

# AGREEMENT

between

Board of Education  
School District of the City of Harper Woods

and

Harper Woods Public Schools  
Custodians and Bus Drivers

AFSCME, AFL-CIO  
COUNCIL 25, LOCAL 1228

July 1, 2009 – June 30, 2012

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**AGREEMENT BETWEEN THE BOARD OF EDUCATION,  
SCHOOL DISTRICT OF THE CITY OF HARPER WOODS AND  
MICHIGAN COUNCIL 25, AFSCME LOCAL 1228 AFL-CIO**

**ARTICLE 1. RECOGNITION**

The Board of Education of the School District of the City of Harper Woods, (hereinafter called the Board) recognizes the American Federation of the State, County, Municipal Employees AFL-CIO, Local 1228, affiliated with Council #25, (hereinafter called the Union) as the exclusive bargaining agent in behalf of all non-teaching employees: i.e. custodians and bus drivers, excluding educational secretaries, noon aides, cafeteria employees, crossing guards, supervisors and all Central Office Secretaries (Secretary to the Superintendent, Secretary to the Director of Administrative Services, Bookkeeper, Secretary to the Board of Education, Assistant Bookkeeper, Payroll Clerk, Confidential employees, and all other employees of the District) as defined in the Act, for the purpose of collective bargaining in accordance with Act 379 of Public Acts of 1965.

**ARTICLE 2. BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and to direct the working forces and affairs of the entire school system within the boundaries of the school district of Harper Woods.
  2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
  3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, lay off/recall, and discharge employees, and determine the size of the work force.
  4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation.
  5. Determine the qualifications of its employees in so far as they are reasonably related to the position.
  6. The Board shall continue to have the right to establish, modify, or change any condition except those covered by the specific provisions of this agreement.
- B. The Board reserves unto itself the right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, or other facilities.
- C. The Board reserves unto itself the right to determine the district's financial policies, including all accounting procedures, and all matters pertaining to public relations. The Board reserves unto itself the right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

- D. In meeting such responsibilities the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees.
- E. The listing of specific Board Rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of, any rights of the Board not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

### **ARTICLE 3. UNION RIGHTS**

#### **A. AGENCY SHOP**

1. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board a form authorizing the deduction of dues in the Union, the amount of which shall be established by the Union. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct such dues the first pay period of each month. Such sums deducted as dues or as a Representation Benefit Fee, subject to Paragraph 2 hereof, shall be remitted monthly to AFSCME accompanied by a list of employees from whom the deductions have been made.
2. Any bargaining unit member who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Union. The Representation Benefit Fee shall not exceed the amount of the Union dues collected from Union members. The bargaining unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Union or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MA 17.277 (7) and at the request of the Union, deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Union.
3. The employer agrees to deduct from the wages of an employee, who is a member of the Union, a PEOPLE deduction as provided for in a written authorization form provided by the Union and executed by the employee. Authorization for such a deduction must be renewed at least once in every calendar year and may be revoked by the employee at any time by giving written notice to the employer.

Any such deductions shall be remitted monthly to the Union, together with a list of the names from whom such deductions are made and the amounts deducted.

4. The parties acknowledge that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
5. The Union shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Union shall have the right to compromise claims, which may arise under this save harmless clause.
6. Should a court of competent jurisdiction rule that the mandatory deduction of the Representation Benefit Fee is contrary to law, the Board shall not be required to implement Paragraph 2 above.

7. Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, Paragraph 2 above shall immediately be considered inoperative.

B. Bulletin Boards

The Union shall be provided bulletin board space in each school on which it may post information regarding Union business and Union social events.

**ARTICLE 4. GENERAL PROVISIONS AFFECTING EMPLOYMENT**

A. Physical Examination

If the Board desires that an employee take a physical examination, after the examination taken at the time of employment, the employee will be requested to take such examination and said examination shall be made by a doctor requested by the Board and at Board expense.

Each bus driver, at the discretion of the district, shall, prior to entering upon his/her employment or upon return from leave of absence or upon return from sick leave or when the employer has reasonable doubt as to a driver's mental and/or physical ability to fulfill the job responsibility, submit to a physical examination by a physician designated by the Employer, and such examination shall be at the Employer's expense.

All drivers of school buses shall submit to a physical examination as required by law. The physician(s) will be designated by the district. The district will pay the cost of the required physical examination provided the driver is given the physical examination by the physician(s) designated by the district.

- B. Current chauffeur's licenses, along with all state required endorsements, are required of all personnel driving school buses. The district will reimburse new employees for the license fee at the end of their probationary period provided they are then retained in a driving capacity.

The District will reimburse all current employees for the costs of recertification upon submittal of proper receipts.

C. In-Service Training

The Union recognizes that all drivers must attend the satisfactorily complete all required Michigan School Bus Drivers Education courses and tests as prescribed by Federal and/or State Law regulations. The employer will assume responsibility for all expenses for the training program as well as paid time for attending the required classes.

D. Retirement

It is the sole responsibility of the employee to conform to the provision of the Michigan Public Employee Retirement Fund requirements. Failure of the employee to execute his application within the time limits established shall cause the employee to be solely responsible for any loss of retirement rights.

E. Promotion Policy

All new jobs will be posted in each building with the qualifications required set forth.

A promotion to a higher job classification included in the bargaining unit shall be accorded on the basis of (1) qualifications and (2) seniority. In case the choice rests between two or more employees who have equal qualifications, seniority in the department shall govern the selection. In the event of identical seniority of two applicants, the one with the highest last four (4) digits of his/her social security number shall prevail.

F. Proper Apparel

All custodians are to wear long pants and a district-issued shirt when on duty (no underwear tops/tank tops, etc.). Custodians may be permitted to wear short pants during periods of prolonged hot, humid weather when school is not in session, at the discretion of the Principal or Superintendent provided, however, long pants must be worn when weed cutting, stripping floors, and working on boilers. Short pants shall be appropriate length and not include "cut-offs."

G. Accidents/Injuries

Employees must report to their Building Principal in writing and within twenty-four (24) hours (on form supplied by the employer) all accidents or injuries sustained by students or themselves during working hours.

All employees shall observe all written guidelines and safety rules established by the employer and OSHA and shall use such safety equipment as required by the employer.

Safety devices or equipment as required by the employer shall be at the expense of the employer.

H. Delivery Of Board Members' Mail

The delivery of mail to the homes of the members of the Board will be shared by the head custodian and head night custodian based upon when the mail is ready for delivery.

- I. Board and Union agree to jointly develop and agree upon position descriptions for custodial positions. At a minimum, the descriptions will include training requirements for staff which will be mandatory, and select cleaning responsibilities for the head custodians to accomplish during day shifts.

**ARTICLE 5. SENIORITY**

The Union President (Local 1228) shall have top seniority for lay off purposes only.

- A. Upon accepting employment, there shall be a probationary period of ninety (90) workdays, thirty (30) of which shall be within the instructional year with remuneration established by the salary schedule. If at the end of the ninety (90) workday probationary period the employee is retained as a full time employee, he/she shall from that date be paid the established base pay. (Base pay is labeled "After Probation" on the Salary Schedule).

Said above clause is hereby agreed to apply to newly hired personnel and not for personnel promoted from regular custodian to head custodian. In the case of a new hire head custodian, the Salary Schedule as shown applies as well as the above stated probation period.

In the case of a promotion of any employee already in the service of the school system, instead of the above noted probationary period, the employee shall serve a three (3) month probationary period and all other portions of the Seniority Clause shall be the same except that remuneration shall be as established by the Salary Schedule. Base pay is labeled "After Probation" on the Salary Schedule.

- B. During the probationary period, an employee may be laid off, discharged, or his employment otherwise terminated without recourse by the employee for other than union activity to the provisions of this Agreement.
- C. When employees are hired on a part time basis and prove themselves to be satisfactory, they will be given consideration for full time jobs when such jobs become available. Bus drivers hired as a sub bus driver who proves themselves to be satisfactory will be given consideration for full time jobs when such jobs become available.

- D. For the purpose of lay off and rehire, all non-certified employees under this Agreement shall be placed on a seniority list by classification. Said seniority will be by classification. However, employees shall be allowed to retain seniority accumulated in other classifications so that if there is a layoff in their new classification, they can bump back into their old classification. In the event that it becomes necessary to reduce the working force, employees shall be laid off and recalled according to seniority by classification. The last employee hired will be the first to be laid off. On recall, the last laid off will be the first one to be recalled.
- E. A seniority list by classification shall be available to the employees each July first. If there are any changes in the list, the Union will be notified.

**ARTICLE 6. DISCHARGE AND/OR SUSPENSION** (After the Probationary Period)

- A. Any action to dismiss a non-probationary employee may be preceded by suspension and relief of all duties. A Principal of a Building in which the non-probationary employee is working shall have authority to suspend a non-probationary employee for just cause.
- B. The suspension leading to possible discharge of any non-probationary employee shall, upon his/her written request, be referred immediately to a special conference between the parties involved. Said special conference shall be held as soon as it can be arranged by the Principal with the non-probationary employee.
- C. In said conference the Principal shall state specific discharge action. The non-probationary employee may, if desiring to do so, have a representative of the union present at the conference.
- D. The reasons for suspension leading to possible discharge action by the Office of the Superintendent, although they may be confidential in nature, shall be written by the Principal and submitted to the non-probationary employee at the time of the conference.
- E. The non-probationary employee has the right to reply, in writing, and within twenty-four (24) hours indicating his/her position regarding the Principal's reasons for suspension and/or possible discharge action by the Office of the Superintendent.
- F. Upon receiving the written statement from the non-probationary employee, the Principal shall re-evaluate his position to determine whether or not he feels it necessary to forward a recommendation for the discharge of the non-probationary employee to the Office of the Superintendent. No non-probationary employee will be discharged without just cause.

**ARTICLE 7. GRIEVANCE PROCEDURE**

Section 1 - Definition

- A. A grievance is an alleged violation of a specific article or section of this Agreement.
- B. The term "days" shall mean days on which Central Office is open.
- C. The Statement of Grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify the provision of the Agreement alleged to have been violated by specific reference, state the contention of the employee(s) or the Union, state the date of the alleged violation, and indicate the relief requested.

The employee(s) with a grievance may first discuss the matter with the Principal, either directly or accompanied by the Union Representative, with the object of resolving the matter informally, within five (5) days from the alleged violation.

Section 2 - Procedure for Adjustment of Grievance

### Step 1

In the event the matter is not resolved informally, the grievance shall be submitted in writing, clearly stating the claimed basis for the grievance to the principal of the school in which said grievance arises within five (5) days following the act or condition which is the basis of the grievance.

- A. The grievance may be lodged and thereafter discussed with the Principal:
  - 1. By the employee accompanied by the Union Representative.
  - 2. By the Union Representative.
  - 3. By the Union in the name of the Union.
- B. Within five (5) days after receiving the written grievance the Principal shall communicate his decision on the grievance in writing to the employee, if any, who submitted same, and to the Union President or his/her designee.

### Step 2

Within five (5) days after receiving the decision of the Principal, the employee may, on his/her own or through the Union representative, appeal the decision of the Principal to the Superintendent or any designee upon whom the Superintendent has conferred authority to act. This appeal shall be in writing and shall set forth specifically the grievance. It shall be accompanied by a copy of the decision at Step 1.

- A. Within five (5) days after receiving the appeal, the Superintendent or any designee of the Superintendent upon whom the Superintendent has conferred authority to act shall investigate, meet, and confer on the grievance. All persons who participated in Step 1 shall have the opportunity to be heard.
- B. Within five (5) days after the meeting on the appeal, the Superintendent or his/her designee shall communicate his/her decision in writing to the aggrieved employee and the Principal with a copy to the Union representative.

### Step 3

Within thirty (30) days after receipt of the decision of the Superintendent, the Union may upon notice to the Board of Education, submit the grievance to binding arbitration under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Board and the Association.

The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific article(s) and/or section(s) allegedly violated or misinterpreted. The parties shall select an arbitrator from a list of arbitrators, which has been jointly agreed upon by the parties. On alternating cases, the union or district shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one arbitrator's name remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates requested. The names submitted will be restricted to those arbitrators on the grievance arbitration rosters of the American Arbitration Association or the Michigan Employment Relations Commission.

The arbitrator shall have no power to:

- 1. Rule on an issue previously barred from the scope of the grievance procedures.
- 2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
- 3. Establish wage schedules.
- 4. Rule on an issue involving employee evaluation.
- 5. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g., Wage and Hour, E.E.O., M.E.R.C., etc.)



6. Rule on any matter involving the discipline or discharge of a probationary employee, other than union activity.

### Section 3 - Appearance and Representation

Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present, preferably not during work time. When such hearings are held during work hours, the grievant and the union representative shall be present at the hearing without loss of pay or personal days.

- A. If the grievance arises from the action of authority higher than the Principal, the Union may present such grievance at Step Two of this procedure.
- B. If a grievance arises which affects the entire employee staff, the Union may submit such grievance directly to the Office of the Superintendent for action; however, this shall not eliminate any administrator from participation at the request of the Office of the Superintendent.
- C. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.

### Section 4 - Time Limits

- A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit an appeal to the next step of this procedure.
- B. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision.
- C. Time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
- D. The Union on its own behalf shall have the right to appeal a decision on a grievance at any step on this procedure.
- E. Nothing contained in this grievance procedure shall deny to any employee rights under Section II of Act 336 of Public Acts of 1947 as amended by Act 379 of Public Acts of 1965 or to the Board any rights imposed upon it or granted to it by law, nor of any other legal right which each presently has provided; however, if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceeding for relief under the provisions of this article.
- F. The following matter shall not be considered the basis of a grievance under the procedure outlined in this article: Termination of service by the Employer of any probationary employee, other than for union activity.

## **ARTICLE 8. WORK DAY AND WORK WEEK**

- A. The normal workday for full time employees shall be eight (8) hours per day, Monday through Friday. Each employee shall have definite starting and quitting times. The district shall be allowed to schedule employees to meet the needs of the district, including starting and ending times. However, the district shall give a minimum of ten (10) working days notice of any such changes unless the employee agrees to lesser notice.
- B. Members employed as of September 19, 1995, shall be provided with a half-hour paid lunch period. Employees hired after or recalled from lay off after September 19, 1995 will be provided with a half-hour unpaid lunch hour. This shall not affect employees actively employed as of September 19, 1995.

- C. A ten (10) hour day four (4) day week during the summer recess period may take place at any of the three school buildings subject to the approval of the building Principal. The starting and quitting times of the four (4) day week will be subject to the building Principal's approval. When the four (4) day week is in effect, the shift schedule shall be selected by seniority to assure building coverage Monday through Friday. Employees assigned to Tyrone and Beacon shall revert back to an eight (8) hour day five (5) day week to cover the building during the summer for vacation coverage when one (1) custodian is on duty or if needed for district wide scheduling.

***Routes will be established by the Router and approved by the Transportation Director. At the beginning of the school year and at the beginning of the extended school year, the router will submit the routes to the Transportation Director for approval. If route hours need to be adjusted during the year to compensate for changes, (i.e. traffic, additions, etc.), said adjustments will be submitted to the Transportation Director for approval, drivers will keep the router informed about changes in route hours and times for scheduling purposes for field trips and athletic events.***

- D. Hours at the Secondary Building during the summer recess period will be determined by the building Principal to meet the needs of the district.
- E. Afternoon custodians will be allowed to work days when students are not in attendance for all or part of the day when approved by the building Principal. Starting and quitting times on those days will be subject to the approval of the building Principal.
- F. During the Christmas recess period, custodians shall select their days off, subject to the approval of the building principal.
- G. It is recognized and understood from the foregoing that deviations from regular schedules of work will be necessary and will unavoidably result. Such causes include, without being limited to, extended school hours, building activities, etc. This provision shall not be abused. When deviations from the regular schedules of work are necessary, custodians may volunteer according to most seniority. If an insufficient number volunteer, the administration will assign the employees according to least seniority first.
- H. Nothing in this Agreement shall be construed to guarantee any employee any number of hours per day, per week, or any other period of time.
- I. In the event of inclement weather whereby the normal work assignment may be disrupted, the administration will contact the custodian unit individually if the employee is not required to report to his assignment. Under such a condition, the employee will not have his pay deducted or his/her personal days reduced. Should the total custodial unit not be required to report for work, one custodian for each of the buildings will be responsible to make an inspection of his/her assigned building to ascertain that no problem exists in the building.

Further, the custodian on special assignment (outside custodian) who may be required to perform services (i.e. snow removal) will report for such duty and be paid at time and one half (1 & 1/2).

In the event of inclement weather or other emergency resulting in school being closed, bus drivers will not be required to report to work and shall not be paid for such day or days school is closed. If, however, a driver is not notified of a school closure until s/he reports to the bus yard, s/he will be compensated for a call-in according to Article 12, Section B (6). If these days are rescheduled, drivers shall be scheduled to transport students as usual and will receive their regular rate of pay.

## **ARTICLE 9. VACATIONS**

- A. A custodian will be permitted to take a vacation as provided in this Agreement during the school year, upon approval of the Building Principal, in which his/her anniversary date occurs. A bus driver will be

permitted to take vacations only during scheduled school breaks (i.e., Christmas, mid-winter, Spring). Earned vacation days will be calculated from the anniversary date of hire to July 1 of the year in which the vacation will be taken. Employees will be paid for vacation days earned only; any extension of time to meet the nearest full or one half day will not be paid time off.

- B. Custodians and bus drivers (whose time for regular routes is twenty (20) hours or more per week) shall be granted vacations with pay according to the following schedule of completed service time.

From zero (0) through six (6) months of service--no vacation with pay.

From zero (0) through the end of the first partial fiscal year, an employee will accumulate 5/6 of one day per full month of service. Probationary employees will not be eligible for 5/6 of a day credit until successfully completing their probationary period, at which time vacation credit of 5/6 of day per each full month will be retroactive to the day of hire and conform to Section C of Article 9. Employees will be permitted to use accrued vacation time during the next fiscal year (July 1 to June 30).

- C. Vacations - For the purposes of this section, a "year" is defined as a "fiscal year" (i.e., July 1 to June 30).

Completion of 1 year of service	2 weeks
Completion of 2 years of service	2 weeks
Completion of 3 year of service	2 weeks
Completion of 4 years of service	2 weeks
Completion of 5 year of service	2 weeks
Completion of 6 years of service	2 weeks
Completion of 7 year of service	3 weeks
Completion of 8 years of service	3 weeks
Completion of 9 year of service	3 weeks
Completion of 10 years of service	3 weeks
Completion of 11 year of service	3 weeks
Completion of 12 years of service	3 weeks plus 1 day
Completion of 13 year of service	3 weeks plus 2 days
Completion of 14 years of service	3 weeks plus 3 days
Completion of 15 year of service	3 weeks plus 4 days
Completion of 16 years of service	4 weeks

- D. Custodians shall be granted two (2) additional vacation days during any scheduled break as agreed to with the building principal.
- E. Vacation requests will be honored according to the date of submittal. All requests must be submitted at least ten days before the date of the requested vacation. Requests received on the same date for the same vacation time will be awarded first to the employee with the most seniority. Requests for vacation during the months of June, July, and August must be submitted prior to June 1. No vacation time requests will be honored for the time period two weeks immediately preceding the start of a new school year.
- F. ***A bus driver will be permitted to take one week of vacation during the school year. The remaining vacation time for bus drivers will be taken only during scheduled school breaks (i.e., Christmas, mid-winter, spring recess).***

## **ARTICLE 10. HOLIDAYS**

All employees shall be entitled to the following holidays with pay: Bus drivers will be paid for the listed holidays unless such holiday falls during a season when s/he is otherwise not driving a regular route.

Independence Day	Labor Day
Thanksgiving	New Years Eve Day
Day after Thanksgiving	New Years Day
Christmas Eve Day	Good Friday
Christmas	Memorial Day

When any of the above holidays occur during an employee's regular vacation, such time shall be added to the vacation time.

The gym locker rooms in the Harper Woods Secondary School will be opened and supervised on the Friday after Thanksgiving by a custodian for a maximum period of four hours for basketball practice. (Coach present) Time and one half will be paid for the custodian on duty.

## **ARTICLE 11. LEAVES OF ABSENCE**

### **A. Sick And Personal Leave**

1. Employees will earn ten (10) sick days per year. Employees will be allowed to accumulate unlimited sick days. Bus drivers (whose time for regular routes is twenty (20) hours or more per week) will earn six (6) sick days per year.
2. Absence from duty for any one or all of the ten (10) (six for bus drivers) days shall result in no loss of pay when employee is sick. Custodians may use five (5) of these ten (10) days for personal business, and bus drivers may use two (2) of their six (6).
3. Compensation for absence from duty due to illness beginning with the ninth day shall be reimbursed by the insurance company. Remuneration shall be according to provisions and restrictions in the Accident and Sickness Disability Benefit Policy as provided by the carrier. The first day hospitalization benefit as provided by the carrier shall also be included in the policy.
4. The Board will comply with the terms of the Family Medical Leave Act (FMLA). The FMLA is enforceable through the US Department of Labor not the grievance procedure contained herein.
5. Personal business as defined herein shall mean an activity that requires the employee to be present during the work day and is of such a nature that it cannot be attended to other than during the work day. Vacation time is not to be regarded as business days. It is necessary for an employee to be physically on duty at least one full day between business leave absences and holidays or vacation periods.
6. Deduction in pay will be made for each and every business day if an employee misses immediately before or after a vacation period except for an emergency leave. An emergency leave is defined as a situation, which is beyond the immediate control of the employee and is subject to the approval of the Superintendent.
7. Any employee who is absent for five (5) consecutive days may, at the district's option, be required to do the following:
  - a. Produce a physician's statement certifying that the employee is able to resume his/her regular duties; or

- b. Undergo a medical examination by a Board physician; the expense of such an examination shall be borne by the district. The examination shall be performed for the purpose of determining the employee's fitness for returning to work.
8. Medical certification of illness within a seven (7) day period is necessary for remuneration. Circumstances beyond the control of the employee to produce a statement within seven days will be reviewed by the Superintendent of Schools.
9. If the Board suspects abuse, the Board may, at any time, require medical verification prior to the remuneration of paid sick leave

#### B. Bereavement Leave

Absence from duty not chargeable to the above ten days, and not to exceed three days per bereavement, shall include death in the immediate family--husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law or either spouse's parents, grandparents, and grandchildren.

#### C. Child Care Leave

1. A childcare leave of up to one (1) calendar year shall be granted to a bargaining unit member who requests such a leave. Such request shall be given to the Superintendent thirty (30) days prior to the inception of the leave.
2. A bargaining unit member who adopts or assumes legal custody of a child shall be granted a leave according to the terms of this article.
3. A childcare leave may begin at any time during pregnancy or at the end of a medical disability or condition related to pregnancy or childbirth or upon legal acquisition or adoption of a child.
4. A bargaining unit member on a leave of absence shall give written notice to the Superintendent of Schools ninety (90) days prior to the date the leave expires of his/her intention to return, resign, or request an extension of leave to the beginning of a new school year when the leave expires on or before February 1.
5. When a bargaining unit member is granted a child care leave; the following conditions shall govern such a leave:
  - a. The leave shall be without pay or fringe benefits other than benefits required under the 1993 Family and Medical Leave Act.
  - b. The same position on the salary schedule as held when the leave was granted.
  - c. Seniority shall accrue while on the leave.
6. At the conclusion of the leave, the bargaining unit member shall be reinstated to a position, seniority permitting, for which the employee is qualified.
7. The district shall comply with the 1993 Family and Medical Leave Act.

#### D. Other Leaves

1. An employee may be granted a leave of absence without loss of seniority and without pay or fringe benefits of up to one year for other reasons. Written application for said leave shall be submitted by the employee to the Superintendent of Schools. The Superintendent shall make such investigation as is deemed necessary to determine if the granting of such leave is in the best interests of the school district as well as the employee. Such leaves may be extended for a second year.

2. Such absence may be filled by a temporary employee who will not be required to join the union or acquire rights under this contract unless or until he is hired as a full time employee.
3. If an employee is granted a leave of absence before the end of a fiscal year, and he has completed six months or more of said year, he shall be granted proportionate vacation pay.
4. If a leave of absence is granted due to illness or an accident, the employee must present acceptable written professional evidence of recovered health before being permitted to return to work.
5. During the leave of absence granted due to illness or an accident, the employee will submit to an examination by a doctor designated and paid for by the Board, if requested by the District.
6. Upon written request of the union, an employee will be granted a leave of absence without pay and without loss of seniority for a period not to exceed one year in the event of election to or appointment to office in the union.

E. Jury and Court Leave

An employee absent because of jury duty from which he could not be excused shall on written request be paid the difference between jury duty pay and his regular daily pay. Such days shall not be deducted from the employee's personal days.

An employee subpoenaed to testify as a witness in court shall on written request be paid the difference between witness fee and his/her regular daily pay. The employee will be allowed no more than one day per year or all such time loss shall be charged against the employee's personal days. No payment shall be paid if the employee is called as a witness against the district or if the employee is part of a suit against the district.

**ARTICLE 12. EMPLOYEE COMPENSATION**

A. Pay Periods

Pay dates shall be every other Friday. If it becomes necessary for the district to change the day of the week, the Union will receive prior notification. If a pay period falls on a holiday, the employees shall receive their checks on the last working day before the holiday. Part time employees shall receive their pay on the same day as other employees provided they are on duty on payday.

B. Overtime Pay Schedule

Overtime is paid every payday; however, due to processing time required, overtime pay may be behind two (2) weeks.

C. *Overtime Pay*

**1. *Overtime pay will be paid for at time and one half rates only after an excess of 40 hours are worked in a workweek, unless that workweek includes a holiday recognized within the contract. In these instances, employees will be credited with 8 work hours that day which will be tabulated toward the 40 hour workweek. Sunday will be paid at time and one half rates only after an excess of 40 hours are worked in a workweek, unless the time is being paid by a contracted facility user who is compensating the district for this usage. In these instances, any hours worked on Sunday will be compensated at double time.***

**2. *All overtime must be authorized in advance and be assigned by the building Principal or his/her designee. Said designee shall not be a member of the bargaining unit.***

3. In those instances when a regular custodian is requested to serve as a substitute for a head custodian, he/she shall be paid for said service at the starting rate of head custodian per hour on a daily basis. Further the employee remains classified as a regular custodian.
4. Part time employees shall receive any extra work up to forty (40) hours per week before it is offered to others on an overtime basis.
5. Any employee refusing overtime shall lose his/her turn in the overtime rotation process.
6. Call in will be paid at regular time with a minimum of two paid hours to accomplish the required work. Work in excess of two hours will be paid according to the schedule in Article 12, Section C.
7. Whenever the school building or grounds need service beyond the regularly scheduled day and the Administration has attempted but has not received the acknowledgement from a custodian for such services, the Administration will assign the work to the least senioreed employee.
8. **Extra work and overtime assigned to bus drivers. Said work should first be assigned to regular drivers under 40 hours and by seniority. If all regular drivers have 40 hours scheduled at the time work is available; then work will be assigned to sub-drivers with less than 40 hours. If all regular and sub drivers are at 40 hours, work will be offered first to regular drivers, according to seniority, that are available and then to sub drivers. Work shall not interfere with regular routes unless drivers are available.**

D. Retirement

**Personal Business/Sick Leave days accumulated for payout upon separation of employment would be paid only upon retirement under MPERS. Accumulated sick days in excess of 20 days but no more than 50 days, the employee will be paid 12.5% of the current daily rate. Employees hired after July 1, 2009 will receive no sick day payout.**

E. Mileage

The mileage rate paid for transportation approved by the School District will be at the rate of the IRS allowance.

The School District will schedule the use of the school vehicles.

F. Head Custodian

There is a head custodian assigned to each school building. His duties include the overseeing of maintenance and cleanliness of the building. The head custodian has a higher pay classification than the regular custodian.

G. Shift Premium

Employees working the afternoon shift will be paid a twenty-five cents (\$.25) per hour shift premium.

- H. On regular days, bus drivers will be paid a minimum of four and one-half hours of pay. During that time, it is expected that drivers will complete their pre-trip and post-trip inspections as required by law, regular bus runs, light cleaning of the bus interior, and minor routing requirements. In addition, one hour per week will be provided to accomplish field trip planning and to meet with the administrator in charge to address additional assignments. Field trips, athletic runs, initial routing requirements, and heavier bus cleaning will be paid for at the regular hourly rate (subject to overtime as required by the Fair Labor Standards Act).

#### H. Personal Property Damage

The Board agrees to establish for each year of this contract a fund of One Hundred Dollars (\$100.00) per year to be used for settling all claims due to damage to employees' automobiles, not contents thereof, while on school premises as a result of vandalism. All claims for the year will be paid no later than June 30. If the claims for the year exceed the One Hundred Dollars (\$100.00) fund hereby created, said claims will be prorated in June and payment made to all on a proportionate basis.

Further, to qualify for payment the employee must file a report with the police department when theft of the vehicle or malicious destruction is involved.

### **ARTICLE 13. INSURANCE**

#### A. Health, Dental, Life, Vision

The Board shall pay the premium for the insurance benefits specified in the Harper Woods MESSA-PAK, Plan C (currently "Choices"), for the custodian and his or her spouse and dependent children to age 24. A custodian working less than forty (40) hours per week but at least twenty (20) hours per week will be eligible to receive prorated benefits.

***The Board of Education may, after notifying the Union, select an alternate carrier, provided the coverage is equal to or better than the present MESSA coverage in affect January 1, 2010 subject to a \$5,000,000 million lifetime cap.***

##### Plan A

1. MESSA Choices Health Insurance
2. MESSA/Delta Dental
3. MESSA Term Life Insurance in the amount of Sixty Thousand Dollars (\$60,000) for the employee only. A double indemnity accidental death benefit will be included.
4. MESSA Vision Plan VSP-2

##### Plan B

Custodians not electing Plan **C** may select Plan B which includes coverage in numbers 2, 3, and 4 above (Dental, Life, and Vision) plus an additional stipend of \$125.00 per month.

- B. Any bus driver whose regular route is 20 hours or more per week shall be provided with Delta Dental coverage and MESSA VSP-2 vision coverage for the employee and his/her family. Additionally, the District will pay the premium to provide term life insurance in the amount of \$50,000 for the employee only. Eligibility for those benefits in June and July will be based on the employee's time for regular routes at the end of the school year. The named coverages in this paragraph are subject to the same restrictions as detailed in the second paragraph of Section A above.
- C. A Bus Driver whose time for regular routes is twenty (20) hours or more per week shall be eligible for One Thousand Dollars (\$1,000.00) reimbursement for single or family medical expenses and/or health insurance premiums. An equivalent sum will be deposited annually, on the employee's behalf, into an IRS Section 125 Plan account from which the employee can draw reimbursement for allowable, medical-related expenses per the plan agreement.

#### D. Short Term Disability Insurance

Employees will be provided with short-term disability insurance. The Board of Education may, after notifying the Union, select an alternate carrier, provided the coverage is equal to or better than the current coverage.



In witness whereof, the parties hereto have set their hands this 20<sup>th</sup> day of APRIL, 2010

For The Union

Kimberly M. Leh  
James DeMand  
Michelle Myers

[Signature], Staff Rep.  
\_\_\_\_\_  
\_\_\_\_\_

For The Board Of Education

[Signature]  
President

[Signature]  
Secretary

[Signature]  
Superintendent

E. Workers Compensation

Employees will be covered by appropriate Workmen's Compensation Insurance as required by law.

**ARTICLE 14. GENERAL CLAUSE**

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

**ARTICLE 15. SUCCESSOR CLAUSE**

This agreement shall be binding upon the Employer's successor, assignee or transferees, whether such succession, assignment or transfer to be affected voluntarily or by operation of law.

**ARTICLE 16. TERMINATION CLAUSE**

This Agreement shall be effective as of the first day of July 2009 and shall remain in full force and effect until the first day of July 2012. It shall be automatically renewed unless either party shall notify the other in writing, sixty (60) days prior to the expiration date that it desires to change or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the expiration.

Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

- A. Ratified by a majority of the members of the bargaining agent voting at a meeting duly called for such purposes and:
- B. Approved by the Board of Education of the School District of the City of Harper Woods by Resolution duly adopted.

Upon written notice to the other party any time after May 1, 2012 either party may request the opening of negotiations for a new Agreement.

## APPENDIX A

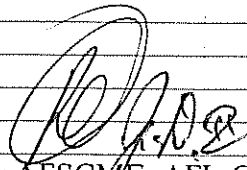
1. **Duration: 3 years to cover 2009/2010, 2010/2011, 2011/2012**
2. **Salary**
  - a. ***The Custodian salary schedule will be reduced by 4% effective April 1, 2010 for the remainder of the 2009/2010 fiscal year.***
  - b. ***This revised salary schedule will remain in effect for the duration of the contract.***
  - c. ***Elimination of longevity payments for custodians.***
  - d. ***Freeze longevity payments at current levels for bus drivers. No longevity for drivers hired after 2000.***
3. ***Either party to this agreement may issue a notification of their intent to re-open the current collective bargaining agreement for wage and benefits only if:***
  - a. ***The costs to the employer for employee health benefits and retirement contributions for members increase collectively 10% over the prior year costs; or if a 10% decrease in the number of students enrolled in the District, based upon the official 4<sup>th</sup> Wednesday blended count, and/or a \$200 decrease in the level of the foundation allowance in a single fiscal year, which results in a reduction in state funding. The District must notify the Association in writing of its intention to re-open the current collective bargaining agreement for wage and benefits only and said negotiations must begin within 30 days of this notification.***
  - b. ***A 10% increase in number of students enrolled in the District, based upon the official 4<sup>th</sup> Wednesday blended count, and/or a \$200 increase in the level of the foundation allowance in a single fiscal year, which results in an increase in state funding. The Association must notify the District in writing of its intention to re-open the current collective bargaining agreement for wage and benefits only and said negotiations must begin within 30 days of this notification.***
4. ***Custodians with an original hire date prior to April 1, 2010 will be compensated as per the schedule I wage schedule attached in Appendix A. In the event that a custodian with an original hire date prior to April 1, 2010 is promoted to a head custodian position, that custodian will continue to be compensated under schedule I. Custodians hired after April 1, 2010 shall be compensated per schedule II attached in Appendix A. In the event that a custodian with an original hire date after April 1, 2010 is promoted to a head custodian position, that custodian will continue to be compensated per schedule II attached in Appendix A. In the event multiple applicants for head custodian are submitted that meet qualifications, the most senior custodian will be selected for the position for a normal probationary period.***
5. ***Bus Drivers hired after April 1, 2010 as part of the AFSCME membership shall be compensated per schedule II attached in Appendix A.***

**APPENDIX A**

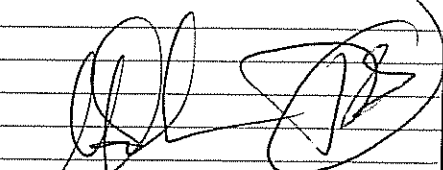
This Agreement extends for three (3) years: 2009/2010, 2010/2011, 2011/2012.

**Appendix A**

	Schedule I Hired Before April 1, 2010		Schedule II Hired After April 1, 2010	
<b>Regular Custodian</b>				
Probation /hourly	\$	17.13	\$	10.50
After Probation	\$	17.65	\$	10.66
Year Two	\$	18.07	\$	11.82
Year Three	\$	18.97	\$	13.37
<b>Head Custodian, Elementary</b>				
Probation / Hourly	\$	19.57	\$	13.97
After Probation	\$	19.75	\$	14.14
Year Two	\$	19.92	\$	14.31
<b>Head Custodian, Secondary</b>				
Probation / Hourly	\$	20.53	\$	14.93
After Probation	\$	20.76	\$	15.15
Year Two	\$	20.95	\$	15.35
<b>Bus Drivers</b>				
Probationary Hourly w/o training and Certification			\$	9.00
Probation / Hourly	\$	15.94	\$	10.50
After Probation	\$	16.48	\$	12.32
Year Two	\$	17.58	\$	12.74
Year Three			\$	13.59
Sub Drivers			\$	10.50



TA: For AFSCME, AFL-CIO  
Council 25, Local 1228



For Harper Woods School District

