procedures as outlined in this Article, a leave of absence without pay for the following reasons:

- A. Health reasons, including members of the immediate family (spouse, son or daughter living in the employee's household or legally dependent on the employee).
 - (1) Group life insurance and group health insurance premiums which were being paid by the Board prior to the beginning of the health leave of absence shall continue to be paid by the Board for a period not to exceed two (2) monthly payments.
- B. Pregnancy of employee.
- C. Extended probate court appearances.
- D. Election or appointment to a full-time Union office.

The particular circumstances surrounding each request for a leave of absence will be reviewed by the Board with the understanding that its decision in no way will establish a precedent.

SECTION 2:

The Board will grant members of the bargaining unit who have met certain criteria and procedures as outlined in this Article, a leave of absence without pay for the following reasons:

- A. Military leave in the Armed Forces of the United States.
- B. Pregnancy of employee.

SECTION 3:

An employee absent from work due to illness and upon exhausting his/her sick days shall submit a written request to the personnel office for a leave of absence without pay. Such request may be submitted on behalf of the employee by the employee's spouse, a member of the immediate family, or the Union. Failure to submit a written request within five (5) working days of exhausting his/her sick days by said employee shall be deemed a resignation.

Conditions:

- A. Employees applying for a grant in Section 1 of this Article must have worked one (1) full year for the Lamphere Schools before being eligible for leave.

Employees applying for a grant in Section 2 of this Article, in the case of pregnancy, will be eligible for leave when the employee's doctor states the employee cannot work. In the case of a military leave, the employee will be allowed a leave in compliance with the Federal Laws.

- B.** The basic leave is for a maximum period of twelve (12) consecutive months. A leave may be extended for an additional twelve (12) consecutive months at the discretion of the Board. (Exception in Military Leave.)
- C.** An employee who shall end a leave within three (3) months shall be entitled to the position they had prior to the leave. The Board will offer the vacant position to the next senior person in the building for the period of the short-term leave. The position of the next senior person who shall be moved to the job vacancy created by the leave of absence may be filled by the Board on a temporary basis by a substitute or other employee, if necessary, with an involuntary transfer. Such involuntary transfer under this provision may take into consideration the qualifications of the position and the seniority of the employee.

An employee who shall take a leave longer than the three (3) month period shall be entitled to a position in the same classification and shift, but not necessarily the same building assignment that the employee held prior to the leave.

- D.** If the employee on leave accepts a job with another employer while on leave without Board approval, the leave will be automatically terminated and the employee's employment with the Lamphere Schools will terminate.
- E.** An employee on leave of absence shall not lose sick leave time accumulated prior to said leave. However, sick leave time shall not accumulate during the leave of absence.
- F.** Employees given a leave of absence will be permitted to pay premiums at the district's group rates to insurance plans covered by this Agreement for a maximum period of six (6) months after the Board has ceased to make payments for the employee.
- G.** While an employee is on leave, there shall be no advancement on the salary schedule.
- H.** Employees given a leave of absence shall not lose their seniority status, but shall be subject to the terms of the layoff procedure, if necessary under the terms outlined elsewhere in this Agreement.

- I. An employee who shall be elected to a full-time office in the Union shall be eligible for a basic leave of one (1) year and renewal for one (1) additional year if requested to the Board.
- J. Employees returning to their duties from a health leave and/or maternity leave must be certified by their physician as ready and able to return to their full employment status. The Board has the option to require a full medical examination, by a physician of the Board's choice at their expense, of the employee who returns from a health leave of absence to insure that the employee will perform their full duties as required by the job.

SECTION 4:

Procedures:

All employees who shall be eligible for a leave of absence without pay under the conditions of this Article shall follow these procedures:

- A. A written request for a leave of absence without pay must be submitted to the Superintendent or the Superintendent's designee at least thirty (30) days before such leave is to begin. This provision may be waived by the Superintendent or the Superintendent's designee upon proper evidence from the employee that it was impossible to comply with this Section.
- B. Employees shall be required to file a written notice of availability with the Superintendent no later than twenty (20) days prior to the termination of the leave, except in cases where the employee is in a coma. Failure to comply with this provision may be interpreted as a resignation from the district by such employee.

SECTION 5:

- A. An employee who becomes pregnant will notify the Superintendent in writing as soon as possible after medical confirmation of such pregnancy. Such notification shall include a statement from a physician verifying the fact that the employee is pregnant and giving the estimated date of delivery.
- B. The employee shall make a request, in writing, for a maternity leave to the Board through the Superintendent as soon as it is known that the employee cannot continue work or when the employee knows the date said leave is to start.
- C. An employee requesting maternity leave shall be permitted to continue working provided the doctor certifies that the employee is physically well enough to work and perform all duties and functions of their position and does not create an additional risk to the employee's health or the health of the employee's baby.

- D. The employee shall provide the Board, upon request, statements from a physician regarding the employee's physical well-being and ability to perform the duties of the employee's position. Frequent absences prior to the start of the leave which are attributed to the pregnancy of the employee shall be considered sufficient reason for the Board to determine a starting date for the leave other than a previously approved date.

**ARTICLE XX
LEAVES OF ABSENCE WITH PAY**

SECTION 1:

The following provisions shall apply to sick leave:

- A.** Each full-time employee who has completed the probationary period shall earn and accumulate one (1) day for each month worked during a school year. Probationary employees begin earning sick leave time beginning the first day following the completion of the probationary period. Employees shall be credited with a service accumulation for sick leave purposes at the end of each school year equal to the number of unused days of the sick leave allowance for that year. Sick leave accumulation may continue with limit during the service of the employee.

- B.** Employees who are dropped from full-time employment with the school district for any reason whatsoever, and who shall have used sick days in excess of those earned, shall have deducted from their last paycheck the amount of money equal to the pay received for days used above the earned amount of sick days.

- C.** Sick leave pay shall be authorized for the following causes:
 - (1)** Personal illness.

 - (2)** Emergency illness in the immediate family when necessary care cannot otherwise be arranged. The immediate family shall be limited to the employee's spouse, son, daughter, or any dependent relative living permanently in the family household.

 - (3)** Death in the immediate family, which shall include the employee's spouse, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, grandparents or any others approved by the Superintendent.
 - (a)** The employee may elect to take a maximum of five (5) days of leave for death without pay provided the employee shall so notify the Board in writing prior to taking the leave described in this Section 3.

- D.** The Board shall provide each employee with a written procedure for reporting absences. All employees are required to call in TWO HOURS before their start time in the event of an absence. Failure to meet this requirement may result in forfeiture of pay for the day.

- E. If the absence has been because of personal illness for a period of three (3) or more consecutive working days, the employee will file in the office of the Director of Maintenance and Operations, before returning to duty, a physician's certification that the employee is ready and able to return to work.

SECTION 2:

A. Sick Day Incentive:

Employees with perfect attendance during a fiscal year, July 1 through June 30, shall receive an incentive by having two (2) vacation days added to their vacation allowance the following year pursuant to the following provisions:

- 1) Perfect attendance shall be defined as no deduction to the sick leave allotment for the school year July 1 through June 30.
- 2) The vacation days must be taken for the year awarded at a time when school is not in session.
- 3) Notification must be provided no less than two (2) weeks in advance of using the days.
- 4) Failure to use the additional days within the year awarded will result in the loss of the days.

SECTION 3:

Personal Business:

- A. The personal business day may be used for legitimate business, professional and family obligations which cannot be met outside the employee's work day. Personal business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time when the employee is not regularly scheduled to work. The personal business day is not provided for casual or indiscriminate use.

Personal business shall cover the following areas:

- (1) Court cases, government or other legal business.
- (2) Moving.
- (3) A high religious observance of the employee's faith.
- (4) Graduation from high school or college of a member of the immediate family
- (5) Marriage of the employee or a member of the immediate family.
- (6) Matters of an emergency nature, including professional and family obligations, allowable at the discretion of the immediate supervisor.

- B. Each employee shall be granted a maximum of three (3) working days with pay for each working year for the purposes of personal business described in Section 2-A above. Employees who work less than twelve (12) months shall have this allowance prorated according to the number of months worked. At the end of each fiscal year, the Board shall add any unused portion of the three-day personal business allowance to the employee's sick leave accumulation for the ensuing fiscal year.
- C. A request for personal business day is to be submitted in writing, containing the reasons for the leave, to the Director of Maintenance and Operations, using the proper application form. The application must be submitted at least three (3) days prior to the requested leave day, except in the event of an emergency when a shorter notice may be acceptable.
- D. A personal business day will not be granted the last scheduled work day immediately before or the first scheduled work day immediately after holidays and vacation days, except in the event of an emergency.

SECTION 4:

- A. An employee who shall terminate his/her employment under the terms of the Michigan School Retirement Provisions or through permanent layoff (a period which the employee is not rehired within six (6) months of layoff), and who shall have worked continuously for the Lamphere Schools as a member of the custodial bargaining unit for 10 years immediately prior to the date of termination of employment, shall receive a lump-sum payment equal to the combined total of the two calculations below:
 - 1) The sick day balance in the employee's bank as of June 30, 2010 will be used to calculate an allowance in the amount of the employee's daily rate for 55% of the days.
 - 2) As of July 1, 2010, all accumulated sick leave days in excess of the number of days specified under section (a) above will be used to calculate an allowance equal to \$70 dollars for each unused sick day, provided that no employee shall receive more than seventeen thousand dollars (\$17,000) as maximum payment for retirement under this provision.
 - 3) All employee's who have at least 100 sick days as of June 30, 2010 will be allowed to exceed the maximum \$17,000 cap as specified in section A(2) above.
- B. An employee who shall interrupt his/her service in the district with an approved leave shall not be considered to break the "continuous service" provision of this section; provided, however, that the time on the approved leave shall not be counted toward the ten (10) year requirement of this section.
- C. Payments pursuant to this provision will be made via a Section 403 (b) TSA in accordance with the IRS regulations.
- D. Employees who shall elect to receive termination pay under this Section 4 and who shall later return as an employee with the district for any reason shall forfeit all rights to sick leave accumulation in the employees past

period of employment.

SECTION 5: Jury Duty:

All full-time employees called for jury duty shall be paid the employees regular salary for time lost from work duties. However, the employee shall return to the Board any other compensation for performance of such duties.

SECTION 6: Military Reserve Duty:

A full-time employee shall be granted leave with pay to a maximum of twenty (20) days per year for emergency duty with Armed Forces Reserve Units. The scheduled yearly active duty tour shall not be covered by this provision. Emergency duty also includes issuance of orders over which the employee had no control.

The employee's pay from the Board shall be the difference between the gross pay the employee receives from the reserve unit and the employee's regular daily rate of pay.

SECTION 7: The employer agrees to grant a paid leave for one (1) union officer to attend Union conventions of the AFL-CIO and AFSCME. Such leave shall not exceed five (5) work days per year.

The Union President agrees to furnish a document stating the dates of the convention and the name of the Union Officer who will be attending the convention. This document must be submitted to the Personnel Office at least seven (7) days prior to the date of the convention.

SECTION 8: The Union recognizes that employees of this bargaining unit are required to report to work when the district closes all schools for the entire day due to hazardous weather. In appreciation to those employees who report to work, the entire eight-hour shift assigned that day, the Board shall add two (2) hours pay at straight time to the time sheet of these employees.

SECTION 9: The district will adhere to the provisions of the family medical leave act.

**ARTICLE XXI
INSURANCE**

SECTION 1: The Board agrees to furnish all employees of this bargaining unit group life insurance coverage of \$40,000 subject to the rules and regulations of the insurance carrier. The policy shall provide for double indemnity for accidental death.

SECTION 2:

A. All full-time employees who shall meet the eligibility requirements of the insurance carrier shall be eligible for health insurance in this section; provided, however, that a married employee shall not be eligible for the Board plan if the married employee's spouse is eligible for paid health insurance in the course of the spouse's employment.

B. The Board shall pay the health insurance premium for eligible employees, hired prior to July 1, 2008, as provided in this Section.

All eligible employees hired after July 1, 2008 shall pay \$50 toward the monthly insurance premium making them eligible for the benefits provided in this Section; however a married employee's spouse shall not be eligible in the Board plan if the married employee's spouse is eligible for paid health insurance in the course of the spouse's employment. The employee shall be required to provide evidence of the spouse's lack of health insurance eligibility as required by the administration. If the employee's spouse is eligible to receive health care, then the district will cover only the employee and eligible dependent children.

All new custodial hires, hired after July 1, 2010, will be eligible for single care healthcare benefits with the option of purchasing coverage for eligible dependents. The healthcare plan offered will be of the district's choice.

1. Health insurance will be offered through a healthcare provider of the district's choice. It is understood that comparable insurance coverage to the 2009/2010 school year will be provided to all eligible employees.

The annual deductible shall be \$375/\$600.

- \$30 – Office co-pay – not applied to the deductible
- \$50 – Urgent care co-pay – not applied to the deductible
- \$30 – Chiropractic care co-pay – not applied to the deductible
- \$200 – ER co-pay – not applied to the deductible

The monthly premium co-pay for health insurance coverage shall be as follows for employees hired on or prior to June 30, 2010:

- Single person \$150/Month
- Two person \$250/Month
- Full family \$325/Month

The monthly premium co-pay for district provided single care health coverage for employees hired on or after June 30, 2010 shall be \$150/month.

- 2. The Board will provide all employees, selecting health care coverage with a paid drug prescription plan, administered by a company of the district's choice that will provide a co-payment of \$40 for "name brand," \$20 for "preferred" medication and a co-payment of \$5 for generic medication.
- 3. A Section 125 flexible-spending plan will be provided.
- C. If an eligible bargaining unit member does not elect health insurance coverage, the following amounts will be paid as a stipend to the bargaining unit member:

<u>COVERAGE ELIGIBILITY</u>	<u>MONTHLY AMOUNT</u>
Full Family	\$160
Two Person	\$125

- D. For appropriate coverage of any benefit listed in this section, the employee shall certify in writing that they are entitled to such insurance coverage. Violation of this certification shall require the employee to reimburse the Board for all payment made in the employee's behalf and exclusion from this benefit.
- E. Upon termination, resignation, dismissal, etc., with the Board, the employee's health insurance as described above will cease to be paid by the Board.

SECTION 3:

The Board will provide, without cost, to each regularly scheduled employee the following long-term disability coverage:

- A. A monthly benefit for long-term disability of sixty percent (60%) of monthly earnings, not to exceed \$2,200 per month, to the employee who is unable to work due to extended absence as a result of sickness or injury. The benefits shall commence after sixty (60) days of such absence and will be payable to the employee until death, retirement or return to work.
 - (1) For purposes of this long-term disability coverage, monthly earnings shall be the employee's regular annual salary divided by twelve (12) months. Further, the amount received from the insurance carrier will be reduced by any amount received from the Michigan Public School Employee's Retirement Fund, the Federal Social Security Act, Railroad Retirement Act, Veteran's Benefits, or such pensions.
 - (2) The employee shall elect one of the two options below by the 59th day of illness, and such decision shall be irrevocable during the term of this disability.
 - (a) To continue to be paid from accumulated sick leave until

exhausted, then being covered by the long-term disability insurance.

OR

(b) To be covered by the long-term disability insurance after the 60th day of continuous absence and retain all remaining accumulated sick leave.

(3) Should the employee fail to notify the Board of their option, then the Board shall implement option (b) in Section 2 above.

SECTION 4: The Board will provide the following dental plan with orthodontic rider:

Type A	75%/25%	\$1,400 maximum
Type B	75%/25%	\$1,400 maximum
Type C	75%/25%	\$1,400 maximum
Type D	75%/25%	\$1,000. life-time maximum

SECTION 5: The Board shall provide co-op optical Plan VI insurance.

**ARTICLE XXII
GENERAL PROVISIONS**

SECTION 1: Any person employed from outside the bargaining unit on a daily basis to perform the work of an absent full-time employee shall be considered a substitute employee and not entitled to any benefits under this Agreement.

SECTION 2: It is recognized that several cooperative work education programs in the schools are valuable and necessary experiences to the educational welfare of our students. The parties further agree that the work done by students is not intended to replace custodian positions. The students will in no way interfere or conflict with duties being performed by regular employees.

A. Students in the work education programs may assist and do the duties of the bargaining unit employee(s).

The amount of people involved in the work education programs will not exceed five (5) percent of the custodial work force.

Should the employment of the five (5) percent rule result in a fractional number of students allowable, then such number of students shall be rounded to the nearest whole number.

SECTION 3: During the summer vacation when students are not in attendance, the Board may employ summer temporary substitutes. The number of substitutes during this time shall be limited to eight (8) over and above the existing approved bargaining unit positions, excepting only that the Board may employ additional substitutes to replace employees on a long term leave of absence. Effective July 1, 1991, Section 1 herein, will apply only when school is in session.

SECTION 4: Any employee shall have the right to inspect their central personnel file. The employee must make an appointment with the appropriate department in order that an employee of that department will be available to be present when the employee inspects the file. Privileged information, such as personal references, normally sought at the time of employment is specifically exempted from review. The administrator will remove these confidential reports from the file prior to a review of the file by the employee.

SECTION 5: The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been with the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless by mutual agreement.

SECTION 6:

This Agreement is subject in all respect 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 Union and employees in the bargaining unit, and in the event that any provisions of this Agreement shall be at any time to 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.

SECTION 7:

The Union and Board agree that the employment of custodial and maintenance personnel in the Lamphere Schools is necessary to further the educational goals for all its students. A necessary part of this employment is the insurance that a full work force is available when needed to perform the work required to accomplish the educational goals. Recognizing this, both parties agree to make every effort to insure that the absenteeism of an employee is for just cause. Whenever an employee's absenteeism is a matter of concern, the Director of Maintenance and Operations shall meet with the employee to discuss the problem. If in the Supervisor's opinion a cooperative effort from the Union is necessary, the Supervisor may follow the procedures below:

- A. The Supervisor shall notify in writing to the President of the Union when they believe that an employee's absenteeism record is a matter of concern. The Board shall not report hospitalization, extended illness or other extenuating circumstances which are known to have contributed to the absenteeism.
- B. The Union may meet with the employee to discuss the absenteeism record of the employee. Suggestions and/or counsel may be given to the employee by the Union which shall further the aim of improving the employee's work appearance record.
- C. The Union shall notify the Board of the action taken.

SECTION 8:

The Board will provide the Union one-hundred (100) copies of the master agreement during the lifetime of the agreement. It is the responsibility of the Union to provide employees in the bargaining unit with their personal copy.

**ARTICLE XXIII
SALARY PROVISIONS**

SECTION 1: Time elements between each step of the salary schedule shall be twelve (12) months.

SECTION 2: Increments shall be paid to the employees as follows:

- A. The sixty (60) day increment shall begin the sixty-first (61st) day after employment of all employees who have successfully completed the probationary period.
- B. Annual increments shall be paid according to the salary schedule on the anniversary date of initial hiring of the employee.

SECTION 3: Employees who shall be authorized to use their cars during the course of their employment shall be paid at the rate established July 1, each year, by the Internal Revenue Service (IRS).

SECTION 4: Night leaders shall be designated at a school whenever such school shall have two or more regular employees during the night shift period. Elementary night custodians designated to handle activities scheduled in the school shall receive an additional \$.20 (twenty cents) per hour for this responsibility.

- SECTION 5:**
- A. Employees shall be eligible for longevity pay after five (5) continuous years of service to the district. Unpaid leaves of absence shall not be counted towards longevity pay.
 - B. Longevity pay shall be paid to the eligible employee on the last payday before the end of the fiscal year, June 30.
 - C. Employees who shall terminate their employment before June 30, of each fiscal year and are eligible for longevity pay shall have the longevity allowance prorated to cover the months of the fiscal year that they were employees of the school district.
 - D. The schedule of payment for longevity shall be as follows:

Beginning July 1, 2000:

Years of Service	2010/2011	2011/2012
5 through 9	\$300	\$300
10 through 14	\$475	\$475
15 and Above	\$500	\$500

SECTION 6:

- A. The Board shall pay a premium to employees assigned to the second and third shifts. Employees who work overtime shall be paid at the rate indicated by their regular assignment and classification and shall not be eligible for the shift premium when the overtime hours are worked unless

they are receiving a shift premium when the regular time is worked.

- B. The second shift shall be defined as the employee's starting time for an eight (8) hour assignment to be after three o'clock (3:00) p.m. During the term of this Agreement, the rate shall be eleven (11 cents) cents per hour. Effective July 1, 1996, the above rate shall be twenty-five (25) cents per hour.
- C. The third shift shall be defined as the employee's starting time for an eight (8) hour assignment to be after eleven o'clock (11:00) p.m. During the term of this Agreement, the rate shall be thirteen (13 cents) cents per hour. Effective July 1, 1996, the above rate shall be twenty-seven (27) cents per hour.

SECTION 7:

The Board agrees to provide each employee with six (6) uniforms annually. The uniform shall consist of a shirt and trousers of a quality and color as chosen by the Board and shall have the employee's name and the district's name or logo. It shall be the responsibility of the employee to clean and repair the uniform as required. A uniform that is damaged through the negligence of the employee shall be replaced if less than one year old with the employee paying a prorated share of the replacement cost.

The employee is required to wear the uniform at all times during the performance of their duties. A letter of understanding shall be drafted and approved by the Union and Administration to accommodate times when a full uniform may not be required in the performance of their duties. Above referenced letter is included as exhibited in Appendix A.

The Board will provide one (1) new Carhart wool-lined jacket, or equal, every three (3) years for grounds men. Grounds men who terminate their employment, or transfer to other positions shall return the jacket to the Director of Maintenance and Operations.

Every other year, no later than August fifteen (15), the employee shall inform the board of the option to purchase a jacket or boots and gloves rather than the annual uniforms. This expenditure (optional) shall not exceed one hundred, thirty (\$130.00) Dollars.

SECTION 8:

Job Classifications shall be identified as follows:

Class I:

- 1. School custodian
- 2. Utility custodian

Elementary Night Leader receives additional
\$.20 (twenty cents) per hour

Class II:

1. Secondary Night Leader
2. Pool Operator

Upon certification, pool operator will receive an additional \$.15 (fifteen cents) per hour

Class II-A:

Lamphere High School Night Leader
Page Middle School Night Leader

Class III:

1. Painter
2. Roofers

Class IV:

1. Secondary Second Day Man
2. Elementary Man in Charge
3. Warehouseman

Class V:

1. Middle School Day Man in Charge
(will receive an additional \$.20 (twenty cents) per hour)
2. Groundsman

Class VI:

1. Senior High Day Man in Charge
2. Head Groundsman

Class VII:

1. Maintenance
2. Electrician
3. Plumber

Article XXIII – Salary Provisions, SECTION 9 – CUSTODIAL PAY SCHEDULES

2010/2011 PAY SCHEDULE A:

There will be a zero percent pay increase for all employees for the 2010/2011 school year. A \$500, off-schedule, lump sum payment will be paid to all employee’s covered by this collective bargaining agreement as of July 1, 2010. The one-time payment will be paid on June 25, 2010.

For employees hired July 1, 2008, or thereafter, the hourly rate schedules shall be in effect for 2010/2011 rate as follows:

Class I	Hourly Rate
Step 0	\$13.31
Step 1	\$14.16
Step 2	\$14.86
Step 3	\$15.36
Step 4	\$16.29
Step 5	\$17.28

2010/2011 PAY SCHEDULE B

For employees hired between February 28, 1996 and June 30, 2008 the hourly rate schedules shall be in effect for 2010/2011 as follows:

Class I	Hourly Rate
0	\$15.12
1	\$16.09
2	\$16.89
3	\$17.45
4	\$18.51
5	\$19.63

2010/2011 PAY SCHEDULE C:

For employees hired February 27, 1996 or before the hourly rate schedules shall be in effect for 2010/2011 as follows:

Step	Class I	Class II	Class II-A	Class III	Class IV	Class V	Class VI	Class VII
0	\$16.12							
1	\$17.06							
2	\$17.89							
3	\$18.47							

4	\$19.63	\$19.93	\$20.55	\$21.16	\$21.26	\$21.95	\$22.48	\$23.44
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2011/2012 PAY SCHEDULE A:

Agree to a decrease in the hourly rate of 2.0% effective for the 2011/2012 school year for employees hired prior to July 1, 2008.

Agree to a 2.0% off schedule payment to be paid prior to June 30, 2011.

There will be a zero percent pay increase for all employees for the 2011/2012 school year.

For employees hired July 1, 2008, or thereafter, the hourly rate schedules shall be in effect for 2011/2012 rate as follows:

Custodial Pay Scale 2010 - 2011 & 2011 - 2012		
There will be a zero percent pay increase for all employees for the 2011/2012 school year For employees hired prior to July 1, 2008.		
2011/2012 PAY SCHEDULE A:		
For employees hired July 1, 2008, or thereafter, the hourly rate schedules shall be in effect for 2011/2012 rate as follows:		
2010-2011		11-12
Class I	Hourly Rate	-2%
Step 0	\$13.31	\$13.31
Step 1	\$14.16	\$14.16
Step 2	\$14.86	\$14.86
Step 3	\$15.36	\$15.36
Step 4	\$16.29	\$16.29
Step 5	\$17.28	\$17.28

2011/2012 PAY SCHEDULE B		
For employees hired between February 28, 1996 and June 30, 2008 the hourly rate schedules shall be in effect for 2011/2012 as follows:		
2010/2011		11/12
Class I	Hourly Rate	-2%
0	\$15.12	\$14.82
1	\$16.09	\$15.77
2	\$16.89	\$16.55
3	\$17.45	\$17.10
4	\$18.51	\$18.14

5	\$19.63	\$19.24						
2011/2012 PAY SCHEDULE C:								
For employees hired February 27, 1996 or before the hourly rate schedules shall be in effect for 2011/2012 as follows:								
2010/2011								
Step	Class I	Class II	Class II-A	Class III	Class IV	Class V	Class VI	Class VII
0	\$16.12							
1	\$17.06							
2	\$17.89							
3	\$18.47							
4	\$19.63	\$19.93	\$20.55	\$21.16	\$21.26	\$21.95	\$22.48	\$23.44

2011/2012								
Step	Class I -2%	Class II -2%	Class II-A -2%	Class III -2%	Class IV -2%	Class V -2%	Class VI -2%	Class VII -2%
0	\$15.80							
1	\$16.72							
2	\$17.53							
3	\$18.10							
4	\$19.24	\$19.53	\$20.14	\$20.74	\$20.83	\$20.83	\$22.03	\$22.97

**ARTICLE XXIV
DURATION OF AGREEMENT**

SECTION 1: This Agreement shall be effective as of July 1, 2010, through and including June 30, 2012.

SECTION 2: This Agreement shall continue in full force and effect from year to year after the termination date of this Agreement (June 30, 2010) unless written notice of desire to cancel or terminate, or modify or change the Agreement is served by either party upon the other at least sixty (60) days prior to the termination date of this Agreement.

SECTION 3: It is further agreed by the parties hereto that upon receiving proper cancellation notice or modification notice to this Agreement, as provided in Section 2 of this Article, the parties agree to start negotiations at least forty-five (45) days before the termination date or any subsequent termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands.

For the Board of Education, The Lamphere Schools, Madison Heights, Oakland County, Michigan:

President Date

Secretary Date

For the American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliates, Local 1434 and Council No. 25:

President, Local 1434 Date

Secretary Date

Witness Date