



GROSSE POINTE  
PUBLIC SCHOOL SYSTEM

Master Agreement  
2009—2013

*The Grosse Pointe Public School System*

*The Grosse Pointe Plant Association/MEA*

*389 St. Clair  
Grosse Pointe, Michigan 48230*

**AGREEMENT BETWEEN**  
**THE GROSSE POINTE PUBLIC SCHOOL SYSTEM**  
**AND**  
**THE GROSSE POINTE PLANT ASSOCIATION/MEA**  
**2009-2013**

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## **ARTICLE 1**

### ***Preamble***

1.1 WHEREAS, the Association is the exclusive representative, for the purposes of collective negotiations with the Board with respect to rates of pay, wages, hours of employment, and other conditions of employment of the employees covered by this Agreement; and

1.2 WHEREAS, following extensive negotiations, certain understandings have been reached between representatives of the Board and the Association concerning such matters for the years 2009-2013.

1.3 NOW, THEREFORE, in consideration of the following mutual covenants, the Association and Board hereby agree as follows:

## **ARTICLE 2**

### ***Recognition***

2.1 The Board recognizes the Association as the sole and exclusive bargaining representative for all full time Plant employees and those part time employees regularly scheduled to work four (4) or more hours per day, Plant personnel identified in Appendix A hereto, (but excluding the High School Plant Manager at each of the Board's high schools, the Warehouse Supervisor and all other supervisors and administrators as defined by law, and all temporary, substitute, and part time employees regularly assigned to work less than four (4) hours per day), in all matters of disputes or grievances which may arise during the term of the Agreement as to the application, interpretation or compliance of either party as to its rights under the Agreement. All such employees of the Board covered by this Agreement are hereinafter referred to as "employees".

## **ARTICLE 3**

### ***Rights of the Board***

3.1 There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of the Agreement, which rights shall include by the way of illustration, the following:

3.2 To manage and administer the School System, its properties and facilities and to direct its employees in the course of their duties.

3.3 To hire all employees, including part time, temporary and substitute employees, and determine the qualifications for their employment.

3.4 To establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions which are not inconsistent with the provision of this Agreement or violate law, and

3.5 To determine future staffing needs of the bargaining unit.

3.6 None of the foregoing rights shall be exercised in such a manner as to conflict with any other express provision of this Agreement.

## **ARTICLE 4**

### *Fair Employment Practices*

4.1 The Board agrees that neither it nor any of its administrative agents shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, non-disabling handicap, political activities, or membership or participation in the activities of the Association or any other employee organization. However, no matter arising under this paragraph shall be subject to the arbitration provision set forth in Article 6.

4.2 The Association agrees that it shall admit all employees to its membership without discrimination by reason of race, creed, color, national origin, sex, age, marital status, non-disabling handicap, or membership or participation in the activities of any other employee organization. Membership in the Association shall not be required as a condition of employment of any employee with the Board.

## **ARTICLE 5**

### *Rights of the Association*

#### **ACCESS TO BOARD INFORMATION**

4.3 The Board agrees to furnish to the Association, upon reasonable request, such information concerning the financial resources of the School District, which by law is available to its residents. In addition, the Board will furnish the Association, upon reasonable request, other available information that will assist the Association in preparing for negotiation of a subsequent collective bargaining agreement or is necessary for the Association to process any grievance in the grievance procedure.

5.2 The Association shall be advised by the Board of any new or modified fiscal, budgetary, or tax programs which are proposed or under consideration, and the Association shall be given reasonable opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.

5.3 It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of the Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board and during the term of this agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.

#### **PAYROLL DEDUCTIONS**

5.4 The Board agrees to deduct from the salaries of employees dues for the Association, when voluntarily authorized in writing by each employee desirous of having his dues deducted.

5.5 Individual authorization forms shall be furnished to the Board by the Association and, when executed, filed by the Association with the Business Office.

5.6 Authorizations filed with the Business Office on or before July 1, shall become effective with the first paycheck within thirty days after the filing of the authorization.

5.7 Authorizations, once filed with the Business Office, shall continue in effect until revoked by the employee on a form available from the Association and filed with the Business Office provided, a revocation filed after the first duty day of a year shall not be effective until the first paycheck of the succeeding year.

5.8 Dues shall be deducted in equal installments, beginning with the first paycheck of each new year.

5.9 The Association shall, at least thirty (30) days prior to the beginning of each year, give written notification to the Business Office of the amount of its dues which are to be deducted in that year under such authorizations. The amounts of the deductions for these dues shall not be subject to change during that entire year.

5.10 For purposes of this Article, the term "year" shall mean the twelve month period beginning with July 1<sup>st</sup> of each calendar year.

5.11 Dues deducted shall be sent to the Association within thirty (30) days of receipt under procedures to be established by the Board's Business Office.

5.12 The right to refund to employees monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

5.13 The Board agrees to continue to make voluntary payroll deductions, upon written authorization therefore, from the salaries of employees for the following: Tax Sheltered Annuities, Hospitalization insurance rider premiums, U.S. Savings Bonds purchases, the Michigan First Credit Union and United Foundation pledges; and agrees to disburse these deductions for the purposes intended. Procedures for these payroll deductions shall be established by the Board's Business Office.

5.14 The Board agrees to make direct deposit of the employee's paycheck to the bank, credit union or other appropriate institution that accepts this process.

5.15 Officers or designated representatives of the Association may be granted with the approval of the Assistant Superintendent of Human Resources, short leaves of absence, with or without pay, to participate in area, regional, or state organizational or business activities of the Michigan Education Association to the extent necessary to fulfill the business functions of the Association and allowable under the law.

#### **RELEASED TIME FOR PRESIDENT**

5.16 The President or his designated representative shall be granted fifteen (15) days per year of paid released time to serve the Association for purposes of administering the conditions of this contract. The Association shall reimburse the Board for one-half of the cost of a substitute for the President or his designated representative. All released time will be arranged by mutual agreement between the President of the Association or his designated representative and his supervisor.



## **AGENCY SHOP**

5.17 Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of his employment, shall tender as a fee to the Association, the amount certified by the Association which shall be in accordance with law provided, however, that the employee may authorize payroll deductions for such fee in the same manner as provided in Paragraphs 5.4-5.7 hereof. The Association agrees to explain to any employee who is an Agency Fee Payer his legal rights as determined by the courts under this Agency Fee Provision.

5.18 In the event that an employee shall refuse to tender such fee directly to the Association or authorize payment through payroll deduction as provided in Paragraphs 5.4-5.7 hereof, the Board shall upon motion of the Association cause the termination of employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

5.19 The procedure in all cases of discharge for violation of this Article shall be as follows:

5.20 The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) working days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not affected.

5.21 If the employee fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

5.22 In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to tender the Agency Shop fee.

5.23 The Association agrees to assume the legal defense of any suit or action brought against the Board, its agents or employees arising out of the implementation or enforcement of this provision. Furthermore, the Association agrees to indemnify the Board, its agents or employees for any costs or damages which may be assessed as a result of said suit or action.

## **BUILDING FACILITIES**

5.24 The Association and its members may use the Board of Education building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be made to the building administrator. The Association and its members may make reasonable use of Board of Education equipment and supplies at times and under procedures approved by the building principals or Superintendent of Schools. The Association agrees to reimburse the Board for damage to equipment entrusted to its use and for any materials used for its purposes. The Association may post Association notices on any bulletin board ordinarily designated for Association use.

5.25 The Association shall have the right to use the inter-school mail service and designated bulletin boards for Association material, provided that such material is clearly identified and the Association accepts all responsibility for such material. The Association agrees that it will not use the mail service, or post on bulletin boards, materials or literature of a political nature.

## **BOARD AGENDA ITEMS**

5.26 The Association may submit agenda items for possible consideration at regular Board of Education meetings provided they are delivered to the office of the Superintendent of Schools in writing at least ten (10) working days prior to the regular meeting. A copy of the agenda shall be provided by the Association's President prior to each regular meeting of the Board of Education.

## **ARTICLE 6**

### ***Grievance Procedure and Periodic Meetings***

#### **DEFINITIONS**

6.1 A "Grievance" shall mean a complaint by an employee, or a group of employees, or the Association, based upon an event, condition, or circumstance under which an employee works, allegedly caused by a violation, misinterpretation, or misapplication of established policy or of any provision of this Agreement.

6.2 An "Aggrieved Person" shall mean the person or persons making the complaint, either individually or through the Association.

#### **GENERAL PRINCIPLES**

6.3 The primary purpose of the procedure set forth in this Article is to insure, at the earliest level possible, equitable solutions to complaints or grievances. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

6.4 It shall be the firm policy of the Board to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his employment status.

6.5 Except as otherwise provided herein, any aggrieved person may be represented at all meetings and all hearings at all steps of the grievance procedure by another employee, or by another person; provided however, the aggrieved person shall in no event be represented by an officer, agent, or other representative of any employee organization other than the Association; and provided further, when an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all steps of the grievance procedure.

6.6 Nothing in this Agreement shall be interpreted to mean that an individual employee shall be prevented from presenting a grievance (or having an adjustment in an individual grievance) without the Association becoming directly involved, as long as any such adjustment does not violate the terms of this Agreement. The Association has the right to be present when such an adjustment is to be made. The Board further agrees to provide immediately to the Association a copy of all written grievances lodged and decisions rendered relative to these grievances, together with the supporting reasons for the decisions. All days in the grievance procedure shall be duty days.

6.7 The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal concerning the particular grievance.

6.8 If a grievance affects a group of employees and if in the judgment of the Assistant Superintendent of Human Resources there is no authority to resolve the grievance at a lower level, such grievance shall be considered a "class" grievance and shall be commenced at step two. A "class" grievance under this section shall not be considered unless it is submitted in writing to the Assistant Superintendent of Human Resources within fifteen (15) duty days after the event or occurrence, which is the basis of the grievance, became known to the President of the Association. As a condition to commencing a "class" grievance at step two, the Association shall define the group or groups of employees affected by such grievance.

6.9 At any step the failure of an administrator to communicate his decision to the employee within the specified time limits shall permit him and/or the Association to proceed to the next step.

6.10 It shall be the general practice of all parties to process grievance procedures during times which do not interfere with assigned duties.

6.11 Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents that have been approved by the Board and the Association shall be printed and given appropriate distribution by the Board.

6.12 The following matters, among others specified elsewhere in this Agreement, shall not be subject to arbitration under this grievance procedure:

6.13 The termination or discipline of a probationary employee.

6.14 The provisions of any insurance contracts and/or policies provided pursuant to Paragraphs B.1-B.30 of this Agreement.

6.15 Any matter set forth in this Agreement which is covered by a state or federal statute and may be pursued through an administrative agency. It is the purpose of this provision to deny use of the arbitration procedure to employees who have one or more administrative remedies available to them outside of the scope of this Agreement.

## **PROCEDURE**

### **INFORMAL CONFERENCE**

6.16 Prior to invoking the grievance procedure at Level One, an employee who has a complaint will discuss the matter first with his immediate supervisor when appropriate. If the grievance is not within the authority of the immediate supervisor, the grievant may begin the grievance process with the appropriate (different) supervisor. He/she may be accompanied by a member of the Association if he/she so desires. The matter must be discussed not later than five (5) duty days after the occurrence on which the complaint is based, or a subsequent grievance on the matter will not be considered. When the employee inaugurates the informal process of the grievance procedure, he/she must inform the supervisor that the discussion is part of the grievance procedure.

### **STEP ONE**

6.17 If a complaint is not satisfactorily resolved at the informal conference the aggrieved party may file a written grievance. Such grievance shall be filed with the appropriate administrator within five (5) duty days after the matter was discussed with such administrator. Within five (5) duty days of the receipt of the written grievance, such administrator shall state his decision in writing concerning

the grievance, together with the supporting reasons therefore, and furnish one copy to the aggrieved person and two copies to the Association.

### **STEP TWO**

6.18 If the administrator denies the grievance, the aggrieved party may within five (5) duty days thereafter, refer the grievance to the Assistant Superintendent of Human Resources. Within ten (10) duty days after the receipt of the grievance the Assistant Superintendent of Human Resources will meet with the aggrieved party to consider the grievance. Any person having knowledge of this matter may be required to attend this meeting as a witness. A written decision on the matter, together with supporting reasons, shall be given to the aggrieved party and the Association with five (5) duty days after the meeting.

### **STEP THREE**

6.19 Any grievance which remains unsettled after having been fully processed through step two of the grievance procedure shall be submitted to binding arbitration, upon the written demand of the Association. In order to be effective, such written demand must be made within sixty (60) days after the final answer of the Assistant Superintendent of Human Resources to the grievance has been given to the Association in step two of the grievance procedure.

6.20 If such a demand is not made within said sixty (60) day period, the grievance shall be deemed settled on the basis of the last answer of the Board in step two.

6.21 The Board may utilize the following procedure in connection with any grievance involving interpretation or application of this agreement, or contract violations against the Association or any of its members:

6.22 The Board shall present a complaint in writing to the President of the Association who will schedule a meeting between the Association Executive Board and Board representative within ten (10) working days after receipt of the complaint.

6.23 If no satisfactory adjustment is obtained within ten (10) working days after the meeting between the Association Executive Board and Board representatives, the Board shall have the right to have the matter handled in accordance with the arbitration provisions set forth in Paragraphs 6.24-6.29 of this agreement.

6.24 Except where modified by written agreement signed by the Board and the Association, the voluntary labor arbitration rules of the American Arbitration Association shall apply to the selection of the impartial arbitrator and to the arbitration proceedings. The Board and the Association agree to accept the arbitrator's award as final and binding upon all parties including the employee(s) involved in the grievance.

6.25 In connection with the arbitration of any grievance hereunder the following rules shall apply:

6.26 In no event shall an arbitrator be empowered to modify, detract from or alter the provisions of this Agreement. His power shall be limited to determining whether the Board has violated, misinterpreted or misapplied any of the terms of the Agreement. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendations as to other matters.

6.27 The questions to be arbitrated shall be jointly stipulated by the Board and the Association, or if they are unable to agree, each party shall submit its written statement of questions to the arbitrator and each other at least ten (10) days in advance of the scheduled hearing date.

6.28 No more than one grievance may be heard by the arbitrator at one time unless both parties agree to consolidate two or more grievances for hearing and decision, or unless the arbitrator directs the consolidation of two or more grievances submitted to arbitration arising out of the same incident and involving similar questions of dispute.

6.29 The fees and expenses of the arbitrator and the fees of the American Arbitration Association shall be shared equally by the Board and Association.

### **COMMUNICATIONS**

6.30 The President of the Association or another Association member designated by the President shall be recognized by the Board as the official representative of the Association to receive official communications under this grievance procedure.

### **PERIODIC MEETINGS**

6.31 The Board further recognizes the valuable assistance to be gained in its responsibility of determining school district policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and the Association shall meet periodically when necessary, to discuss policies of legitimate concern to the Association and problems relating to the implementation of the Agreement. In no event are such meetings to be used for discussion of existing grievances, or by either party to demand any modifications to the provisions of the Agreement, unless mutually agreed by both parties.

### **QUALITY OF WORK AND WORK—LIFE**

6.32 The Association and the District shall form a "Quality of Work and Work-Life Committee". It shall encourage issues that would benefit the District and the employee. The committee shall meet on a monthly basis or as needed. Both the District and the Association will make an honest effort to resolve issues as presented by the Committee. The intent is not to circumvent the grievance and/or bargaining process.

## **ARTICLE 7**

### ***Rights of the Employee***

#### **GENERAL**

7.1 Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the employee. The Board shall provide comprehensive liability insurance protection under the liability policy now carried by the Board for all employees in its employ, with limits of \$500,000 for a single injury, \$1,000,000 for single occurrence, and \$100,000 for the property of third parties, against damages arising out of the negligence of any employee while acting within the scope of his duties as such, subject to the exclusions contained in

such policy. The Board shall continue to provide Workers' Compensation for all employees in the manner required by the laws of Michigan.

7.2 No employee shall be required to administer any first aid to or for a student. He/she will be expected to notify proper authorities or agencies of serious injuries to students if no other adult is in charge of the activity.

7.3 No employee shall be required to transport any child for any reason.

7.4 The Board will provide protective clothing and safety devices if in its judgment the same are required by the nature of the employee's job. The Board will provide for the maintenance of such articles.

7.5 If any provisions of this agreement shall be found contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, then such provisions shall be deemed invalid except to the extent permitted by law but all other provisions shall remain in full force or effect. Upon written request by either party, within ten (10) days of the action, the parties agree to confer in an attempt to reach a mutually satisfactory replacement, if necessary.

7.6 Supervisors of plant personnel employees may perform bargaining unit work for the purpose of training and instruction of employees, for emergencies, or to temporarily cover vacancies caused by the absence or tardiness of other employees when a substitute cannot be readily obtained. Every reasonable effort shall be made to supply substitutes where necessary. Supervisors shall not perform bargaining unit work for the express purpose of depriving employees of overtime, but only to keep the operation properly functioning.

### VACANCIES

7.7 In the event of a vacancy resulting from retirement, resignation, leave of absence or other termination of employment, it shall be filled according to the following order of procedure: transfer, reassignment, promotion, recall, and new hire.

7.8 Initial vacant positions within the bargaining unit will be posted for a period of at least six (6) duty days in a mutually designated place in each building. Any subsequent postings as a result of filling the initial vacancy would be posted for a period of at least three (3) days. However, the posting board at the Administration Building shall be recognized as the official posting location. The posting will include the job classification, job location, shift, job responsibilities, qualifications and application deadline. A copy of all postings shall be promptly delivered to the Association President. The Board will not delay filling positions for arbitrary and capricious reasons.

7.9 Each employee interested in applying for the posted position must do so in writing to the Department of Human Resources. It is the employee's responsibility to assure his application letter (or form) has been received by the Human Resources Department prior to the application deadline. Any employee's application letter (or form) received after the application deadline stated on the posting shall not be considered for the vacancy.

7.10 Employees on vacations or any other approved absence shall have the responsibility of notifying the Human Resources Office in writing of their interest in any vacancy. Those employees so notifying the Human Resources Office shall receive notice of all vacancies posted during their vacation by postcard, provided they have informed the Human Resources Office, in writing, of their vacation mailing address.

7.11 The Human Resources Office will notify any successful applicant (with a copy to the Association President) of the award of the position to him, and all unsuccessful applicants of the rejection of their request. Any unsuccessful applicant, upon his request, will be granted an interview with the Assistant Superintendent of Human Resources to review the reasons why his application was rejected, and will be provided a written statement of such reasons upon request.

### **DEFINITION OF TERMS**

7.12 Transfer is defined as a change from one building to another and/or the shift to be worked of the employee which does not entail a change in job classification (Example: Custodian to Custodian).

7.13 Reassignment is defined as a change from one job classification (responsibility) to another within the same group classification or lower classification, if qualified. (Example: Custodian Leader to site position). If the applicant voluntarily downgrades his job classification, he shall have a five (5) day trial period.

7.14 Promotion is defined as a change from one job and group classification to another, which results in an increase in regular compensation (Example: Custodian to General Maintenance).

7.15 A posted vacancy shall be filled by a transfer of the employee who has the greatest seniority of those currently holding the same job classification and applying for the position, provided said employee has not received a reprimand or a less than satisfactory evaluation within a one year period preceding his application. However, if the conduct which is the basis for the reprimand has been corrected and the correction is noted in the evaluation, such reprimand shall not be a basis for denying the transfer.

7.16 The employee who is transferred to a vacancy shall not be eligible to apply for another transfer for a period of six (6) calendar months from the effective date of the transfer.

7.17 If the vacancy is not filled by transfer, bids for reassignment will be considered. Reassignment of an employee will be based on posted qualifications and seniority. When the qualifications of two or more applicants are equal, the employee with the most seniority shall be reassigned. The Board shall have the right to return the employee to his former position within twenty (20) duty days, if in its judgment his work is unsatisfactory.

7.18 If the vacancy is not filled by reassignment, bids for promotion will be considered. Promotion of an employee will be based on work experience, training, and recommendations and evaluations of supervisors. Seniority shall be considered only when two or more applicants are equal in all other criteria.

7.19 Employees promoted to a new classification shall be placed on the salary or wage schedule at an increase in hourly rate equivalent to no less than twenty cents (20¢) per hour for each classification of upgrading.

7.20 An employee receiving a promotion shall receive a twenty (20) working day trial period in the job classification. During the period he/she may be removed by the Board for unsatisfactory performance of the work of the new classification, which decision shall be appealable through all steps of the grievance procedure, or may, at his option, return to his former classification. In either event, within such twenty (20) day period, his return to his former classification is guaranteed. However, a return to the building and/or shift previously worked by him is not guaranteed.

7.21 An employee who reverts to his old classification shall revert immediately to his former salary or rate of pay, and shall forfeit the right to bid for any promotion for a period of twelve (12) months if the return is at the employee's option. If the Board returns the employee to his former classification, he/she may bid for another promotion at any time provided there is no grievance pending concerning his return from promotion.

7.22 If the vacancy is not filled by promotion, it will be offered to qualified employees who have been affected by a workforce reduction in accordance with the procedures set forth in Paragraph 12.16 of this Agreement.

7.23 When a vacancy occurs in a school building or department by reason of long term illness of an employee, it shall normally be filled on a permanent basis (by an employee who is or a new hire who shall become a member of the Association) after 120 consecutive working days; providing, this period may be extended by mutual agreement of the Association and the Board.

7.24 Any person bidding or applying for a position of engineer must possess an appropriate boiler license prior to submitting such application or bid. Any person appointed or promoted to a position of a head custodian engineer (including present employees in those job classifications) must obtain an appropriate boiler license within twenty-four (24) months of his hire or promotion, or shall thereafter be subject to being reclassified and replaced in such position by another person. An employee who fails to maintain a license that is required in the original posting or a license that is required by a government agency shall be subject to demotion. It is the employee's full responsibility to maintain valid license(s). During the period of time an employee is in the position without an appropriate license he/she shall be paid at the proper step in Classification C.

7.25 Any employee may be transferred or reassigned by the Board where, in its judgment, the best interests of the School District are served thereby. The Board agrees it will not act arbitrarily or capriciously in making such decisions. Moreover, the Association will be informed of such decisions within a reasonable time.

7.26 Temporary assignments within an employee's job classification or to another classification not to exceed one hundred twenty (120) working days in length, may be made by the Board for training purposes, to cover absences, to meet emergencies, or where otherwise required for adequate coverage of work.

7.27 Any regular employee who is required to assume temporarily the duties of another employee in a higher paid classification shall be paid at the rate of his regular classification for the first five (5) days. If he/she is required to continue in such temporary position for more than five (5) days:

7.28 He/she shall receive an additional compensation of ten cents (10¢) per hour for each classification above his regular classification or Step 1 pay for that classification, whichever is greater, until relieved of such additional duties or reassigned to his former assigned duties, and

7.29 The additional pay of the high classification shall be retroactive to the first hour of assuming such additional duties.

7.30 When a custodian works for a custodian leader, the employee will receive the classification C rate of pay if he/she does not have a license.



7.31 Any regular employee who is required to assume, temporarily, the duties of another employee in a lower-rated classification, shall be paid at his regular (former) classification rate for such period, including any shift differentials.

### **PERSONAL PROPERTY OF EMPLOYEES**

7.32 The Board shall reimburse an employee, in an amount not to exceed \$125.00 for loss, damage, theft, or destruction, while on duty of his personal property of a kind normally worn or brought into the school building, when the same has not been caused by the negligence of the employee. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money. This obligation shall not extend to any loss or damage to motor vehicles of an employee. The obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the employee and shall be payable only after the employee has first exhausted all possibility of collecting for such loss under his own insurance, if any.

7.33 In the event any employee chooses to bring personal property, of a type described above (but excluding clothing and personal effects) and having a value greater than \$10.00 to a work station, the following procedure must first be followed:

7.34 Discuss with the supervisor the manner in which the material or equipment is to be used.

7.35 Discuss the safety factor of the equipment.

7.36 Establish with the supervisor the value of the property prior to its use.

7.37 Determine with the supervisor the length of time the personal property is to remain in the building and assume the responsibility for its removal at a specified time.

### ***Leaves of Absence***

### **SICK LEAVE**

### **ELIGIBLE EMPLOYEES**

7.38 Subject to Paragraph 7.42 hereof, regular employees who are regularly assigned to work four (4) hours per day shall be provided an unlimited sick leave program for personal illness or disability to the extent of six months (120 duty days) for each related illness or disability after completion of eight (8) years of service with the Board. A long term disability insurance program to cover illnesses and disabilities exceeding six months (120 duty days) shall be supported by the Board for employees who have completed one year of service as provided in Paragraphs B.1-B.30 of this Agreement.

7.39 Only personal illness or disability and/or emergency medical procedures are covered by this sick leave policy. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.

7.40 Only employees hired before March 1, 2006 shall be eligible for unlimited sick leave. This eligibility will commence on the first duty day following completion of eight (8) years of service as required by Paragraph 7.38.

7.41 Subject to Paragraph 7.38 hereof, regular employees working four (4) or more hours per day shall earn one (1) sick day per month. For purposes of this agreement, a sick day shall equal the

regularly scheduled workday. (For example, a four hour employee who is sick for four hours shall be charged with one sick day). The maximum number of days to be earned in a work year shall be available at the beginning of each work year. All unused sick leave days shall accumulate. No accumulation of sick days may be used upon attainment of the unlimited (120) sick day status.

### **PART TIME EMPLOYEES**

7.42 Only part time employees working ten (10) or more months per year and regularly assigned to work four (4) or more hours per day shall be eligible for sick leave hereunder.

7.43 Daily pay for sick leave for part time employees shall be awarded on the basis of the number of hours regularly scheduled for work by the employee each day at the onset of the illness, times the employee's regular hourly rate of pay.

### **EXCESSIVE ABSENTEEISM**

7.44 The Board recognizes that the majority of Plant employees are conscientious about their attendance. However, any employee who has more than seven (7) occurrences of absence due to personal illness in a year will be subject to an absenteeism evaluation by his immediate supervisor. In this evaluation, the 120 sick day allowance shall not be construed to be permissive, but rather it shall be viewed as an allowance for serious trauma or illness.

### **DEFINITION OF ILLNESS OR DISABILITY**

7.45 For purposes of sick leave, illness or disability means the complete inability of the employee, due to sickness or injury, to perform any and every duty pertaining to his assignment with the Board. Illness includes cases where emergency medical procedures are required. Illness or disability shall not exist where an employee is actively working for another employer, or in self-employment. Illness or disability shall not exist where caused or contributed by intentionally self-inflicted body injury.

### **BENEFITS**

7.46 Eligible employees on sick leave shall be paid at a daily rate determined by their hourly rate for regularly scheduled duty days during which they are absent from work by reason of illness or disability.

7.47 If benefits continue to be payable in a succeeding work year, such benefits shall be increased on the date the employee would have begun active employment in such succeeding school year had he/she not become ill or disabled, such increase to be determined by the employee's contracted full daily salary for such ensuing school year.

7.48 Sick leave benefits shall be reduced by benefits payable to the employee under the Michigan Workers' Compensation Act, for such period of illness (excepting payments under such laws specifically for hospital or medical expense, or for specific allowances for loss of members or disfigurements.) Any lump sum settlement in redemption of liability under such laws shall result in the reduction of sick leave benefits in amounts equal to the workers' compensation benefits the employee would have been entitled to had there been no lump sum redemption, but not to exceed in total the amount of the settlement.

7.49 Sick leave benefits shall also be reduced by benefits payable to the employee under any private disability/indemnity plan. The purpose of this provision is to limit sick leave benefits and outside (private) benefits, when combined, to an aggregate of 100% of the employee's regular wage.

### **TERMINATION OF BENEFITS**

7.50 The Board has purchased an insurance contract providing Long Term Disability Insurance for all eligible employees who have completed one year of service. The plan is defined in Appendix C of this agreement. Board paid sick leave benefits shall terminate on the first day an employee becomes eligible for long term disability compensation. Sick leave benefits shall terminate on the date the employee exhausts his sick day accumulation or, if receiving days from the central sick leave bank, such benefits will terminate on the 120<sup>th</sup> duty day after the first day of absence in accordance with Paragraph 7.60.

7.51 Sick leave benefits for employees shall terminate in any event at the expiration of one hundred and twenty (120) consecutive duty days for each unrelated illness or disability for which such benefits have been paid to the employee, even though such employee may be ineligible for long term disability insurance benefits.

7.52 Sick leave benefits shall terminate upon the occurrence of the employee's mandatory retirement date or upon any other separation of employment with the Board.

### **APPLICATION FOR SICK LEAVE**

7.53 In personal illness cases of an emergency or unanticipated nature, personal or telephone notification shall be given to the central office or to the employee's immediate supervisor, as soon as possible, but normally one (1) hour before the employee reports for work. Failure to meet this requirement shall result in a deduction of daily pay, except under extenuating circumstances. If the unanticipated illness appears that it will continue beyond the initial day, the employee shall notify his immediate supervisor as soon as possible, but not later than one (1) hour before the start of his/her scheduled duty shift on each successive day of illness, so that substitute arrangements can be made.

7.54 Employees whose shifts begin at 4:00 p.m. or later are required to inform their immediate supervisor or the Human Resources Office of their absence due to illness of an emergency or unanticipated nature no later than 3:00 p.m. on the day of the absence, so that substitute arrangements can be made. In the case of emergencies occurring after 3:00 p.m. the employee is required to contact his immediate supervisor as soon as possible, but not later than one (1) hour before the start of his/her scheduled duty shift. On each successive day of illness the employee must notify his immediate supervisor of the absence as soon as possible, but no later than 3:00 p.m., so that substitute arrangements can be made.

7.55 In cases where necessity for sick leave can be anticipated, application for such sick leave shall be made on the prescribed form, available at any school office, and forwarded to the office of the Assistant Superintendent of Human Resources.

### **RETURN TO DUTY**

7.56 When an employee's sick leave absence is anticipated to extend beyond ten (10) duty days, the employee may be required to file in the office of his immediate supervisor before the fifteenth (15<sup>th</sup>) duty day, a personal physician's certificate as to the nature of such illness and the anticipated period of additional absence. The employee may be required to file additional certification each

thirty (30) days following the date the first certificate was due. During the period of absence and prior to return to duty, the Board may require an examination by its physician at Board expense. The decision of the Board physician shall be final.

### **CENTRAL SICK LEAVE BANK FOR EMPLOYEES ON LIMITED SICK LEAVE**

7.57 The central sick leave bank will be funded by the Board. In order to be eligible to draw days from the central sick leave bank an employee must have completed one (1) year of service with the Board and be out of work due to illness or disability for twenty (20) consecutive work days. For employees hired after March 1, 2006, after the second year of employment the number of consecutive work days to be out of work to be eligible for the central sick leave bank shall be increased according to the following formula:

3 <sup>rd</sup> year	25 days
4 <sup>th</sup> year	30 days
5 <sup>th</sup> year	35 days
6 <sup>th</sup> year and thereafter	40 days

7.58 An employee shall make application to the Assistant Superintendent of Human Resources on forms provided by the Board. Such application must be submitted during the period the employee is out of work. No days may be drawn from the bank until the application and a detailed physician's statement are received by the Assistant Superintendent of Human Resources.

7.59 If the Board chooses, it may appoint its own physician at Board expense to examine the employee. The decision of the Board physician shall be final.

7.60 After an employee has been out of work for the required time and has complied with the other requirements, he/she may begin drawing a day from the central sick leave bank for each consecutive day he/she remains absent from work thereafter due to illness or disability. He/she may continue to draw days from the bank until the 120<sup>th</sup> duty day after the first day of absence or he/she is eligible to receive long term disability benefits, whichever comes first. Days from the central sick leave bank shall be compensated at 80% of the employee's daily rate of pay.

7.61 The Assistant Superintendent of Human Resources, at his discretion, may approve a request to shorten the twenty (20) day waiting period for entry into the central sick leave bank.

### **INFORMATION, PHYSICIAN'S CERTIFICATE AND ABUSE OF LEAVE**

7.62 An employee shall keep his immediate supervisor advised of his whereabouts while on leave.

7.63 An employee may be required at the time of his absence to furnish information and physician's or chiropractor's certificates concerning his absence as the Board may require.

7.64 Any absence giving rise to a reasonable belief that such absence was not used for the purposes provided for in this Agreement will result in the denial of leave benefits unless the employee provides the Assistant Superintendent of Human Resources with sufficient and satisfactory evidence of the legitimacy of his absence.

7.65 Whenever leave benefits are denied under Paragraphs 7.61-7.63 the affected employee may appeal the denial of the same through the grievance procedure starting at step two (Central Office

Level). However, the decision of the Assistant Superintendent of Human Resources at step two shall be final and binding.

7.66 If it is found that an employee has abused any leave privileges, said employee will be disciplined.

#### **DISABILITIES RELATED TO PREGNANCY**

7.67 The employee shall inform the Board within a reasonable time after she has confirmation of her pregnancy.

7.68 The employee shall submit periodic medical reports on prescribed forms, as requested, to assure the Board of the employee's ability to perform her express and implied duties.

7.69 The employee shall be eligible for sick leave at the time she becomes disabled as certified by her physician.

7.70 Within three weeks after delivery the employee shall file with the Human Resources Office a recommendation from her physician of the tentative date of return to duties. If the employee desires a leave of absence the same must be requested by the end of the third week following delivery of the child.

7.71 When the employee's physician certifies that the disability has ended the employee shall immediately return to her duties.

7.72 When the Board questions the certification of the employee's physician as to the beginning and/or ending of the period of disability, it may seek an opinion concerning the same from its physician. Any examination required by the Board shall be at Board expense. The decision of the Board physician shall be final.

#### **SHORT LEAVES**

7.73 Leaves of absence for less than one half (1/2) of a work year are defined as Short Leaves. Such leaves may be granted under conditions prescribed by the Board and/or this Master Agreement.

7.74 Short leaves are classified as follows: Personal Leave, Personal Illness (Sick Leave), Illness or Death in Immediate Family, Court Appearance, Jury Duty, and Reserve Military Training Duty.

7.75 Short leave application forms as furnished by the Board are to be completed for all such leaves (except unplanned leaves for personal illness) prior to the leave. When this is not possible due to unusual circumstances, the application shall be completed and processed at the earliest reasonable date.

#### **PERSONAL LEAVE**

7.76 A maximum of two (2) days per school year with pay may be provided each regular employee as Personal Leave. One Personal Leave day not used in a work year shall be carried over and available for use in the succeeding work year. However, the total number of Personal Leave days available shall not exceed three (3) in any one work year.

7.77 It is agreed that personal leave days are provided for the vast number of legitimate business, professional and family obligations an employee encounters which cannot be met outside scheduled working hours and which, if not otherwise met, would result in some financial loss or personal hardship. All such personal leave days are subject to prior approval from the Department of Human Resources. A short leave application must be processed before the leave occurs. Notification of intent to be absent shall be given at the earliest possible time.

7.78 Personal Leave days are not intended for casual or indiscriminate use. The employee shall on the application therefore specify the exact nature and the purpose of the leave if the request is for two consecutive days or more.

7.79 It is not permissible to use personal leave for: recreational or sporting events (hunting, fishing, athletic contests of all kinds), shopping, job hunting, vacation, other employment of any kind, absences to accompany a spouse on a business convention, vacation trip, or as a substitute for a conference leave or for association sponsored meetings, conferences or activities.

7.80 Personal leave days normally shall not be available immediately before or after holidays, breaks, and vacations. At his sole discretion, exceptions to this rule may be granted in unusual circumstances by the Assistant Superintendent of Human Resources.

#### **LEAVE FOR DEATH IN THE IMMEDIATE FAMILY**

7.81 Leave with pay for up to five (5) duty days because of death in the immediate family, beginning with the first day of absence and ending four (4) duty days later.

7.82 Immediate family shall mean: grandparents, mother, father, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, child, grandchild, step-mother, step-father, step-grandparent, and step-child. Leave for an additional household member may be granted by the Assistant Superintendent of Human Resources upon request.

7.83 Leave with pay for one (1) day will be allowed for the death of an aunt, uncle, first cousin, niece, nephew, brother-in-law and sister-in-law.

#### **LEAVE FOR ILLNESS IN THE IMMEDIATE FAMILY**

7.84 Leave with pay not to exceed one (1) day per occurrence will be allowed upon prior approval of the Board for emergency or serious illness in the immediate family. This leave is primarily for the purpose of making arrangements for necessary medical or nursing care.

7.85 Immediate family for this purpose shall mean: mother, father, child, spouse, grandparents, mother-in-law, father-in-law, brother, sister, step-child, step-parents, and step-grandparents. Leave for an additional household member may be granted by the Assistant Superintendent of Human Resources upon request.

7.86 When the absence will exceed what is considered a reasonable number of occurrences approval will not be granted.

7.87 Personal leave may be used for absences for emergency or serious illness outside of the immediate family.

### **COURT APPEARANCE**

7.88 An employee shall be compensated by the Board to the extent of the difference between the employee's daily wage and the amount he/she is paid for a required appearance in a court of record as a plaintiff, defendant or witness under subpoena in a case connected with his employment. The same will apply when an employee is subpoenaed as a witness in a case which is not connected with his employment, provided the employee is a non-party witness.

### **JURY DUTY**

7.89 A paid leave of absence shall be granted any employee who is summoned and reports for jury duty during the months he/she is assigned to work; provided, the Board shall only be obligated to pay an amount equal to the difference between the employee's daily salary and the amount he/she is paid by the court for said duty. However, the employee shall report for work on those duty days of the week when the court rules or custom dictates that no jury trials are to be conducted, or the jury panel is not required to be in attendance at court. Any employee assigned to jury duty shall promptly inform the Department of Human Resources of any days he/she will be available for duties during said period.

### **UNEXCUSED ABSENCES**

7.90 Absences from work, except for approved leaves, shall result in loss of the employee's full day's pay as defined in Appendix A hereof for each day of absence.

7.91 In cases of emergency personal illness or illness in the immediate family, notification of the illness must be given by the employee to his/her immediate supervisor as soon as possible, but not less than one (1) hour before he/she is to report for work. Failure to meet this requirement will result in the deduction of a day's pay, except under extenuating circumstances.  
special leave

7.92 The Superintendent or his designee may approve a request for a special short leave, with or without pay, for a period of less than one-half of the employee's work year.

### **FAMILY MEDICAL LEAVE ACT (FMLA)**

7.93 The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Assistant Superintendent of Human Resources. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. An employee may be required to use all available paid leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his position held prior to the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

### **LONG TERM MILITARY LEAVE**

7.94 The Board shall grant an employee an unpaid leave of absence for the purpose of entering the armed forces for an extended period of duty. However, in the event of a National Emergency of an extended nature the Board will pay the difference between the employee's salary and his military salary for a period not to exceed sixty (60) days. In no event will fringe benefits be continued when an employee is on military leave under this provision. The employee shall be entitled to all rights of reemployment as provided by state and/or federal law.

### **SHORT TERM MILITARY LEAVE**

7.95 The Board shall grant a short term leave of absence when an employee is ordered to report for reserve or national guard duty at a time which conflicts with his job responsibilities provided the Board is unable to have the employee excused from such duty at that time. The employee shall provide the Human Resources Office with a copy of his orders upon receipt of the same. Such leave shall not exceed ten (10) days per school year. An employee shall be granted a lifetime cumulative total of up to ten (10) days with pay for the above described duty. It is not the intent of this provision to cover the annual encampment or cruise normally required of reservists or national guard personnel.

### **GENERAL LEAVE**

7.96 The Board may grant an employee an unpaid leave of absence for any purpose it considers worthwhile for a period not to exceed one (1) year subject to renewal at the discretion of the Board for an additional period not to exceed one (1) year.

### **GENERAL PROVISIONS—EXTENDED LEAVES**

7.97 Employees on leave of absence for military service shall be entitled to advance on the salary schedule during the period of the leave of absence. No employee on other extended leaves of absence shall be entitled to advance on the salary schedule during the period of leave. Leave of absence shall not be granted when other gainful employment is the purpose.

7.98 Employees on military leave shall accumulate seniority during the period of such leave. Seniority shall not accumulate during the period of any other extended leave.

7.99 Return to duty from extended leaves of absence shall be subject to the following conditions:

7.100 Satisfactory evidence of physical and mental health shall be filed with the Board as directed before the employee is returned to duty.

7.101 There is no guarantee that any employee shall be returned to a specific building or assignment at the conclusion of a period of absence exceeding six (6) months in length. The Board shall, however, make every effort to return an employee who has been on an extended leave of absence to the same or comparable job held before the leave, and shall extend the leave for an additional year if requested to do so by an employee who is unwilling to accept a different assignment.



## ARTICLE 8

### *Working Conditions*

#### **WORK YEAR—PLANT PERSONNEL**

8.1 The work year for all twelve (12) month plant employees covered by this Agreement shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

8.2 Deleted

#### **WORK WEEK—PLANT PERSONNEL**

8.3 Plant employees (except part time employees) normally will work a five (5) day week with a minimum of forty (40) hours per week (except for holiday or vacation weeks, or when school is not in session for the entire week).

#### **WORK DAY—PLANT PERSONNEL**

8.4 Full time plant employees will work a normal workday of eight (8) hours.

8.5 If the Department of Support Services, in consultation with the Association, determines that it is necessary for a plant employee to be available for work during the lunch hour, that employee shall work an eight (8) hour day with a paid one-half (1/2) hour lunch period.

8.6 During the first four (4) hours of each shift, employees will be permitted a rest period not to exceed fifteen (15) minutes. Full time employees scheduled to work a continuous shift of twelve (12) or more hours shall be allowed a second fifteen (15) minute rest period at the end of the first eight (8) hours of the shift.

8.7 No employee shall be permitted to leave his assigned building during his assigned working hours, rest period or during a paid lunch period except with prior consent of his immediate supervisor or unless required by the nature of his assignment.

8.8 All shifts will be established with a definite starting time, at the beginning of each school year and will remain in effect, except as provided in Paragraphs 8.12-8.14, for that school year. For the purpose of determining starting time and shift premium, the following will apply:

8.9 First shift is any shift which regularly starts between 4:01 a.m. and noon.

8.10 Second shift is any shift which regularly starts between 12:01 p.m. and 8:00 p.m.

8.11 Third shift is any shift which regularly starts between 8:01 p.m. and 4:00 a.m.

8.12 The Board shall determine the shifts and the starting time thereof of all employees. Subject to Paragraphs 8.16-8.34 hereof, shift starting times may be changed by the Board as follows:

8.13 On a temporary basis, in the event of a severe ice storm, other Act of God, furnace breakdown, or other emergencies the Board may change the regular starting time of an employee's shift for days during which such condition exists. The Board may also change the regular starting

time of an employee, following not less than forty-eight (48) hours notice, for school related activities.

8.14 When the boiler in a building requires twenty-four (24) hour operation (normally October through May) and during weeks when school is not in session, the Board may change times of engineers as required.

8.15 There is reserved to the Board the exclusive right, subject to the foregoing, to assign building locations (including split assignments), and determine work assignments (within their classifications) for all plant employees. Except for the reasons set forth in Paragraphs 8.12-8.14 the Board will give employees not less than five (5) working days notice of any change in established shifts or starting times to be worked.

### **OVERTIME**

8.16 While there is reserved to the Board the right to schedule overtime, it is its policy to keep overtime at a minimum. Overtime shall be voluntary except for school related activities and emergency conditions as defined in Paragraph 8.13 hereof. There shall be no disciplinary action taken against any employee for refusing to work overtime for non-school related activities

8.17 All overtime must be approved in advance by the employee's immediate supervisor.

8.18 Plant employees who are required to begin work prior to their regular shift starting time, or continue work after the end of their regular shift and who have not received five (5) days prior notice of such additional work and/or change of shifts, shall:

8.19 Be guaranteed work for their regular shift plus the hours required to be worked before and after their regular shift, but such guarantee will extend only to a maximum of ten (10) hours during such work period; and

8.20 Shall be paid at time and one-half (1 ½) their regular rate for all hours worked during such period in excess of eight (8).

8.21 When an employee is called in before his/her regular starting time for snow removal, electrical failure, water main break, etc., he/she shall be paid the shift differential for such time. If snow removal begins between 12:00 a.m. and 8:00 a.m. the employee shall be paid the third shift premium.

8.22 Employees given five (5) days or more notice by their supervisor of a change in their shift starting time may be required to work only an eight (8) hour changed shift and without premium pay.

8.23 No employee, for any reason, shall be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period.

8.24 The following rules shall govern distribution of overtime within a building and/or department:

8.25 Insofar as possible, overtime work shall be distributed equally (on an annual basis which shall begin each year on September 1) to employees within a building and/or department, subject always to the employee with the lowest overtime having a good working knowledge of and the ability to satisfactorily perform the assignment. In determining overtime equalization, a refusal by an employee to work an offered overtime assignment for which he/she was eligible, shall be charged to

him as if he/she had worked the overtime. Moreover, employees who are on medical leave of one (1) week five (5) consecutive work days) or more will be charged with a refusal for all hours they would have been eligible for during their absences. Employees new to the building will initially be charged with the highest number of overtime hours in the building.

8.26 Regular employees shall be given preference for overtime assignments, except when the overtime would have been assignable to the employee being substituted for, or when all regular employees qualified for the assignment indicated their refusal to perform the overtime work.

8.27 An employee who has a complaint concerning equalization of overtime may present such claim in writing to his immediate supervisor; provided, the sole remedy for an employee who is bypassed erroneously in equalized overtime, shall be an award of compensatory overtime in the future. No back pay shall be awarded for such an error.

8.28 Premium time for overtime work by full time and regular part time employees shall be paid as follows: at the rate of time and one-half the employee's hourly rate for all authorized work performed in excess of eight (8) hours per day, or forty (40) hours per week.

8.29 There shall be no compensatory time unless it has been authorized by the Assistant Superintendent of Human Resources. The day(s) on which comp time is to be utilized must be mutually agreed upon by the employee and supervisor.

8.30 No shift differential will be paid for overtime hours on Saturdays and Sundays unless such hours are worked on the second or third shift.

8.31 Approved personal leave days or paid holidays shall be considered as time worked in computing overtime. Overtime performed on Saturdays and Sundays will be considered voluntary for employees not eligible for time and one-half due to use of sick leave. If Saturday or Sunday (shifts which start between 12:01 a.m. Saturday and 8:00 p.m. on Sunday) overtime is required by the Board, such employees will be paid at the rate of time and one-half. Engineers at South High School will be paid at the rate of time and one-half for regularly scheduled shifts on Saturdays and Sundays during the heating season, when such days are the sixth and/or seventh scheduled work day(s).

8.32 Employees required to work on any of the paid holidays listed in Paragraph 11.19 hereof shall receive double their regular hourly rate for all hours worked in addition to full holiday pay subject to the provisions of Paragraph 11.24.

8.33 No premium time shall be paid (as daily overtime) if there are eight (8) hours or more between the end of one shift worked by an employee and the beginning of another shift worked by him.

8.34 Overtime hours (for purposes of premium pay) shall not be pyramided or duplicated.

#### **CALL—IN PAY**

8.35 Plant employees shall be guaranteed minimum pay, as follows, when called in to work for a temporary period:

8.36 When called in by reason of work in connection with any specific school or non-school activity, a minimum of three (3) hours at the applicable overtime rate, but not less than time and one-half of the employee's regular rate of pay.

8.37 When called in on account of an emergency (severe weather, Act of God, furnace breakdown, weekend building checks, etc.) a minimum of two (2) hours at the applicable overtime rate but not less than time and one-half the employee's regular rate of pay.

8.38 It is understood that weekend building checks, as referred to in Paragraph 8.37, are normally for the purpose of checking the building's security, HVAC systems, swimming pools, and other building equipment. The time required for a building check will be determined by the condition of the building and the time to thoroughly check building security (windows and doors), all important mechanical systems, the HVAC systems and swimming pools.

### **REGULAR PART TIME—GENERAL**

8.39 The hours of work, shifts, location of work (including split assignments) and job responsibilities (within their job classification) of part time employees within the bargaining unit shall be determined by the Board and such determinations shall not be subject to appeal through the grievance procedure. When deemed necessary, the Board may permanently reduce a full time employee's daily hours of work to not less than four (4), but shall do so within a classification on an involuntary basis only by reducing the hours of the then lowest seniority employee(s) in that classification.

8.40 For this purpose a regular part time employee is within the jurisdiction of this Agreement and the Association only if he/she is regularly assigned four (4) or more hours of work per day.

8.41 Fringe benefits and eligibility therefore for regular part time employees are described in Paragraph 11.2 hereof.

### **EVALUATION OF WORK OF EMPLOYEES**

8.42 The work of a new employee shall be evaluated in writing by his/her building or departmental administrator or his designee to the Assistant Superintendent of Human Resources near the end of any probationary period of employment, and at the discretion of the Assistant Superintendent of Human Resources, annually, but not less than once every three (3) years thereafter. An employee shall have the opportunity to discuss his/her evaluation with such administrator, three (3) work days to sign, prepare and return the evaluation and a supplementary statement for inclusion in his/her own files if he/she wishes, and shall have a copy of the evaluation for his/her own files. Employees shall have access to their personnel files. The content of evaluations shall not be subject to the grievance procedure.

8.43 The employee may appeal an evaluation to the Assistant Superintendent of Human Resources. However, the result of the appeal to this level shall be final and binding.

8.44 The Board agrees to consult with the Association concerning the content of the forms to be used in the evaluation process.

### **PROBATIONARY PERIOD**

8.45 Probationary employees shall be on probation for the first six (6) months of employment during their work year. If the probationary period is not completed by the end of the current year the time remaining for its completion shall be served during the next year.

8.46 Probationary employees shall not be eligible for any benefits during the first sixty (60) days of employment. Upon successfully completing this trial period such employees will become eligible for benefits provided they meet the conditions and requirements for the same.

8.47 There will be no seniority among probationary employees. Upon satisfactory completion of the probationary period the employee's seniority will be computed from the first day of employment.

8.48 The Association shall represent probationary employees for the purpose of administering this Agreement. However, during the probationary period the Board shall have sole discretion in matters of discharge and discipline of such employees which action shall not be subject to review through the grievance procedures except as provided in Paragraph 9.19.

8.49 A probationary employee is eligible to bid for a transfer or promotion to a vacancy within the bargaining unit. However, if the probationary employee is the successful bidder he/she shall be on probation for the first six (6) months of employment in the new position.

### **TERMINATION OF EMPLOYMENT**

8.50 The employee of the Board shall be required to provide the other at least two weeks notice (10 working days) whenever the termination of employment is to occur, except during the initial sixty (60) day trial period, when a one (1) day notice is all that is required. Failure of the employee to give such notice shall result in a forfeiture of all accrued vacation pay owing the employee. Failure of the Board to give such notice shall cause the Board to be liable for pay to the employee for the number of days that the notice given was less than ten (10).

Any employee who terminates employment but works the full school year will receive insurance benefits for the months of July and August. Any employee who terminates employment and works more than half a year but less than a full year will receive an additional month of insurance benefits. The two months of health care covered by the Boards starts the COBRA time frame.

### **WORKING CONDITIONS—MISCELLANEOUS**

8.51 There is specifically reserved to the Board the right to subcontract any maintenance, repair or custodial work to outside firms in the manner such subcontracting has been carried on in the past. Employees laid off because of subcontracting may apply for other jobs in the unit. When positions applied for become open they will be given consideration before the employment of new hires if the Board determines they are qualified and have the ability to perform the job. There is specifically reserved to the Board the right to subcontract the laundry service. The Board agrees that no plant employee will be laid off or reduced as a result of such subcontracting and that the laundry operator will not suffer a loss in pay as a result of the elimination of that position.

8.52 Employees shall be required to observe all health and safety rules established and communicated to them by the Board.

8.53 If a particular building is closed due to lost power, etc., the Board shall have the right to reassign employees as subs for extra help in other buildings.

### **SMOKING**

8.54 The Grosse Pointe Public School System shall be a smoke-free work environment within its buildings and adjacent structures at all times. In other locations, the current legal restrictions on

smoking shall apply. Employees needing assistance in the cessation of smoking will be given opportunities within the District's wellness program.

## **ARTICLE 9**

### *Disciplinary Procedures*

#### **DISCIPLINE OF PERSONNEL—GENERAL**

9.1 No seniority employee shall be disciplined or discharged except for reasonable and just cause.

9.2 The types of disciplinary action which normally will be taken are a written reprimand, suspension without pay, and discharge. Although not considered discipline it is understood that loss of pay (docking) may be imposed for unauthorized absence(s).

#### **DISCHARGE OR SUSPENSION WITHOUT PAY**

9.3 The Board shall consider the following acts as examples of, but not limited to, the type of conduct which may constitute just and reasonable cause for discharge or suspension without pay for such period as the Board may determine of an employee:

9.4 Insubordination, which is defined as a willful disobedience of an order or instruction of a designated superior acting within the realm of his responsibility and authority, subject only to the situation where compliance with the order or instruction would clearly endanger the health or safety of the employee involved.

9.5 Repetition of conduct which was the basis of a previous written warning to the employee during the same school year or of two prior written reprimands (for the same or similar offense) given the employee any time during a two (2) year period of employment by The Grosse Pointe Public School System.

9.6 An intentional false material statement or representation made in his employment application, if discovered in the first four (4) years of employment.

9.7 Intentional destruction or theft of property of the Board of Education, or of fellow employees of the Board, or of a student.

9.8 Illegal personal misconduct, including immorality or assaulting, endangering or threatening to endanger, the person of any other employee or any student.

9.9 Reporting to work in an intoxicated condition and/or the use, possession, or consumption of alcohol, an illegal substance, or a controlled substance during the workday, i.e., between the employee's regular starting and quitting times.

9.10 Any behavior on the job which is illegal either under federal or state laws or statutes.

9.11 Conviction of, or pleading guilty to a felony charge in any criminal court of record.

9.12 Excessive absenteeism.

### **DRUG/ALCOHOL SCREENING PROCEDURES**

9.13 The board, on demand, may require a screening for alcohol or drugs if reasonable suspicion exists that Paragraph 9.9 has been violated. Any order to undergo drug/alcohol testing must be authorized by the Department of Human Resources or a Central Office Administrator. Any order to undergo drug/alcohol testing must be in writing and must contain a description of the appearance and/or conduct that precipitated the testing. Upon request, the employee shall have the right to Association representation, provided that the procurement of such representation shall not unnecessarily delay testing.

9.14 An employee's refusal to submit to drug or alcohol testing as ordered shall be considered conduct which may subject the employee to discharge or suspension without pay as described in Paragraph 9.3.

9.15 Testing for drugs and/or alcohol under this policy shall be at the expense of the Board, and shall be conducted in accordance with 49 CFR Part 40, Subparts A, B, C, and D, as amended from time to time, with the exception of Section 40.1, the reference to "applicant" in the definition of "employee" in section 40.3, and Section 40.31(d). The "split sample" method of collection, as set forth in those Regulations, shall be used.

9.16 When a positive drug test may be the result of the use of a prescribed drug, the employee will be required to submit proof of the prescription including documentation that the drug is being used as prescribed.

9.17 The Board shall make available to all bargaining unit members written information regarding its drug and alcohol policies and procedures, the standards of conduct expected by the Board relative to alcohol and drug use and the consequences of testing positive. Training sessions regarding these policies and procedures shall be considered working time pursuant to this agreement.

9.18 The taking of blood to determine if an employee is under the influence of drugs or alcohol shall not be permitted.

### **DISCHARGE OF PROBATIONARY EMPLOYEES**

9.19 The Board may, at its discretion, discharge an employee at any time during his probationary period. If such probationary employee has successfully completed his trial period he/she may appeal such discharge through the grievance procedure up to step two. However, the decision of the Assistant Superintendent of Human Resources shall be final.

## ARTICLE 10

### *Wage Schedule and Other Pay Issues*

#### WAGE SCHEDULES

10.1 The wage schedule for Plant employees covered by this Agreement and the conditions governing such schedules are set forth in Appendix A of this Agreement.

#### RETIREMENT CONTRIBUTION

10.2 In 1977 the state legislature shifted the 5% retirement contribution paid by employees to the Board. In the event the legislature shifts the 5% retirement contribution, or any part thereof, back to the employees, the Board will, upon the effective date of such shift, increase the salaries of the employees by the same percent of the retirement contribution that is shifted back to the employees, but not to exceed the 5% which was shifted to the Board in 1977.

10.3 Any increase over 2006/2007 in the Board's required retirement payment to MPSERS shall result in a corresponding reduction on all payroll dollars affected by 50% of the increase from the 2006/2007 MPSERS rate, at a time and in a manner determined by the Board, after consultation with the Association. The payroll reduction will occur in the 2010-2011 and 2011-2012 and would not exceed a total of 1.46% during such periods. This provision (10.3) will be removed from the Master Agreement on June 30, 2012.

#### LONG SERVICE INCREMENTS

10.4 Employees shall qualify for long service increments by serving ten (10) years with the Board as a full time employee. Long service increments for such eligible employees shall be determined as follows: [Note: longevity is to be calculated on an hourly rate and increased each year of the agreement by the same percentage as the salary increase.]

	2009-2013
Beginning with 11 <sup>th</sup> year of service	0.28
Beginning with 16 <sup>th</sup> year of service	0.40
Beginning with 21 <sup>st</sup> year of service	0.54

10.5 Long service increments will be payable beginning with the first paycheck due the employee after the July 1<sup>st</sup> or January 1<sup>st</sup> following the completion of the 10<sup>th</sup>, 15<sup>th</sup>, or 20<sup>th</sup> full fiscal year of service, as the case may be.

#### CREDIT HOURS

10.6 Plant employees shall be entitled to additional compensation for hours spent in approved courses, workshops, and in-service training programs as set forth in this Agreement, under the following conditions:

10.7 All courses, workshops, and training programs must have a direct relationship to improving the employee's ability as an employee of the Board, and must be approved in advance by the Assistant Superintendent of Human Resources if credit is to be given. Moreover, the courses,



workshops and training programs must be taken outside of working hours in order to count as credit hours.

10.8 Credit will not be given for any hours spent in a training course which is not satisfactorily completed by the employee.

10.9 It is the intention of the Board, from time to time, to establish workshops and in-service training programs for plant employees to the extent it has provided in the past. The Board makes no guarantee, however, of the number or extent of such programs for this purpose which it will be able to maintain.

10.10 Program Advisory Committees (PAC's) are established to facilitate the site based budgeting process. Participation on such committees is voluntary. If an employee participates on a PAC, he/she will receive credit hours for the time spent during non-duty hours.

10.11 Increases in compensation for earned credit hours as shown in Paragraph 10.13 shall begin with the first paycheck due after the July 1<sup>st</sup> following which the increment is earned.

10.12 Part time employees regularly assigned to four (4) or more hours per day shall be entitled to that percentage of the above increments for earned credit hours which their regularly assigned hours of work per day bears to eight (8).

10.13 Additional compensation shall be paid to eligible plant employees in accordance with the schedule described below and the requirements of Paragraphs 10.6-10.12. The hourly differential for the appropriate number of credit hours shall be added to the employee's current hourly rate as set forth in Appendix A and shall be considered a part of base earnings. [Note: credit hours to be calculated on an hourly rate and increased each year of the agreement by the same percentage as the salary increase.]

	Hourly Differential
100 Clock Hours	0.31
200 Clock Hours	0.45
300 Clock Hours	0.55
400 Clock Hours	0.73

#### **WAGE SCHEDULE PLACEMENT**

10.14 An employee shall transfer to his applicable wage schedule or hourly rate at the beginning of the work year in accordance with his assignment for the forthcoming year.

#### **ANNUAL INCREASE IN COMPENSATION**

10.15 All employees who have not reached the maximum wage or hourly rate step of their classification shall be entitled to advance to the next higher step in classification at the beginning of each school year subject to Paragraph 10.16.

10.16 Employees who have worked at least one-half of their work year will be entitled to advance to the next higher step on the wage schedule at the beginning of the work year.

**PAY DIFFERENTIALS—PLANT PERSONNEL**

10.17 Plant employees whose regular shifts begin between 12:01 p.m. and 8:00 p.m. shall receive an additional \$0.35 per hour over their wage rate. Employees whose regular shifts begin between 8:01 p.m. and 4:00 a.m. shall receive an additional \$0.40 per hour.

**PAY PERIOD**

10.18 Employees shall receive paychecks every two (2) weeks; employees who work less than twelve (12) months will be paid on a twenty-one (21) bi-weekly pay basis.

**WAGE DEDUCTIONS**

10.19 Wage deductions for approved short leave of absence without pay and for unauthorized absence(s) (including hours of work missed by reason of tardiness) shall be made at the hourly rate of the employee involved, as recited in Appendix A.

**SUBSTITUTES**

10.20 It is further agreed that substitutes are considered to be temporary employees assigned to replace absentee workers and are not to be maintained as substitutes for more than 120 consecutive working days, or to the completion of the school year except in cases where the job of the absentee employee is being held open for said employee. It is not the intent of the Board to reduce job security through the use of substitute employees.

10.21 The Board may, during seasonal periods, hire extra help at a rate the Board may determine at the time of hiring for a period of not more than 120 days. Such employees shall be considered as temporarily employed and not included in the bargaining unit.

**SEVERANCE INCENTIVE PAYMENT**

10.22 The Board shall provide employees \$200 per year for all completed years of service with the Board when such services are severed per mutual agreement of the parties. Such severance would not be awarded as a result of termination due to a disciplinary action resulting in dismissal.

**ARTICLE 11*****Fringe Benefits*****ELIGIBILITY FOR FRINGE BENEFITS**

11.1 Full time plant employees regularly scheduled to work eight (8) hours per day are eligible for fringe benefits, unless limited by other paragraphs of this Agreement, provided they meet the conditions and requirements for such benefits. The benefits provided are long service increments (Paragraphs 10.3-10.5), sick leave (7.38-7.65), paid holidays (11.19-11.24), vacations (11.8-11.18), and insurance benefits as described in (Paragraph B.1-B.30).

11.2 Regular part time plant employees scheduled to work four (4) hours or more per day shall be eligible for long service increments, compensable leave, paid holidays and vacations on a prorated

basis, the proportion that their regularly scheduled hours of work per day bear to eight (8) hours, provided they meet the conditions and requirement for such benefits. They shall also be eligible for insurance benefits as described in (Paragraph B.1-B.30) on a pro-rated basis.

11.3 The Association agrees to endorse a voluntary wellness and health awareness program. Possible wellness programs could include, but not be limited to, stress reduction, weight loss and control, smoking cessation, cholesterol improvements, CPR, flu prevention, hand hygiene, etc.

11.4 The following employees shall not be entitled to any of the above fringe benefits:

11.5 Temporary or substitute plant employees defined as those who substitute from time to time or are called in as extras at peak load periods.

11.6 Employees hired on a trial basis, until the trial period is successfully completed.

11.7 Any employee regularly scheduled to work less than four (4) hours per day.

### VACATION

11.8 Each full time twelve (12) month employee shall earn credit for paid vacation time in accordance with the following schedule:

Service with the Board	Amount Earned
1 <sup>st</sup> Fiscal year	None
2 <sup>nd</sup> Fiscal year	One day for each two months of service in the first year (Maximum of 6 days)
3 <sup>rd</sup> through 5 <sup>th</sup> Fiscal year	5/6 of a day for each month of service (Maximum of 10 days)
6 <sup>th</sup> through 12 <sup>th</sup> Fiscal year	1 1/4 days for each month of service (Maximum of 15 days)
13 <sup>th</sup> Fiscal year and thereafter	1 2/3 days for each month of service (Maximum of 20 days)
26 <sup>th</sup> Fiscal year and thereafter*	2 days for each month of service plus on additional day (Maximum of 25 days)*

\* Valid for employees hired before January 1, 2006 only.

11.9 No employee will earn vacation while on paid or unpaid sick leave which extends for a period of more than 30 consecutive work days.

11.10 Employees who have completed their probationary period with the Board and who have used three (3) days or fewer days of personal illness and/or illness in the immediate family shall be eligible for bonus vacation day(s) during the following year according to the chart below. Employees who do not earn vacation will be eligible to receive time off from work as bonus vacation day(s) at their regular rate of pay.

Number of Absence Days	Bonus Vacation Days
2 or 3	1
1	2
0	3

11.11 Deleted

11.12 Employees can accumulate no more than forty (40) days. Vacation days would be subject to approval by the Supervisor of Custodian Operations or Supervisor of Buildings and Grounds with two (2) week prior notice for day requested of more than five (5) consecutive days.

11.13 Eligible (as defined in Paragraph 11.2) plant employees working regularly on a part time basis and regularly scheduled to work four (4) or more hours per day shall be allowed vacations with pay in accordance with the appropriate schedule. The vacation allowance will correspond in amount to the proportion that their regular daily assigned hours of work bears to eight (8).

11.14 Except with special advance permission from the Board, no vacation pay will be given unless the vacation is taken.

11.15 Upon resignation or other termination of service, an employee shall receive compensation for the vacation time earned up to the date of termination.

11.16 Deleted

11.17 Prior service with the Board, which is interrupted by a period of more than twelve (12) consecutive months where employment with the Board has ceased, shall not be considered in compiling eligibility for vacations.

11.18 If an employee, while on vacation, is confined to a hospital overnight because of illness or injury, such day(s) spent in the hospital shall not be counted as vacation day(s). Moreover, a death in the immediate family which occurs while an employee is on vacation will not be charged to his vacation allowance to the extent provided in Paragraphs 7.80-7.82.

### HOLIDAYS

11.19 The following twelve (12) days each year are recognized as paid holidays for those employees in whose work year they fall:

HOLIDAY	2009-2010	2010-2011	2011-2012	2012-2013
Independence Day	July 3	July 5	July 4	July 4
Labor Day	September 7	September 6	September 5	September 3
Thanksgiving	November 26 and 27	November 25 and 26	November 24 and 25	November 22 and 23
Christmas	December 24 and 25	December 23 and 24	December 22 and 23	December 24 and 25
New Year	December 31 and January 1	December 30 and 31	December 30 and January 2	December 31 and January 1
Martin Luther King Jr. **	January 18	January 17	January 16	January 21
Mid-Winter Break *	February 15	February 21	February 20	February 18
Good Friday	April 2			
Spring Break		April 25	April 6	March 29
Memorial Day	May 31	May 30	May 28	May 27

\* According to Paragraph 11.21

\*\* Provided school is not in session

11.20 In order to receive holiday pay, an employee must work the last scheduled work day before and the first scheduled work day after the holiday, unless the employee is personally ill and has a physician's certificate or is scheduled for vacation or personal leave on the day in question.

11.21 The Board, at its discretion, may determine that the Mid-Winter Vacation Day, rather than the Monday after Easter, is to be recognized as a paid holiday, provided that it gives notice of such determination by January 1<sup>st</sup>. Holidays occurring during the employee's vacation shall not be charged against the vacation allowance.

11.22 If Christmas or New Year's Day occur on a Thursday, the Friday of the same week is to be considered a holiday with pay.

11.23 Eligibility of part time employees for holiday pay shall be contingent upon whether or not the holiday falls on a scheduled work day.

11.24 It is understood that if school is in session when a holiday is to be observed, the Board may arrange for such holiday to be observed on another day. This paragraph constitutes an exception to the provisions of Paragraph 8.32.

#### **REQUIRED HEALTH EXAMINATIONS**

11.25 All employees shall comply with State laws regarding health requirements.

#### **INSURANCE BENEFITS**

11.26 The Board will provide eligible employees the insurance benefits set forth in Appendix C of this agreement.

### **ARTICLE 12**

#### ***Reduction of Staff***

12.1 The Association acknowledges the right of the Board to curtail programs and reduce staff, particularly when such action is necessitated by reason of an insufficiency of operational tax revenues, by reduced enrollments, or by the closing of a school building(s).

12.2 The Board shall consult with the Association, prior to finalizing any plan resulting in the reduction of staff in the bargaining unit, concerning the necessity for such action. Procedures for identification of employees whose employment and/or job assignments will be affected by such action will be discussed with the Association before any action is taken. A determination by the Board of the necessity to reduce staff shall be grievable through step two (Paragraph 6.18) of the Grievance Procedure to the Assistant Superintendent of Human Resources, whose decision shall be final and not subject to further appeal to step three (Paragraph 6.19). An employee or the Association, however, may have use of the entire grievance procedure to appeal an alleged procedural violation or misapplication of seniority by the Board under this Article 12.

**PROCESS OF STAFF REDUCTION**

12.3 General principals to be observed by the Board in effecting a reduction of staff will be as follows:

12.4 For purposes of layoff and recall, the seniority groups shall be:

12.5 As to plant employees, the sub-classifications listed in Appendix A;

12.6 All seniority shall be measured by the length of all service in the bargaining unit according to Article 13 hereof.

12.7 Vacancies developing in the normal course of events shall not be filled by newly hired employees, if there are currently in the employ of the Board individuals who are qualified to perform the available work and whose jobs have been identified as subject to elimination.

12.8 All temporary, substitute, and part time plant employees regularly employed less than four (4) hours per day, and all probationary plant employees assigned to the affected seniority group or to any equally or lower rated seniority group, shall be laid off, in the above order, prior to the layoff of any seniority employee in the affected plant employee seniority group.

12.9 If further reductions in staff are required, in any seniority group, by either reduction of assigned hours or layoff, than can be accomplished above, the Board shall reduce staff by the reduction of assigned hours or the layoff of the employee(s) having the lowest seniority in such seniority group.

12.10 An employee whose position is to be eliminated or who will be displaced by another employee in a reduction of staff shall have a right to bump (exercise seniority) in another equally or lower rated seniority group against the lowest seniority employee therein.

12.11 The Board may layoff any employee from a job into which he/she has transferred by reason of an exercise of seniority (bumping) hereunder during the first sixty (60) days of work in that assignment by reason of a failure by the employee to perform the new job satisfactorily to the Board.

12.12 The exercise of seniority (bumping) in a reduction of staff by any employee shall at all times be subject to the employee possessing the necessary skills, knowledge of the job and experience required to satisfactorily perform the available work without the requirement of a prior period of training for the new position.

12.13 Any employee on layoff (or who receives a notice of layoff) who is eligible for and refuses an offer of another full time job for which he/she is qualified, shall be deemed a quit and lose his seniority. Such an employee who is eligible for and refuses a part time assignment shall not lose his seniority by reason of such refusal.

12.14 An employee working in another seniority group because of being displaced in a reduction of staff, shall have the first right to fill the next posted vacancy containing the same or similar shift hours in his former seniority group, assuming the employee makes application in a timely manner and meets qualifications defined in 12.12.

### **NOTICE OF REDUCTION OF STAFF**

12.15 Whenever possible, a written notice of discontinuance of service (or reduction in the amount of regular hours) because of a necessary reduction of staff shall be given to each employee affected thereby not later than June 1<sup>st</sup> of each school year, if such discontinuance or reduction is to become effective as of the end of that school year. Where services of an employee are to be discontinued or reduced at a time other than the end of the school year, the Board will provide such employee notice as provided in Paragraph 8.50 hereof.

### **RECALL**

12.16 When an increase in the work force becomes necessary, laid off employees will be recalled to the same or lower classification for which they are qualified in inverse order of layoff, before any new employees are hired. No laid off employee shall be entitled to be recalled to a vacancy in a higher rated seniority group than that he/she was assigned at the time of his layoff unless (1) there are no other qualified employees with greater seniority available to fill that position and (2) he/she is qualified for such higher position without a training period.

## **ARTICLE 13**

### ***Seniority***

#### **DEFINITION OF SENIORITY**

13.1 For all purposes under this Agreement, seniority shall be earned during employment in any position in the bargaining unit in The Grosse Pointe Public School System, subject to the following conditions:

13.2 A full year of employment shall count the same as any other full year of employment even though the number of duty days may be different.

13.3 A regular assignment of a part time employee of four (4) hours or more of service per day shall provide full seniority credit for a year of service. Temporary or substitute employees, and part time employees regularly assigned less than four (4) hours of work per day, shall not earn seniority during any period of such service.

13.4 An employee promoted or transferred out of the bargaining unit to another job in The Grosse Pointe Public School System shall retain his bargaining unit seniority as of the date of the promotion or transfer so long as employed in the school system, but shall not accumulate additional seniority while working in such other position.

13.5 An employee's beginning seniority date shall be his original date of hire in the bargaining unit, if he/she has successfully completed his probationary period.

#### **LOSS OF SENIORITY**

13.6 All seniority is lost when:

13.7 There is a voluntary severance of employment from the school system, in writing, by the employee; or

13.8 The employee is discharged for just and reasonable cause; or

13.9 The employee is laid off for a continuous period of two (2) years or for a length of time equal to his seniority, whichever is the least; or

13.10 An employee is laid off in a reduction of staff, and he/she refuses an offer in writing from the Board for a regular full time position for which he/she is qualified, or refuses to respond in writing within fifteen (15) days of mailing to a written offer from the Board of a regular full time position for which he/she is qualified.

**RETURN TO WORK STATUS**

13.11 Employees will lose all seniority after thirty-six (36) months' absence due to illness or disability. An employee who is absent for twelve (12) months shall not be guaranteed a position in his original job classification. Long term disability benefits will continue according to Paragraph B.5.

**SENIORITY LIST**

13.12 A written seniority list shall be prepared annually by February 1<sup>st</sup>. Such list shall be posted in all buildings of the School District and a copy provided to the Association. Unless an employee complains in writing to the Department of Human Resources within fifteen (15) duty days following such posting that his seniority is incorrect, the list shall thereafter be deemed conclusively correct up to that date.

**ARTICLE 14**

***Miscellaneous***

14.1 Where pronouns and relative words herein used are written in the masculine only, unless specifically otherwise designated, such words shall also read as if written in the feminine, and a similar (or masculine) construction shall be given to such words written in the feminine only.

**ASSOCIATION BIDDING PROCESS**

14.2 The Plant Association shall be allowed to bid on jobs for which the District is securing quotations on work to be done by outside contractors. In bidding for these jobs, the Association stipulates that its members are capable of doing quality bid work on a timely basis.

14.3 In providing the bid, the Association shall be expected to follow all of the same requirements as outside contractors, except for the following items:

14.4 Plant employees will be paid through regular payroll. Therefore, all labor expenses (such as FICA, retirement, overtime rates, etc.) must be reflected in the Association's bid.

14.5 Material costs will be paid by the District. However, all material costs must be included in the Association's bid. Any unusual tool requirements and costs must be agreed upon with the District.



14.6 The employees will be covered by the District's umbrella liability and workers' compensation insurances.

14.7 The district reserves the sole right to select the subcontractor for any work as a result of this bid process.

14.8 If the District deems that specific work shall be performed during regular work hours or during standard overtime work hours, this work shall not be subject to a bidding process.

14.9 An Association-Management "Bid Committee" shall be formed for the purpose of clarifying issues of bid requirements, payment procedures, safety, time requirements, or any other issue that would promote clarity and understanding between the Association and Management.

## **ARTICLE 15**

### *Definition*

15.1 Except where clearly intended to refer solely to the members of the Board of Education of the Grosse Pointe Public School System, the "Board" as used herein, may have reference either to said Board of Education or to appropriate members of the Administrative staff of the school district (acting as the agent of the Board of Education).

## **ARTICLE 16**

### *Strike Prohibition*

16.1 The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan, by public employees are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any employee or group of employees.

## **ARTICLE 17**

### *Matters Contrary to Agreement*

17.1 This Agreement shall supersede any rules or practices of the Board which shall be contrary or inconsistent with its terms.

## **ARTICLE 18**

### *Duration of Agreement*

18.1 This Agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at a later date) shall be effective July 1, 2009 – June 30, 2013. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

18.2 Approved by the Board of Education of The Grosse Pointe Public School System by resolution duly adopted.

18.3 This Agreement shall continue in full force and effect to and including June 30, 2013, and thereafter for successive one (1) year periods, unless notice of termination is given in writing by either party to the other, not less than three (3) months or more than six (6) months prior to June 30, 2013 or successive anniversaries of such date: and upon giving of such notice, this Agreement shall terminate as of June 30, 2013, or a successive anniversary of such date, as the case may be.

18.4 Neither party shall demand any modifications of this Agreement; nor shall either of them be obligated to bargain collectively with the other with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiation of this Agreement, unless the right to request subsequent negotiations as to a specific matter is expressly provided herein.

18.5 Any notices required hereunder shall be sufficient if mailed:

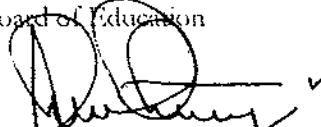
To the Board:  
C/O Assistant Superintendent of Human Resources  
389 St. Clair Avenue  
Grosse Pointe, Michigan 48230

To the Association:  
The then elected President of the  
Grosse Pointe Plant Association  
At their residence

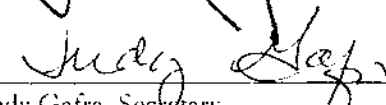
18.6 IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

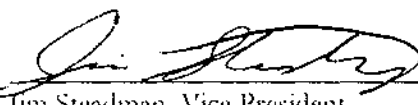
The Grosse Pointe Public School System  
Board of Education

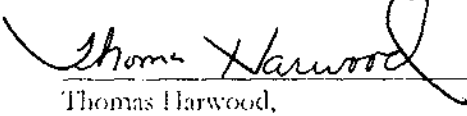
Grosse Pointe Plant Association


  
\_\_\_\_\_  
John Steininger, President

  
\_\_\_\_\_  
Tim Cardy, President

  
\_\_\_\_\_  
Judy Gafra, Secretary

  
\_\_\_\_\_  
Jim Steadman, Vice President

  
\_\_\_\_\_  
Thomas Harwood,  
Assistant Superintendent of Human Resources

  
\_\_\_\_\_  
Jane Cassady, MEA

## APPENDIX A

### *Plant Personnel Wage Schedule*

Class	Position Titles	Step	2009-2010	2010-2011*	2011-2012*
A	Custodian (HIRED AFTER JANUARY 1, 2006)	1	\$12.20	\$12.25	\$12.30
		2	\$12.85	\$12.90	\$12.95
		3	\$14.18	\$14.24	\$14.29
		4	\$15.12	\$15.18	\$15.24
B	Custodian (HIRED BEFORE JANUARY 1, 2006)	A	\$12.20	\$12.25	\$12.30
		B	\$12.85	\$12.90	\$12.95
		C	\$14.18	\$14.24	\$14.29
		1	\$15.12	\$15.18	\$15.24
		2	\$16.33	\$16.40	\$16.46
		3	\$16.98	\$17.05	\$17.12
C	Custodian Engineer (Unlicensed) Custodian Leader General Maintenance Site (High School)	1	\$16.37	\$16.44	\$16.50
		2	\$17.33	\$17.40	\$17.47
		3	\$17.82	\$17.89	\$17.96
		4	\$19.72	\$19.80	\$19.88
D	Custodian Engineer (Licensed) Semiskilled Maintenance (July 1 after 3 years)	1	\$16.97	\$17.04	\$17.11
		2	\$18.06	\$18.13	\$18.20
		3	\$18.66	\$18.73	\$18.81
		4	\$20.66	\$20.74	\$20.83
E	Head Custodian/Engineer (Elementary)	1	\$17.33	\$17.40	\$17.47
		2	\$18.50	\$18.57	\$18.65
		3	\$19.04	\$19.12	\$19.19
		4	\$21.09	\$21.17	\$21.26
F	Skilled Maintenance Engineer (High School) Head Custodian/Engineer (Elementary- GRANDFATHERED)	1	\$19.01	\$19.09	\$19.16
		2	\$20.04	\$20.12	\$20.20
		3	\$20.64	\$20.72	\$20.81
		4	\$22.60	\$22.69	\$22.78
G	VACANT	1	\$19.99	\$20.07	\$20.15
		2	\$21.22	\$21.30	\$21.39
		3	\$21.79	\$21.88	\$21.96
		4	\$23.77	\$23.87	\$23.96
H	Middle School Engineer HVAC Specialist Journeyman (Qualified) First Engineer (High School)	1	\$21.73	\$21.82	\$21.90
		2	\$22.79	\$22.88	\$22.97
		3	\$23.41	\$23.50	\$23.60
		4	\$25.32	\$25.42	\$25.52
I	Head Engineer (High School) First Assistant Maintenance Maintenance Leader	1	\$23.67	\$23.76	\$23.86
		2	\$24.65	\$24.75	\$24.85
		3	\$25.60	\$25.70	\$25.81
		4	\$27.07	\$27.18	\$27.29

\* Represents 1.5% increase to 2009-2010 salary rates for 2010-2011 and 2011-2012 and reflects 1.46% MPSERS reduction according to paragraph 10.3. Step advancement for 2012-2013, 0% on step, subject to formula language below.

***Wage Schedule 2012-2013***

(1) The parties agree that hourly rates per the compensation grids for the 2012-2013 school year shall be determined according to the formula set forth below. However, the parties agree that the District shall in all cases maintain a minimum general fund equity (defined hereafter) of at least 10% of Board-approved total general fund expenditures. Therefore, the formula works differently if the District's general fund equity falls below 10%.

(2) Revenue is defined as general fund revenue. Expenditures are defined as general fund expenditures and transfers.

(3) The explanation of the formula below is done with respect to the 2012-2013 school year, but the same principles shall apply to following school years as well.

(4) As used in this formula "general fund equity" is undesignated and/or unassigned general fund balance, and it would not include general fund revenues generated by sale of capital and/or financial gifts given to the district. The 10% general fund equity threshold will be based upon the District's final and accepted audit for the 2011-2012 school year, which the parties should receive around November 1, 2012. For example, if in the final and accepted audit the District's approved general fund expenditures are \$100 million for the 2011-2012 school year, and the District's general fund equity as of June 30, 2012 is \$11 million, then the general fund equity is 11%, which would be above the 10% threshold.

**A. GENERAL FUND EQUITY AT LEAST 10%**

(5) If the general fund equity has not fallen below 10% of Board-approved total general fund expenditures and transfers (debt and school service), then the Board will allocate funds toward both direct and/or indirect compensation to plant personnel based upon the following factors that affect the general fund revenues and general fund expenditures for the District:

Increase or decrease in net State foundation allowance revenue per pupil based on the established amount for the 2009-2010 school year (\$10,019) (compare with state aid allowance for 2011-2012 and student count for 2011-2012)

Increase or decrease in MPSERS retirement rate cost based on the budgeted rate for 2010-2011 @19.41% (compared with rate for 2011-2012, based upon 2011-2012 personnel)

Whether or not there has been reinstatement of 20J funds per pupil that year

Step advancement per established salary grids in plant personnel labor contract (including MPSERS and FICA costs)

(7) The Board will allocate funds toward both direct and/or indirect compensation to plant personnel in a percentage equal to the following formula, which incorporates the four factors above:

Increase in total net general fund revenues minus total net general fund expenditures based upon the factors listed above

X (multiplied by)

The Percent of total general fund expenditure and transfers (debt and school service) budget represented by plant personnel direct and indirect compensation costs

equals

the total amount of general fund revenue to be allocated toward both direct and/or indirect compensation for plant personnel members.

## **B. EXAMPLE OF NET GENERAL FUND REVENUE INCREASE**

(8) The total net amount of general fund revenue shall be allocated on both salary grids on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of both teacher salary grids, unless the parties agree to allocate this general fund revenue to the plant personnel unit differently.

(9) For example, if the state foundation allowance per pupil in 2011-2012 is increased over the 2009-2010 allowance by \$300 per pupil (gain \$2,400,000 for 8,000 FTE students), 20J funds are not reinstated in 2011-2012, the MPSER rate goes up 0.5% in 2011-2012 over the 2010-2011 budgeted rate (expense of \$325,000 on total direct compensation for all district employees at \$65,000,000), and the step advancements in 2011-2012 result in an increase (expense at \$1,000,000, including MPSERS contribution and FICA costs), then the total additional available general fund revenues year over year are \$1,075,000. If the cost of the plant personnel bargaining unit compensation represents 4.3% of total general fund expenditures for 2011-2012, then the total net amount of general fund revenue for direct and/or indirect compensation for the plant personnel unit would increase by \$46,225. Accordingly, this total amount would be spread equally over each of the steps on the salary grids by an equal percentage basis over the remaining payroll periods of the 2012-2013 school year (again, unless the parties agreed to allocate the revenues to the plant personnel unit differently). This increase would carry forward to the following school year, although the percentage increase would be different because the number of payroll periods would be different. In the example above, assuming the plant personnel salary grids cost \$4,400,000, the \$46,225 would be allocated on the salary grids for the following school year by increasing each step on the grids by 0.79% across the board (\$34,859 divided by \$4,400,000; note that \$7,830 of the total amount of \$46,225 is allocated to MPSERS contribution at 16.94% and FICA at 7.65%).

(10) It is further understood and agreed that any cost associated with new programs or new initiatives should not increase the total year-over-year total budgetary expenditures by more than 3% unless such general fund expenditures are made to support or implement programs and initiatives required by federal and/or state mandates.

## **C. EXAMPLE OF NET GENERAL FUND REVENUE DECREASE**

(11) The total net amount of general fund revenue loss shall be allocated to reduce the direct compensation grid on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of the direct compensation grid, unless the parties agree to allocate this revenue loss to the plant personnel unit differently.

(12) For example, if the state foundation allowance per pupil in 2011-2012 is decreased from the 2009-2010 allowance by \$50 per pupil (loss of \$400,000 for 8,000 FTE students), 20J funds are not reinstated in 2011-2012, the MPSERS rate goes up 0.5% in 2011-2012 over the 2010-2011 budgeted rate (expense of \$325,000 on total direct compensation for all district employees at \$65,000,000), and the step advancements in 2011-2012 result in an increase (expense at \$1,000,000, including MPSERS contribution and FICA costs), then the total revenue loss year over year is \$1,725,000. If the cost of the plant personnel bargaining unit compensation represents 4.3% of the total general fund expenditures for 2011-2012, then the total net amount of general fund revenue loss to be allocated to the plant personnel unit would be \$74,145. This amount would not result in a decrease in total direct/indirect compensation if the general fund equity is above 10%. If the general fund equity is below 10%, this loss of general fund revenue and the amount of revenue required to maintain the general fund equity would affect the direct compensation grid. Accordingly, this

amount would be spread equally over each of the steps on the direct compensation grid by an equal percentage basis over the remaining payroll periods of the school year (again, unless the parties agreed to allocate the general fund revenues to the plant personnel unit differently). This reduction would carry forward to the following school year, although the percentage decrease would be different because the number of payroll periods would be different. In the example above, assuming the plant personnel direct and indirect compensation cost \$4,400,000, the \$74,145 reduction plus the general fund revenue needed to maintain the general fund equity at 10% (see below) would be allocated on the direct compensation grid for the following school year by decreasing each step on the grid by 1.27% (if the general fund equity is at 10%) across the board (\$55,908 divided by \$4,400,000; note that \$12,565 (MPSERS) and \$5,672 (FICA) of the total amount of \$74,145 is allocated to MPSERS contribution at 16.94% and FICA at 7.65%).

#### **D. GENERAL FUND EQUITY BELOW 10%**

(13) If the general fund equity has fallen below 10% of the Board-approved total general fund expenditures, then the plant personnel direct and indirect compensation grid shall be reduced by a percentage equal to the following formula:

The amount of funds required to return the general fund equity to the 10% threshold  
 X (multiplied by)  
 The Percent of total general fund expenditure budget represented by plant personnel direct and indirect compensation costs  
 Equals  
 The total amount of general fund revenue loss to be allocated toward both direct and/or indirect compensation for plant personnel members.

(14) This total net amount of general fund revenue loss shall be allocated to reduce the direct compensation grid on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of the direct compensation salary grid, unless the parties agree to allocate this general fund revenue loss to the plant personnel differently. For example, if the general fund equity fell to 9%, and the funds required to return general fund equity were \$1,000,000, and if the cost of the plant personnel unit direct and indirect compensation represents 4.3% of total general fund expenditures for 2011-2012, then the total net amount of general fund revenue loss to be allocated to the plant personnel unit would be \$43,000 (\$1,000,000 x 4.3%). Accordingly, this amount would be spread equally over each of the steps on the direct compensation grids by an equal percentage basis over the remaining payroll periods of the school year (again, unless the parties agreed to allocate the revenues to the plant personnel unit differently). This reduction would carry forward to the following school year, although the percentage decrease would be different because the number of payroll periods would be different. In the example above, assuming the plant personnel direct and indirect compensation cost \$4,400,000, the \$43,000 reduction would be allocated on the compensation grid for the following school year by decreasing each step on the grids by 0.748% across the board (\$32,921 divided by \$4,400,000; note that \$7,284 (MPSERS) and \$2,795 (FICA) of the total amount of \$43,000 is allocated to MPSERS contribution at 16.94% and FICA at 7.65%).

#### **E. GENERAL FUND EQUITY ABOVE 15% AFTER IMPLEMENTATION OF SECTION A ABOVE**

(15) As used in this formula "General Fund Equity" is undesignated and/or unassigned general fund balance, and it would not include revenues generated by sale of capital and/or financial gifts given to the District. The general fund equity threshold will be based upon the District's final

and accepted audit for the 2011-2012 school year, which the parties should receive around November 1, 2012. For example, if in the final and accepted audit the District's approved general fund expenditures are \$100 million for the 2011-2012 school year, and the District's general fund equity as of June 30, 2012 is \$17 million then the general fund equity is 17%.

(16) If, after implementation of a change in compensation per section A above, there continues to exist a general fund equity above 15%, then the following would occur. The amount of dollars above the 15% general fund equity level would be determined and 3.3% of that amount would be allocated in a percentage "off-schedule bonus" distributed based on the following formula. 3.3% of the amount of dollars above the 15% general fund equity level would be divided by the total salary expense for plant personnel for that given school year to determine the percent of an "off-schedule bonus" to be given per the individual compensation of the plant personnel.

(17) For example, the implementation of the change in compensation per section A of this formula would occur first. Upon completion section A, it is determined that the remaining general fund equity in the 2012-2013 school year is at 17%, with approved general fund expenditures throughout that year that does not result in any further reductions in general fund equity at the end of the 2012-2013 school year, then the amount of dollars above the 15% general fund equity threshold would be determined. This amount above the 15% general fund equity would be multiplied by 3.3%. In this example, if 1% of general fund equity represents \$1 million then a general fund equity of 17% with a threshold of 15% would mean that there is a total of \$2 million above the 15% fund equity threshold. This \$2 million would be multiplied by 3.3% for amount equal to \$66,000 (including MPSEERS and FICA costs). The \$70,000 (including MPSEERS and FICA costs) would be divided by the total of plant personnel compensation expenses for that previous school year to determine the percentage of the "off-schedule bonus" to be distributed based on the individual plant personnel's pay rate. This "off-schedule bonus" would be distributed in the 26<sup>th</sup> pay of that school year. The "off-schedule bonus" percentage increase per year would be not exceed 6% of the plant personnel pay rate (including MPSEERS and FICA costs).

## **F. IMPLEMENTATION**

(18) The parties will have until December 21, 2012, to agree to implement any increases or decreases in compensation differently than through a change in the salary grids as set forth above. Any change in pay (direct compensation) would be initiated beginning with the first scheduled pay day in January 2013 and would be equally distributed through the remaining pays for work performed for that school year. It is understood and agreed that such changes shall not require the agreement or any action on the part of bargaining unit members, as these changes are authorized by the parties' collective bargaining agreement.

## **APPENDIX B**

### ***Flexible Benefits Program***

B.1 The Board will provide a flexible benefits program that offers employees choices among the benefit plans described in the paragraphs below. This program will take effect on July 1, 2007.

B.2 Newly hired employees are eligible to participate in the life, health, dental, and vision portions of the flexible benefits plan as of the first day of the month following completion of 60 days of service.

B.3 The Board, in consultation with the Plant Association will establish a menu of benefit options that will be available to employees under the flexible benefits plan. The cost of each benefit option will be determined by the insurance carrier or plan administrator. All benefits, conditions and requirements of the following plans shall be as set forth in the policies of insurance and as interpreted by the plan administrators and/or carriers.

B.4 The flexible benefits plan will include the following benefit plans:

#### **LONG TERM DISABILITY INSURANCE**

B.5 The board will provide long term disability insurance that has the following features:

120 duty day waiting period;

payment of 66 2/3% of base monthly earnings to a maximum of \$3,500 per month;

Two year mental/nervous coverage;

Family social security offset.

Further, the Board will provide one year of health care while an employee is collecting long term disability payments. The one year of health care covered by the Board starts the COBRA time frame.

#### **GROUP LIFE INSURANCE**

B.6 The Board will provide core group life and accidental death and dismemberment coverage in the amount of \$25,000. Additional life insurance coverage will be available through the flexible benefits plan.

#### **HEALTH COVERAGE**

B.7 Employees will choose one of the following health plan options:

B.8 Coverage that is the same or nearly the same HAP HY5 HMO ('Basic') plan with related riders including a \$10/\$20/\$50 prescription copay with contraceptive coverage.

B.9 Coverage that is the same or nearly the same as HAP H5P HMO ('Enhanced') plan with related riders including a \$7/\$15 prescription copay with contraceptive coverage.

B.10 Employees who are covered by another health insurance plan may elect to waive coverage in any of the above plans.

B.11 The Board shall have the right to determine the insurance providers and agrees that the same will be recognized and reliable ones.

B.12 All of the above prescription riders shall provide for a generic mandate whenever a generic equivalent is available.

#### **DENTAL COVERAGE**

B.13 The primary plan provided will be a 80/80/80 plan with a \$1,000 maximum per contract year and a \$800 maximum orthodontic benefit similar to the plan provided as of June 30, 2000. In addition, the flexible benefits plan will include at least one less expensive dental plan option.



### **VISION COVERAGE**

B.14 The primary plan provided will be a plan with the same benefits as those available as of June 30, 2000. In addition, the flexible benefits plan will include at least one less expensive vision plan option.

### **BENEFIT CREDITS**

B.15 The district will give each employee a specified amount of benefit credits for each category of benefit plans within the flexible benefits program. The amount of credits each employee receives will be based upon his/her family status and percent of effort. The employee will use these credits to "buy" the plans that best meet his/her individual needs.

### **HEALTH PLAN CREDITS**

B.16 Full time employees will receive an amount of benefit credits equal to the July 1, 2007 cost of the HAP HY5 ('Basic') plan of benefits with a \$10/\$20/\$50 prescription card.

B.17 Part time employees will receive benefit credits proportionate to their assignments. For example: a half time employee will receive 50% of the benefit credits indicated above.

B.18 Full time employees whose status is family or two-person and who choose to waive any medical plan participation will receive \$2,200 per year for doing so. Employees whose family status is single and who choose to waive any medical plan participation will receive \$1,100 per year for doing so. The stipend paid for waiving medical plan participation will be prorated for employees who are not employed for the full school year.

B.19 All medical, dental, and vision costs are pre-tax deductions.

### **NON MEDICAL PLAN CREDITS**

B.20 Each contract year, full time employees will receive benefit credits for dental, vision, core life insurance, and long term disability insurance equivalent to the actual costs of the plans on July 1 of that year. For example, for the first year, each full time employee will receive dental benefit credits equivalent to the actual cost of the dental plan on July 1, 2007. Part time employees will receive benefit credits proportionate to their assignments. Full time employee may elect to waive dental and vision coverage, but no cash stipends will be paid in that event. Full time employees will be required to elect basic life, and long term disability insurance plans. Part time employees may elect to waive coverage in these plans, but no cash stipends will be paid in that event.

B.21 All life and LTD costs are post tax deductions.

### **PRICE TAGS**

B.22 Each benefit plan option included within the flexible benefits plan will have a price tag. The price tag is the amount of benefit credits that an employee must spend to "buy" that particular option.

B.23 Employees shall pay 7% of the monthly premium cost for the HAP HY5 ('Basic') program through pre-tax payroll reductions as follows:

As of November 1, 2010: 7% of the monthly premium cost for the HAP HY5 ("Basic") program with related riders. If the employee elects the HAP H5P HMO ("Enhanced") Plan with related riders, the employee shall pay 7% of the monthly premium cost for the HAP HY5 ("Basic") program with related riders and all cost difference in the premium of the HAP H5P HMO ("Enhanced") program with related riders.

On or before July 1, 2011: 7% of the HAP rate for that plan year. If the employee elects the HAP H5P HMO ("Enhanced") program with related riders for that plan year, they shall pay the 7% of the HAP rate for that plan year in addition to all premium cost difference in the premium of the HAP H5P HMO ("Enhanced") program with related riders.

### **MEDICAL PRICE TAGS**

B.24 HAP HY5 HMO ("Basic") Plan with related riders including a \$10/\$20/\$50 prescription copay with contraceptive coverage. The price of this plan will be the actual cost of the plan. The price will be adjusted at the beginning of each fiscal year to reflect changes in the cost.

B.25 HAP H5P HMO ("Enhanced") Plan with related riders including a \$7/\$15 prescription copay with contraceptive coverage. The price of this plan will be the actual cost of the plan. The price will be adjusted at the beginning of each fiscal year to reflect changes in the cost.

### **NON MEDICAL PRICE TAGS**

B.26 Price tags for dental, vision, life and long term disability insurance plans will equal the actual cost of the plans.

### **SECTION 125 OF IRS CODE**

B.27 The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Said plan document shall cover the cafeteria plan adopted in this agreement. The plan will become effective upon ratification of the contract. Full and part time employees will be eligible to participate in the health care and dependent day care flexible spending accounts made available under the Section 125 cafeteria plan.

### **GENERAL PROVISIONS**

B.28 The Board, by payment of the premium payments required to provide the coverages set forth in this Appendix C shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Appendix B.

B.29 The Association agrees to explore and discuss with the Administration methods for possible cost controls when, in any one insurance year, health insurance premiums increase greater than five percent (5%).

B.30 In addition, the Association agrees to endorse a voluntary wellness and health awareness program. Possible wellness programs could include, but not be limited to, stress reduction, weight

loss and control, smoking cessation, cholesterol improvements, CPR, flu prevention, hand hygiene, etc.

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This document has been prepared by the  
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