

MASTER AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF PONTIAC**

AND

**LOCAL 719 OF AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES' UNION (AFL-CIO)**

(OPERATIONS EMPLOYEES)

JULY 1, 2010 – JUNE 30, 2013

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BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC
AND
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EMPLOYEES' UNION (AFL-CIO)**

(OPERATIONS EMPLOYEES)

THIS AGREEMENT is entered into this 1st day of July, 2010 by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "Board," and Local 719 of the American Federation of State, County and Municipal Employees (AFL- CIO) and Council 25, hereinafter called the "Union," pursuant to Act 379 of the Michigan Public Acts of 1965.

ARTICLE I - PURPOSE AND INTENT

- Item 1 The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the Board, the employee and the Union. The Board and the Union shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

- Item 2 During the term of this Agreement, both parties shall meet at the request of either party at mutually convenient times and places for the purpose of discussing any provision in the Agreement.

- Item 3 The Board shall not negotiate with any other operation group or organization claiming representation of this bargaining unit during the term of this Agreement.

- Item 4 The Union, employee, and Board agree the provisions of this Agreement shall be applied equally and without favoritism to all employees without discrimination as to sex, marital status, race, color, creed, national origin, political affiliation or mental or physical disability.

- Item 5 The Union shall establish a Personnel Relations Committee which shall meet periodically during the school year with the Executive Director of Employee Relations or designated representative(s) of the Board to discuss matters of mutual interest concerning the District which fall outside the provisions of this Agreement. The purpose of these meetings shall be to provide a means whereby: items of concern to the Union may be brought to the attention of the Board representative(s) for consideration; items of concern to the Board representative(s) may be brought to the attention of the Union for consideration; information may be exchanged; a high level of mutual understanding may be maintained; and matters pertinent to the general welfare of the Union and the Board may be discussed.

ARTICLE II - RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative "in respect to wages, hours of employment, or other conditions of employment" for all full time and regular part time operations employees in the following classifications: Truck Drivers, Warehouse Clerks, Lead Custodians, Custodians, Grounds Keepers, and Small Engine Mechanics employed in the District. Additional classifications which are established within the bargaining unit in a non-supervisory role during the term of this Agreement shall be subject to negotiations between the Board and the Union in respect to wages, hours of employment, or other conditions of employment.

The parties have agreed to transfer the Audio Visual Technician to the Local 719 Media Assistant Unit.

ARTICLE III - BOARD RIGHTS

The Board reserves and retains, solely and exclusively, all rights to manage and direct its work forces, such as, the determination of policies, operations, assignment, schedules, discipline and layoffs for the orderly and efficient operation of the District.

The Board reserves the right to operate and manage its affairs in all respects in accordance with its responsibilities. Powers and authority which the Board has not explicitly abridged, delegated or modified by this Agreement are retained by the Board of Education.

It is the exclusive right of the Board to establish work rules, establish schedules of work, determine and establish methods, processes and procedures by which work is to be performed as well as set work standards. The Board reserves the right to make work assignments in emergency situations.

The Board has the right to schedule overtime work as required, consistent with the provisions set forth in Article XI, Section O.

The parties hereto understand that every incidental duty connected with assignments enumerated in job description are not always specifically set forth.

The Board has adopted an alcohol and drug policy, entitled Drug Free Workplace. The Union has the right to challenge the policy on reasonableness grounds for the first thirty days after receipt of the policy. The Union has the right to file a grievance on behalf of any member who may face charges as a result of the policy.

The Board has the right to adopt an absenteeism and tardiness policy. The Union has the right to file a grievance on behalf of any member who may face charges as a result of the policy.

ARTICLE IV - UNION AND EMPLOYEE RIGHTS

Section A Union Rights

- Item 1 Nothing contained in this Agreement shall be construed to deny or restrict any rights conferred by the Michigan Employment Relations Act, the Michigan General School Laws, or applicable laws or regulations, and the Constitutions of Michigan and the United States. The rights granted to employees in this Agreement shall be deemed in addition to those provided by Board Policy or established procedure. The Board shall not directly or indirectly discourage employees in their employment of the above rights nor shall they be discriminated against in any way because of their activities in the Union to achieve these rights.
- 1.2 The District shall notify Local 719, President and Council 25 of any changes in hours of employment at least five (5) calendar days prior to change.
- Item 2 The Union may use the District mail service and employee mail boxes for communication to employees. The Union shall have the right to post notices of activities and matter of Union concern on employee bulletin boards, at least one of which shall be provided. The Union representative has the responsibility to maintain the bulletin board space assigned for Union use. All notices posted on this board must be signed by the Union representative if they are not identified as from the Union. The rights granted herein to the Union shall not be granted or extended to any competing labor organization. A copy of any notice shall be forwarded to the Board on request.
- Item 3 Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at reasonable times, provided this shall not interfere with or interrupt the normal school operation, employee assignments, the instruction or management of pupils, or special assignments of any District employees.
- Item 4 The Union shall have the right to use the Board audio-visual equipment at reasonable hours when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.
- Item 5 The Union shall be permitted the use of school facilities for regular and special business meetings and for Union committee meetings, provided such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the district.
- Item 6 On reasonable notice the Board shall provide the Union with copies of regularly prepared Board, County, State and Federal reports on information concerning the financial resources of the District including the annual financial reports and audits, preliminary and final budget documents including treasurer's reports, agendas and minutes of Board meetings, membership data, information on file in

the personnel office on all employees: name, location, assignment, salary, experience level, rate of pay, sex, date of birth, as well as other recorded information that is readily available to assist the Union in representing employees. Restricted or confidential information pertaining to the evaluation of an employee's performance prior to employment in the District and Board evaluations contained in the personnel file shall not be available to the Union. The Union shall assume the cost of copies when only the original is available.

- Item 7 In each fiscal year, the Union shall be granted release time not to exceed seven and one-half (7-1/2) days, or a total of sixty (60) hours to enable officers and/or designated representatives to conduct business which pertains to the Union. In each fiscal year, the Union shall be granted release time not to exceed ten (10) days, or a total of eighty (80) hours to enable the Union negotiating team to participate in scheduled negotiations sessions with the Board during regular work hours. Requests for release time shall be submitted in writing and approved in advance by the Executive Director of Employee Relations or the Human Resources Department. It is mutually recognized that the principle of proportional representation, which reflects the increase and decrease in work force, is a sound and sensible basis for determining proper representation. Toward this aim, the bargaining committee of the Union shall consist of no more than five (5) members who are employees of the District or members of Michigan Council 25, AFSCME. The Board shall rely on the Union President to furnish the names of the committee members who are to represent the Union in bargaining sessions. The district would be willing to schedule meetings with this group at times other than scheduled working hours.

Section B Employee Rights

- Item 1 Any case of assault upon an employee as a result of carrying out the job duties during scheduled work hours shall be promptly reported to the Board or its designated representatives. The Board shall provide necessary legal counsel to advise the employee of the employee's rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- Item 2 The Board shall provide an appropriate locked facility and provision for the safekeeping of employee valuables. The Board shall not be held liable for any and all such loss as may occur.
- Item 3 Employees shall be provided copies of any material relating to the employee's attitude or performance on the job prior to, or within a reasonable time after the material being placed in the employee's personnel file.
- Item 4 Each employee shall be given a copy of this Agreement. The Union and the District shall split the cost of photocopying this and future Agreements by alternating responsibility for copying Agreements, with the Union photocopying

this Agreement, the Pontiac School District responsible for photocopying the next Agreement and so on.

ARTICLE V – UNION SECURITY

To the extent that the laws of the State of Michigan and the United States permit, it is agreed that:

- Item 1 Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- Item 2 Employees hired after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the amount of regular monthly dues for the duration of this Agreement. They shall pay dues or a service fee to the Union by the tenth day after the thirtieth day following the satisfactory completion of their probationary period.
- Item 3 Employees hired prior to the effective date of this Agreement are required to become union members or pay a service fee as a condition of continued employment. They shall pay dues or a service fee to the Union by the tenth day after the thirtieth day following the satisfactory completion of their probationary period.
- Item 4 Union members shall meet the conditions of this Article as long as they are no more than sixty (60) days in arrears in payment of membership dues or service fee. The Board shall be notified in writing by the Union of employees covered in Items 1, 2, and 3 of this Article who are sixty (60) days in arrears in payment of membership dues or service fee.
- Item 5 Employees may have their monthly membership dues or service fee deducted from their earnings by signing an authorization for checkoff of dues or fee form or make a single payment for the full year dues directly to the Union treasurer. The Union will provide the Board with signed authorization for checkoff of dues or fee form, which will state the amount of dues or service fee to be deducted.
- Item 6 The Personnel Department shall make available upon request to designated Union representatives information on: new employees hired, including their employment dates and location of assignments; employee terminations; and employees who return from leave.
- Item 7 The employer agrees to deduct from the wages of any employee who is a member of the Union a People deduction as provided for in a written authorization. Such authorization must be executed by the employer and the union. The employer

agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- Item 8 The Union shall assume the legal defenses of any suit or action against the Board regarding this Article. The Union further shall indemnify and save harmless the Board for any cost including damages which may be incurred by the Board as a result of said suit or action, subject, however, to the following conditions: the damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents; the Union, after consideration with the Board, has the right to decide whether or not to appeal the decision with any court or other tribunal regarding the validity of the Article or the defense which may be assessed against the Board or tribunal; the Union's legal counsel has the authority to direct the defense of any lawsuit involving this Article; and the Union shall have the right to compromise or settle any claims made against the Board under this Agreement.

ARTICLE VI – HOURS OF EMPLOYMENT

Section A Work Day and Work Week

- Item 1 A full time employee is defined in this Agreement as an employee regularly scheduled for eight (8) hours a day, forty (40) hours a week for fifty-two (52) weeks in the work year. The normal work day shall consist of eight (8) hours on the job plus a one half (1 /2) hour unpaid, uninterrupted lunch period, but there will be no guarantees of hours per day or per week.
- 1.1 In the event the Board, due to financial limitations, establishes a seven (7) hour day for a full time employee during the term of this Agreement, a full time employee, for purposes of this Agreement, would be defined as an employee assigned to a position of seven (7) hours a day, thirty-five (35) hours a week for fifty-two (52) or more weeks in the work year.
- Item 2 The District shall notify the Local 719 President at least five (5) calendar days prior to a change in hours of employment for a full time employee.
- Item 3 Certain positions because of their nature may require the employee filling the position to take a lunch, or off, period, longer than the usual one-half (1/2) hour. The longer lunch or off period will be necessary when the interval between the beginning and completion of the responsibility for any one day exceeds 8 1/2 hours.
- Item 4 The time of lunch, or off period, shall be determined by the immediate supervisor.

Section B Rest Periods

Employees shall be entitled to one (1) fifteen (15) minute rest period within each four (4) hour work period. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken.

ARTICLE VII – OTHER CONDITIONS OF EMPLOYMENT

Section A Probationary Period

Item 1 A new employee in any classification shall be on probation for twelve (12) months, by the end of which period the employee must have received a recommendation for continued employment from the appropriate Supervisor and appropriate Personnel Director in order to secure regular employment status.

Section B Postings

Item 1 For the benefit of interested employees, full time position openings shall be posted in all schools seven (7) calendar days prior to the filling of the vacancy. Postings shall indicate length of work year and shall state whether such posting is permanent or temporary. The District shall notify the Local 719 President prior to posting a position.

Item 2 Applicants shall be advised of how the position is filled within fourteen (14) days after the posting. A current employee awarded a position shall not serve a trial period. An employee who has completed the probationary period, going from less than eight (8) hours to eight (8) hours will receive health insurance benefits on the first day of the month after working thirty (30) days after the change.

Section C Transfers

Item 1 An employee is eligible for transfer if a position for which the employee is applying offers a better shift or more pay, with the following exceptions:

Any request for a transfer within the same classification shall be honored prior to transfers from outside the classification.

Item 2 An employee is eligible for transfer if serious extenuating circumstances exist.

Item 3 An employee, may request a transfer in the same classification to another building providing the employee has served in the employee's present building one (1) year or more.

3.1 When a vacancy occurs in a building, employees on the same shift may transfer to the vacant work assignment(s) by seniority. Employee(s) awarded the posted vacancy will receive the resultant vacant work assignment.

Item 4 An employee in one of the other Local 719 bargaining units will receive a preference over an applicant who is not employed by the Pontiac School District, for an open position in one of the other Local 719 bargaining units if the employee is qualified for the position, and there is no applicant from that bargaining unit.

Item 5 All temporary summer operation's jobs will be assigned on the basis of seniority bid, among qualified individuals within this bargaining unit.

Section D Seniority

Item 1 The first twelve (12) months of a new employee's employment shall be a probationary period. A probationary employee shall have no security status in the classification in which employed and may be discharged any time during the probationary period, if, in the Board's opinion, the employee is not suited to the District's needs. New employees shall be required to complete an orientation that is offered and provided by the school district.

Item 2 An employee continued in employment for more than twelve (12) months shall have seniority rights within the bargaining unit; such seniority shall be computed from the date of employment.

Item 3 The District will select the employee to be promoted or transferred to a vacancy depending on its assessment of the qualifications of the applicants with the applicant ranked highest in ability, merit, and capacity being selected. When ability, merit and capacity are equal between two or more applicants for a promotion or transfer, the senior applicant will be selected,

Item 4 Seniority shall not be interrupted by reason of transfer, promotion, sick leave, or leave of absence authorized by the Board. Seniority shall not be interrupted by reason of layoff except as noted in the Recall Section of this Article.

Item 5 An employee's seniority shall terminate if he/she:

5.1 Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure;

5.2 Is absent from work for three (3) consecutive days without notifying the supervisor prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given;

5.3 Following a layoff for lack of work or funds, he/she fails or refuses to notify the Board of his/her intention to return to work within seven (7)

calendar days after written notice, sent by certified mail of such recall, is sent to his/her last address on record with the Board, or having notified the Board of his/her intent to return fails to do so within three (3) calendar days prior to such notice is sent or upon the day established by the Board for his/her return, whichever is later;

- 5.4 Fails to request a leave of absence, or does not return to work on his or her first scheduled workday immediately following the termination of a leave of absence or vacation, unless, in the latter case, he/she presents evidence satisfactory to the Board that it was impossible for him/her to return at the expiration of such leave or vacation;
- 5.5 Is laid off for lack of work or funds for a continuous period equal to the seniority which the employee has acquired in the bargaining unit at the time of layoff or one (1) year, whichever is lesser.
- 5.6 Notwithstanding the above, this section shall not be deemed to include all grounds for discharge.

Item 6 Employees entering the Armed Forces shall accumulate seniority during their period of military service and shall be reinstated upon their release from service in a position equal to the one formerly held.

Item 7 The Board shall maintain an up-to-date seniority list at all times and make this list available to the union twice a year.

Section E Health Requirements

Item 1 New employees shall provide proof of freedom from tuberculosis no later than fourteen (14) days after employment. It must be current within the last year. In case free service is not available, employees shall furnish proof at their own expense.

Item 2 Current employees shall furnish annual or tri-annual proof of freedom from tuberculosis as determined by the County Health Department. This may be done by X-ray or skin test.

Item 3 Physical examinations performed on or after March 1, 2008 for employees returning from medical leave of absence will be used to meet any State requirement. If the physical examination is required by the State or requested by the Pontiac School District, the cost of such examination over and above that covered by the employee's Health Insurance shall be borne by the Pontiac School District.

Item 4 In the event the personal illness or disability could affect the employee's ability to perform assigned responsibilities, the Board may request the employee to provide a physician's certification that the employee is able to perform assigned

responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.

Section F Discipline

- Item 1 Disciplinary action shall include oral reprimand, written reprimand, suspension, and dismissal and will be for just cause. Suspension and dismissal shall be only by official notification by the Personnel Department. The Union shall be notified of a suspension or dismissal. The Union President shall be notified prior to issuance of a suspension or discharge.
- Item 2 The purpose of discipline is to correct inappropriate behavior or performance. No employee shall be disciplined without just cause.
- Item 3 Discipline shall occur if the employee fails to perform the duties required of the position or demonstrates inappropriate behavior.
- Item 4 The employee may request, and if requested, shall have Union representation present in an investigatory interview where discipline is reasonably contemplated, and when being disciplined or discharged, except for oral reprimands. The employee shall be told an oral reprimand is being administered.
- Item 5 Any disciplinary action shall be done in privacy and in a discreet manner.
- Item 6 If reversal of any disciplinary action occurs, the employee shall not be subjected to prejudice or loss of pay or other benefits including seniority.
- Item 7 The Board retains the right to dismiss an employee for just cause.
- Item 8 In lieu of dismissal, the Personnel Director may suspend an employee without pay.
- Item 9 After an eighteen (18) month period of satisfactory service, all written reprimands in an employee's file shall not be used against the employee in further disciplinary action and promotions or transfers.

Section G Safety

- Item 1 A safety committee shall be established to develop and report to the Safety Supervisor recommendations which will improve the safety of the working conditions of employees. Two (2) members selected by the Union shall serve on the safety committee. The safety committee shall meet as often as necessary to review the problems involving safety submitted by employees.

Section H Evaluation

If evaluations are done, an employee shall receive a copy of his/her evaluation by the appropriate management representative who shall review and sign it. The

completed evaluation shall be returned to the employee for review and signature. The employee signature shall only indicate receipt of a copy. The completed evaluation form will then be forwarded to the appropriate Personnel Director and placed in the employee's personnel file. The employee will be allowed to attach comments to the evaluation form. Evaluations shall be fair and just.

Section I Layoff

Item 1 Reductions in the work force shall be effected through the following procedures:

- 1.1 All Probationary full time employees in a classification shall be laid off before any seniority employees in that classification are laid off. The necessary number of full time employees shall be laid off in the affected classification, by seniority as long as the employees remaining can perform the duties necessary, without training.
- 1.2 Any full time employee who is so removed shall be able to exercise seniority rights to bump a less senior employee in a classification he or she has held, provided the employee bumping can immediately perform the duties of the classification, after orientation.
- 1.3 An employee who has bumping rights as set forth in Item 1.2 of this Section shall have the right either to exercise the bump or to accept the layoff until recalled. The employee shall sign a waiver to this effect.
- 1.4 Less senior employees who remain unplaced after the reduction in the required classifications and bumping is completed shall be laid off.
- 1.5 The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session.

Item 2 Employees to be laid off will be given at least seven (7) calendar days advance notice of the layoff except when the layoff is caused by circumstances beyond the Board's control. Copies of layoff notices shall be sent to the Union on the same date the notices are issued to employees.

Item 3 In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Board, the employees immediately affected may be laid off without notice and regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall be regulated by seniority application.

Item 4 In the event of a reduction or modification of the work force, the Board shall strive, within financial limitations, to provide as many full time positions defined in Article VII, Section D, Item 2 as possible.

Section J Recall

Item 1 Laid off employees shall be recalled in the reverse order of the layoff. An employee shall be recalled to the first opening in the classification from which the employee was laid off, or, if the employee had bumped down from the original position in the reduction of the work force before being laid off, to such original position. Recall shall be by written certified letter, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within seven (7) calendar days after the date of delivery or proof of non-delivery. The Board may discharge an employee who fails to inform the Board of his/her intention to return to work within seven (7) calendar days after written notice of such recall is sent by certified mail or, having notified the Board of his/her intent to return, fails to do so within three (3) calendar days after the day established by the Board for his/her return.

Item 2 Seniority shall be broken and employment terminated if the employee fails to return to work when recalled from layoff as set forth in Item 1 of this Section unless an explanation for the absence and lack of notice is given which is acceptable to the Board.

Item 3 The Board may remove an employee from the recall list if he/she has been laid off for lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of layoff or one (1) year, whichever is lesser. This item shall not apply to employees laid off prior to the ratification of this Agreement.

Section K Sub Contracting

During the term of this Agreement, the Board of Education, prior to sub-contracting any bargaining unit work, will provide the Union with at least 21 days notice and be willing to discuss the matter with the appropriate representatives of Local 719 AFSCME in an effort to prevent loss of jobs within the bargaining unit.

Section L Issuance of Paychecks

Within 90 days of ratification all employees will be paid by direct deposit. If a payday should occur on an inclement weather day causing all schools and offices to close, the Board shall implement a procedure to issue paychecks for 719 operations employees who are required to report to work on that date providing no catastrophe has prevented the Payroll Department from preparing checks for issuance. Such a procedure may require the employee who worked to report to a central site to pick up the check. The Union will be promptly notified of any problem which might result in any delay in pay issuance. *See Letter of Agreement #1 (This language and Letter of Agreement #1 will end 90 days after ratification).

In addition to the above, the Board and the Union will encourage direct deposit of paychecks for all operations employees employed as of the date of final

ratification of this contract. All new employees hired after the final ratification of this contract will be required to enroll in direct deposit at the time of hire. Employees may choose direct deposit to any financial institution available to the Board. This arrangement is subject to the rules and regulations of the institution receiving the deposit.

ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE

Definition

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

Informal Appeal

Discuss the complaint with the appropriate supervisor with the object of resolving the matter informally.

Level One

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

Level Two

If the employee is not satisfied at Level One, a written grievance shall be filed within five (5) work days of the appropriate supervisor's response with the administrator designated to be involved at Level Two, who shall review the claim and provide a written decision to the Union President, Chief Steward, and the grievant within five (5) work days after the meeting.

Level Three

If the Union is not satisfied at Level Two, the grievance shall be filed in writing within five (5) work days of the Level Two response with the administrator designated to hear Level Three grievances. Upon receipt of the claim, a hearing shall be scheduled within five (5) work days. The Staff Representative from Council 25 AFSCME shall be notified of the meeting. If the grievance is not resolved at Level Three, a written decision shall be issued to the Union President, Chief Steward, and the grievant within five (5) work days after the hearing.

Level Four

If the Union is not satisfied at Level Three, the Union may file the grievance to arbitration within thirty (30) work days after receipt of the decision from Level Three, and by written notice to the Board. The cost of the arbitrator's services, including expenses if any, shall be borne equally by the Union and the Board.

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

The arbitrator's powers stem from this Agreement. The arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall have any authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Board, Union and grievant.

Union Representation

The employee may at informal appeal or at any step in the grievance procedure, request and have representation by a maximum of five (5) Union representatives, providing there is no interference with regular work hours and no cost to the Board.

Exception

Nothing contained herein shall limit the right of an employee with a grievance to discuss the matter informally with any supervisor or administrative personnel, or to have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given the opportunity to be present at such adjustment.

Time Limits

No grievance shall be processed unless it is presented within five (5) work days of its occurrence or twenty (20) work days of knowledge of its occurrence should extenuating circumstances exist. The time limits set forth in Level One through Four may be extended upon mutual consent of the parties. Said extension shall be in writing by the party requesting the extension. The time limits set forth herein

or agreed upon shall be adhered to by both parties. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the Union's grievance shall be automatically moved to the next Level.

ARTICLE IX - PAID LEAVE

Section A Sick Leave

On July 1, 2007, full time employees will be credited with thirteen (13) sick days. On July 1 of each of the last two years of this Agreement, beginning with July 1, of 2008, full time employees will begin to accrue six (6) hours of sick pay for each month worked, for a total of nine (9) sick days per year to be used in the manner listed below.

- 1.1 Personal illness, injury or disability.
- 1.2 Serious illness, injury or disability in the immediate family (mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, step-child).
- 1.3 Serious illness, injury or disability in the immediate household of the employee if it is necessary for the employee to attend to the needs of the individual who is ill.
- 1.4 Death in the family. (See Article IX, Section A, Item 1.2).
- 1.5 Other reasons approved by the Superintendent of Schools.

Item 2 After three (3) or more consecutive days of illness, a physician's written release may be required before the employee may return to work.

Item 3 Effective July 1, 2010 sick days shall not accumulate. All existing employee sick banks will be frozen at the current level for the duration of this agreement. Commencing July 1, 2011, unused sick days accrued during the prior fiscal year will be paid to the employee by July 30 at 100% of their prior fiscal year rate of pay.

Item 4 An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) work days) shall have the option to supplement his/her Worker's Compensation payments by using sick time paid from the employee's accumulated sick leave up to the amount of the difference between the employee's regular daily pay and the amount paid by

Worker's Compensation, for each day for which Compensation is received, as long as the total daily income received from Worker's Disability Compensation and payments of accrued sick days shall not exceed the employee's regular daily wages.

- Item 5 All sick leave accumulated by an employee shall be forfeited if the employee resigns or is dismissed, except in cases when the employee qualifies for reimbursement on retirement as provided in the Retirement Pay Section of Article XI.

Section B Personal Business Days

- Item 1 Three (3) days of an employee's accrued sick days in each school year may be used by full time employees as Personal Business days.

- Item 2 Approved Leave days shall be deducted from accumulated sick leave.

- Item 3 Personal Business days shall not be cumulative.

- Item 4 Personal Business days may be used for the following reasons:

4.1 Registration for approved courses when such registration cannot be accomplished at a time other than the employee's regular work hours.

4.2 Religious holidays which require absence from work.

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

4.4 Funerals, other than those provided under other Sections of this Agreement.

4.5 Emergencies such as automobile accidents or home fires which require the employee's presence.

4.6 Inclement weather that causes the close of schools; provided that there is demonstrated evidence of the employee's sincere effort to report for duty.

- Item 5 Employees must give Human Resources a written notice 72 hours before the intended use of Personal Business days.

Section C Approved Military Leave

Employees who are required to serve annual training duty as a part of their military obligation to the U.S. Government shall receive the difference between the reservist's base pay and the regular District pay up to a maximum of two (2) weeks.

Section D Jury Duty

The Board shall pay the difference between the rate of jury pay and the employee's regular pay rate for time lost due to serving on jury duty for up to 30 days in any one school year.

Section E Family Leave

Item 1 An eligible employee shall be entitled up to a maximum of twelve (12) work weeks of leave during any 12-month period for one or more of the following:

- 1.1 Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- 1.2 Because of the placement of a son or daughter with the employee for adoption or foster care.
- 1.3 In order to care for the spouse, or a son, daughter, or parent, of the employee is such spouse, son, daughter, or parent has a serious health condition.
- 1.4 Because of a serious health condition, that makes the employee unable to perform the functions of the position of such employee.
- 1.5 An eligible employee may use accrued sick time or vacation time during the life of F.M.L.A. for purposes of maintaining pay.

ARTICLE X - LEAVE OF ABSENCE WITHOUT PAY

Item 1 A leave of absence without pay may be authorized for full time employees upon the recommendation of the appropriate Personnel Director as follows:

- 1.1 Certified personal illness, injury or disability.
 - 1.1.1 To apply for such leave, a request must be presented in writing to the appropriate Personnel Director accompanied by proof of personal illness, disability, or quarantine which has been certified by the employee's physician. The Board may require the employee to see a physician of its choice to verify the health condition.
 - 1.1.2 To return from such leave, the employee shall immediately notify the Board in writing of termination of the illness, disability, or quarantine, indicate anticipated return to work date, and provide a physician's certification of ability to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.

- 1.2 Serious illness in the immediate family (mother, father, spouse, child, sister, brother, grandparent, or in-law, step-child).
 - 1.2.1 To apply for such leave a written request must be presented to the appropriate Personnel Director accompanied by proof of illness by an appropriate authority to certify it is necessary for the employee to attend to the family needs.
- 1.3 Death in the family
 - 1.3.1 To apply for such leave, written request must be presented to the appropriate Personnel Director accompanied by proof by an appropriate authority to certify it is necessary for the employee to attend to the family needs.
- 1.4 Union representation
 - 1.4.1 To apply for such leave, a written request must be presented to the appropriate Personnel Director accompanied by appropriate certification that the employee holds an elected or appointed full time position with the Union.
- 1.5 Education
 - 1.5.1 To apply for such a leave, a written request must be presented to the appropriate Personnel Director accompanied by proof of registration and enrollment.

Item 2 To be eligible for a leave of absence for the reasons of Items 1.2, 1.3, 1.4, and 1.5, an employee must have been employed at least two (2) years. To be eligible for a leave of absence for the reasons of Items 1.1, an employee must have been employed at least one (1) year.

Item 3 An employee who qualifies for a leave of absence shall submit a written request, accompanied by appropriate documentation, to the appropriate Personnel Director no later than the day before the expiration of sick bank, or the last day of work, as appropriate.

- 3.1 Provides a physician's statement certifying the illness or injury and anticipated return to work date no later than the day before expiration of sick bank or last day of work, as appropriate.
- 3.2 Makes a reasonable effort to keep the immediate supervisor informed of the most likely date of return to work by telephone calls made no less frequently than once per week, and more often if appropriate. If an employee fails to make such a reasonable effort and there are no mitigating circumstances related to the absence or the employee fails to report for duty or apply for a leave of absence by the day before

expiration of his or her sick bank or the last day of work, such failure shall be considered a voluntary quit.

- Item 4 A leave of absence shall be granted for a maximum of one (1) year and shall be renewable one time to a maximum of two (2) years. Seniority shall be broken and employment terminated if a written request for leave renewal, accompanied by appropriate documentation, is not made annually or the employee fails to report as available for duty at the expiration of the leave of absence, or the employee fails to notify the Board when the unpaid leave reason no longer exists, or the leave procedures are not followed.
- Item 5 A position will only be guaranteed on return from a leave of absence according to the following provisions:
- 5.1 If an employee returns from a leave of absence within one year from the last day of work, that employee shall be assigned to the original position in the same classification held prior to the leave. The Board and the Union understand that to meet the provisions of this Item, the board may staff the position on a temporary basis, which may include a temporary posting.
 - 5.2 If an employee returns from a leave of absence after one year from the last day of work the Board shall make every effort to return the employee to the original classification or one commensurate to training or experience.
 - 5.3 If necessary, the least senior employee shall be laid off to provide an opening required in this Section.

ARTICLE XI - ECONOMIC BENEFITS

Section A Health Benefits

- Item 1 The Board shall provide health benefits for full-time employees hired on or before July 1, 2010, who apply. The Board will pay a health/dental insurance premium of up to \$560/month for single coverage, \$1,230/month for two (2) person coverage, and \$1,540/month for full family coverage. These rates will remain in force for the duration of this agreement.
- Item 2 The health insurance plan shall be implemented in accordance with the rules and regulations of the provider.
- Item 3 The Board reserves the right to change carriers in order to continue to provide health insurance benefits to its employees. The Board will shop health insurance on an annual basis, in order to obtain the best coverage for the price, and will provide the Union with the opportunity to present alternatives and to assist in shopping for coverage.

Item 4 Effective July 1, 2010, if the cost of health/dental insurance premiums exceed the limits set in Item 1 above, the employees will bear the difference between the amount paid by the District and that higher cost by payroll deduction.

Item 5 New hire benefits for employees hired after July 1, 2010, no health insurance will be provided for the first year of employment. Commencing the second year of employment, health care will be provided as described by Items 1 through 4 in Article XI – Economic Benefits.

Item 6 Opt Out Provision – Any employee who opts out of District coverage, for the next fiscal year, by June 1 of each year will receive a \$3,600 stipend payable in tow (2) installments (December 1 and June 30).

Committee: The District and the Union further agree to form a committee for the purpose of researching health benefits plans with the goal of reducing cost.

Section B Life Insurance

Item 1 Upon submission of written application the Board shall provide to operations employees hired on or before July 1, 2008 term life insurance protection in the amount of \$25,000.00 that shall be paid to the employee's designated beneficiary. The term life insurance program shall also provide for double indemnity in the event of accidental death and dismemberment and a scheduled amount payable according to severity and loss in the event of dismemberment. The duration and level of benefits will be in accordance with American Disability Employment Act (ADEA) guidelines.

Item 2 To become eligible for the term life benefit, employees must be at work and able to perform all required duties on the day the benefit becomes effective.

Item 3 Employees who have board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Employees electing the right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

Item 4 The term life insurance program shall be provided within the underwriting rules and regulations as set forth by the carrier in the master agreement held by the policyholder.

Section C Dental Benefits

Item 1 The Board shall provide dental benefits for employees hired on or before July 1, 2008, who apply. Employees shall be provided with benefits as indicated in the attached schedule.

Item 2 The dental plan shall be implemented in accordance with the rules and regulations of the provider.

Item 3 The Board reserves the right to change carriers in order to continue to provide dental insurance benefits to its employees. The Board will shop dental insurance on an annual basis, in order to obtain the best coverage for the price, and will provide the Union with the opportunity to present alternatives and to assist in shopping for coverage.

Item 4 The District will provide the current benefits to the employees of this bargaining unit without an employee contribution through June 30, 2009. Effective July 1, 2009, the District is willing to pay increases in cost of the dental insurance up to the average percent increase in per pupil foundation allowance for the prior three (3) school years. If there is a higher cost, the employees will bear the difference between the amount paid by the District and that higher cost by payroll deduction. If the Union wants to prevent a payroll deduction for the difference in cost, it must reach agreement with the District by May 31, 2009, on a different plan, that can be purchased at a cost within the District's parameters.

Section D Long Term Disability Insurance

The Board shall provide a standard long term disability coverage for employees who apply and have completed their probationary period with payment of sixty (60) percent of the employee's normal gross earnings not to exceed \$1,000.00 per month after a waiting period of six (6) months. The amount of benefits will be reduced by any remuneration received during the benefit period from the employer, from Worker's Disability Compensation benefits, from Michigan School Employees Retirement Fund benefits, from the Federal Social Security Act, or other group or organization benefit payments such as the Railroad Retirement Act or Veterans' benefits.

Item 2 Duration of long term disability insurance coverage shall be as follows:

| <u>Age at Disablement</u> | <u>Duration of benefit in years</u> |
|---------------------------|-------------------------------------|
| 61 or younger | To age 65 |
| 62 | 3 1/2 years |
| 63 | 3 years |
| 64 | 2 1/2 years |
| 65 | 2 years |
| 66 | 1 3/4 years |
| 67 | 1 1/2 years |
| 68 | 1 1/4 years |
| 69 | 1 year |

Section E Optical Plan

The Board shall provide employees, who apply, a group optical plan. Should the cost of the coverage exceed \$65.00 per employee per year, the employee shall pay

the increased cost. The Board and Union shall jointly determine the specifications of such coverage.

Section F Liability Insurance

The Board shall provide protection to employees under a liability policy which will cover legal costs and judgments in case an employee is sued in a civil action for occurrences in connection with duties, subject to normal exclusions appearing in such policies. The insurance shall provide a \$1,000,000.00 coverage for a single occurrence.

Section G Vacation

Item 1 Six (6) days vacation with pay shall be granted to new full time employees hired on or before July 1, 2008 in 52 week positions with six (6) months service. Service must begin prior to January 1 of the year in which the vacation is to be taken.

Item 2 Vacation for full time employees hired on or before July 1, 2008 in 52 week positions with service from six (6) months to one (1) year shall be according to the month of employment in the year in which the vacation is to be taken. If the date of employment occurred during December, then the employee qualifies for 6 days vacation; November – 7 days; October – 8 days; September – 9 days; August – 10 days; and July – 11 days.

Item 3 Full time employees hired on or before July 1, 2010 in 52 week positions with from:

- One (1) year to four (4) years of service shall receive five (5) days vacation with pay per year.
- Five (5) to nine (9) years of service shall receive ten (10) days of vacation with pay per year.
- Ten (10) to fifteen (15) years of service shall receive fifteen (15) days of vacation with pay per year.
- Sixteen (16) or more years of service shall receive eighteen (18) days of vacation with pay per year.

Item 4 A full time employee whose normal work year before August 1, 2007 was less than 52 weeks, shall receive prorated paid vacation days according to the number of weeks in their work year. The vacation entitlement for these employees shall be taken in work weeks when students are not in school and during the work year in which the days are earned.

Item 5 Full time employees who qualify for vacation must schedule in minimum of three (3) day increments.

Item 6 Normally, full time employees in 52 week positions shall take vacation when school is not in session. A special vacation request not to exceed one (1) week may be granted by the supervisor when a qualified substitute can be secured and the employee is senior to others requesting the same date. Exceptions to the one (1) week special vacation request may be made by the supervisor when no substitute is needed and when the work load is such that an employee's absence will not work undue hardship on the District.

Item 7 Special vacation requests must be submitted to the supervisor for approval thirty (30) days prior to the requested vacation period. The employee shall be notified of approval or disapproval not less than two (2) weeks prior to the requested vacation period.

Item 8 Vacation days which are certified on June 30 of a fiscal year must be taken prior to June 30 of the next fiscal year. Vacation days for full time employees in 52 weeks positions shall not be taken prior to being earned and certified on June 30 with the following exceptions.

8.1 The period, usually two (2) weeks, between the close of the regular school program and June 30 when paid vacations are certified shall be available for use as vacation days.

Item 9 Operational employees shall have vacation days added to the vacation entitlement certified on June 30 of that fiscal year to be taken in the next fiscal year for days which the operational employees works when all schools are closed for inclement weather. The number of additional vacation days is determined according to the following schedule. In order for operational employees to qualify for these additional days, operators must work all the days schools are closed due to inclement weather.

| Days schools are closed due to inclement weather | Number of additional vacation days |
|--|------------------------------------|
| 1 | 1 |
| 2 | 1 |
| 3 | 1 |
| 4 | 2 |
| 5 | 2 |
| 6 | 2 |
| 7 | 3 |
| 8 | 3 |
| 9 | 3 |

9.1 If operational employees are absent on a day when all schools are closed due to inclement weather, the schedule of additional days shall not apply. Operational employees shall earn one (1) additional vacation day added to

the vacation entitlement certified on June 30 of the fiscal year to be taken in the next fiscal year for each three (3) days worked when all schools are closed due to inclement weather.

9.2 This article references the following classifications:

1. Custodial
2. Truck Drivers
3. Messengers
4. Grounds Keepers
5. Mechanics

Item 10 Employees shall not be reimbursed for earned vacation time which the employee does not use. Exceptions may be made by the Personnel Department if serious extenuating circumstances exist.

Item 11 Earned vacation time is not accumulative; and if earned vacation time is taken, it must be taken within the periods specified in Items 5 and 9 of this Section.

Item 12 An employee who resigns with two (2) weeks notice or is discharged shall receive vacation time prior to the resignation prorated on the basis of vacation time earned for the current year only, or may receive vacation pay on the above basis at the termination date. The Personnel Department shall determine which option shall be exercised in terms of the District's needs.

Item 13 When a paid holiday falls in an employee's paid vacation week, the paid holiday shall not be charged as a paid vacation day.

Item 14 An employee who retires and qualifies for retirement benefits under the state retirement plan shall receive vacation pay prorated on the basis of vacation time earned for the current year. The prorated vacation pay will be paid upon presentation of a Michigan Retirement Board card to the Personnel Department.

Item 15 The estate of an employee who dies while in the service of the Board shall receive vacation pay prorated on the basis of vacation time earned for the current year.

Section H Holidays

Item 1 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Good Friday, Monday after Easter, December 24, Christmas, and December 31 are holidays without loss of pay for employees hired on or before July 1, 2008, provided the two following conditions are met: (1) The employee works the full last scheduled day prior to the holiday and the first full scheduled day after the holiday; (2) The holiday falls in a regularly assigned work week. The Board reserves the right to require a physician's statement certifying the employee's illness.

Item 2 If a holiday falls on Sunday, the following Monday will be a holiday if school is not in session. (If Monday is already a holiday, then Friday immediately prior to

the holiday will be a holiday providing school is not in session.) If a holiday falls on Saturday, the day of Friday immediately prior to the holiday shall be a holiday providing school is not in session. (If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.) If an employee were to lose a holiday because school is in session, the employee shall be given a day off in lieu of the holiday on a day determined by the Board. All employees shall not receive the same day but shall be scheduled based on the District's needs.

Item 3 The holiday pay shall be a sum computed by multiplying the employee's current hourly rate of pay times the number of hours in the employee's normal work day, up to a maximum of eight hours.

Section I Pay Above Schedule-Approved Schooling Hours

Item 1 Employees shall receive additional pay for hours earned in courses approved by the appropriate Personnel Director according to the following schedule:

| | |
|-----------|--------------------------------|
| 100 hours | \$ 60.00 per year |
| 200 hours | \$120.00 per year |
| 300 hours | \$180.00 per year |
| 400 hours | \$240.00 per year (See Item 3) |
| 500 hours | \$300.00 per year (See Item 4) |
| 600 hours | \$360.00 per year (See Item 5) |

Item 2 Adjustments resulting from additional hours shall be made after certification of completion by the approved institution and shall be effective July 1 of each year.

Item 3 An employee may receive \$240 per year additional pay for 400 hours providing a minimum of 72 hours are earned in the Steam Engineering course of study offered by the District or the Stationery Engineering course of study offered by the Detroit Public Schools at the Cass Apprentice School, and providing the employee attends and successfully completes at least one course every two years approved by the appropriate Personnel Director.

Item 4 An employee may receive \$300.00 per year additional pay for 500 hours providing the 100 hours beyond 400 are earned after July 1, 1966. In addition, the employee must attend and successfully complete at least one course every two years approved by the appropriate Personnel Director. If an employee does not complete at least one approved course every two years, the hours shall revert to 400. When 500 hours are earned, the previous 400 hours become permanent.

Item 5 An employee may receive \$360.00 per year additional pay for 600 hours providing the 100 hours beyond 500 are earned after July 1, 1970. In addition, the employee must attend and successfully complete at least one course every two years approved by the appropriate Personnel Director. If an employee does not complete at least one approved course every two years for four years, the hours

shall revert to 500. When 600 hours are earned, the previous 500 hours become permanent. When 600 hours are maintained by the completion of at least two (2) refresher courses, the 600 hours become permanent.

- Item 6 For every 100 hours accrued by an employee in excess of 300 hours, three (3) days without loss of pay or vacation shall be allowed to attend one summer conference at Michigan State University. All other expenses shall be paid by the employee.

Section J Tuition Reimbursement

- Item 1 \$1,000.00 shall be provided to reimburse employees for tuition costs for courses completed during the period July 1 through June 30. The procedure outlined below shall be followed in administration of this reimbursement program.

- 1.1 Courses completed must be in an institution approved in advance by the appropriate Personnel Director and related to the employee's service to the District.
- 1.2 Employees shall submit a request for reimbursement for courses taken during each fiscal year (July 1-June 30) on forms provided with an official transcript of credits by June 30 of each year. Reimbursement shall be made during the following August to employees who are employed in the District at that time.
- 1.3 Employees shall be entitled to receive full reimbursement of tuition costs providing that the appropriation of \$1,000.00 each year is sufficient to meet all claims. In the event that the cost of the claims exceeds the appropriation, reimbursement shall be made on a pro rata basis.
- 1.4 Credits received under the tuition reimbursement plan shall be applied on the pay above schedule for approved schooling hours.

Section K Uniforms

Full-time employees who are required to wear uniforms shall be reimbursed annually by the Board at a rate of \$200.00 per employee, payable in October. It shall be the employee's responsibility for proper care and cleaning.

- Item 1 It is understood that the parties have agreed that uniforms will be required and that Human Resources and the Union will meet to discuss appropriate uniforms.
- Item 2 Employees may be required to wear safety shoes. All employees working any part of the day in the warehouse, operating mowers or snow blowing equipment, and any other employees required to wear safety shoes by MIOSHA shall be required to wear safety shoes.

- Item 3 Full time Truck Drivers and Grounds Keepers will be provided a Carhart insulated jacket and bib overalls for use at the worksite. It shall be the employee's responsibility for the proper care and cleaning of the jacket and overalls, which shall be replaced by the Board on a normal wear out basis at least every two (2) years. Carhart jackets will be available for Day Custodians to use when they are working outside. Those employees provided with Carharts will be provided individual rain gear.
- Item 4 Should name and job classification emblems or patches be purchased by the Board, they shall be required to be worn by the employee.
- Item 5 All garments (shirts, blouses, slacks, trousers, shoes, belts, socks, jackets, caps, and gloves) must be purchased in a uniform department.
- Item 6 The Board and the Union recognize that with a uniform allowance the need for neatness and uniformity of dress is necessary. Both parties shall adhere to and support the following policies for employees:
 - 6.1 All garments (shirts, blouses, slacks, trousers, shoes, belts, socks, jackets, caps, and gloves) must be of the approved type and color. Corduroy may be worn instead of the normal cotton.
 - 6.2 All employees shall wear dark (navy) blue uniforms.
 - 6.3 Slacks, trousers, jackets and caps shall match in color; shirts and blouses shall match the slacks, trousers, jackets and caps or be light blue. Through June 30, 1981, part-time bus drivers may wear slacks or trousers which do not match the remainder of the uniform provided the slacks or trousers are neat and are coordinated with the blouse or shirt. Part-time drivers shall wear dark blue uniform slacks or trousers.
 - 6.4 Shirts and blouses shall be collared. A plain t-shirt type blouse or shirt which shows may be worn under the collared blouse or shirt so long as it is light blue or dark blue and appears to match the remainder of the uniform. T-shirts may be worn in lieu of the uniform shirt or blouse while doing outside work during the summer or in the building when teacher staff, parents, pupils, and outside groups or organizations are not present.
 - 6.5 Sweaters may be worn over the collared blouse or shirt as long as the sweater is plain dark (navy) blue or light blue and appears to match the remainder of the uniform. Zipped sweatshirts may not be worn instead of jackets. If the sweatshirt does not show, it may be worn under the approved jacket.
 - 6.6 Grounds employees and auto mechanics may purchase blue overalls in lieu of blue trousers or slacks.

- 6.7 Long or short-sleeved shirts or blouses may be worn but long-sleeved shirts or blouses should not be rolled above the elbow. Shirts and blouses must be plain. Lace embroidery, stripes and other decorations are not approved.
- 6.8 Faded and threadbare uniforms should not be worn.
- 6.9 The wearing of a belt is preferred to the wearing of suspenders.
- 6.10 Sample uniforms are on display at the Service Center site and should be viewed by each employee prior to purchase of uniforms. Uniforms shall be of the same basic style and color as those on display.

Item 7 Employees, except part-time bus drivers, shall be required to wear safety shoes. All employees working any part of the day in the warehouse, operating mowers or snow blowing equipment, and any other employees required to wear safety shoes by MIOSHA shall be required to wear safety shoes.

Item 8 Full-time Auto Mechanic Journeymen, Truck Drivers, Grounds Journeymen, Auto Mechanic Helpers, Grounds Helpers, Grounds Laborers and Auto Mechanic Laborers shall be provided a Carhart insulated jacket and bib overalls for use at the worksite. It shall be the employee's responsibility for the proper care and cleaning of the jacket and overalls, which shall be replaced by the Board on a normal wear out basis at least every two (2) years. Those employees provided with Carharts will be provided individual rain gear.

Item 9 Should name and job classification emblems or patches be purchased by the Board, they shall be required to be worn by the employee.

Section L Attendance Incentive

Operations employees hired on or before July 1, 2007 who have perfect attendance from January 1 through December 31 shall receive an attendance incentive on the last pay ending in December. The incentive shall be \$150.00 for perfect attendance; \$100.00 for not more than one (1) absence, \$75.00 for not more than two (2) absences, or \$50.00 for not more than three (3) absences. An absence for purposes of this Section is defined as a partially or fully missed A.M. or P.M. run. No more than one (1) absence may be charged per day. *See Letter of Agreement #4.

Section M Shifts and Pay Differential

Item 1 Any shift beginning at 12:00 p.m. through 5:00 p.m. inclusive shall be classified as the second shift. Any shift beginning at 5:01 p.m. or after shall be classified as the third shift.

- Item 2 Employees hired on or before July 1, 2008 working the second shift shall receive a shift differential of eighteen (18) cents per hour.
- Item 3 Employees hired on or before July 1, 2008 working the third shift shall receive a shift differential of twenty-four cents (24) per hour.
- Item 4 Employees hired on or before July 1, 2008 working as relief custodians shall receive a differential of five cents per hour.

Section N Overtime Pay

- Item 1 Time and one-half of the employee's regular rate of pay shall be paid for work under any of the following conditions:
 - 1.1 Work performed by full time employees in excess of eight (8) hours in any work day.
 - 1.2 Work performed by full time employees in excess of forty (40) hours in any work week.
 - 1.2.1 A full time employee shall not be affected by the provision of Item 1.2 of this Section when the forty (40) hours in a work week are affected by the use of paid vacation days or accumulated sick leave entitlement.
- Item 2 Overtime work shall be distributed pursuant to Section 2.1 below to all full time employees, working within the same job classification in the same building who have completed their probationary period. An updated record of the overtime hours charged to each employee shall be posted on the department bulletin board on a biweekly basis.
 - 2.1 Pursuant to seniority on each occasion, the opportunity to work overtime shall be offered to the full time employee within the job classification who has the least number of overtime hours to the employee's credit at that time. If this employee does not accept the assignment, the employee will be charged for the overtime hours involved and the employee with the next higher number of overtime hours to the employee's credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.
 - 2.1.1. Custodial employees assigned to split assignments (working in two buildings) shall be offered overtime in the buildings in which they work as defined in Item 2 and 2.1 above.
 - 2.2 Time and one-half and double time hours shall be computed to straight time hours in order to determine the position on the rotation list.

- Item 3 An employee not scheduled for regular work hours who is called to work on a Sunday shall receive 200 percent of the regular hourly rate.
- Item 4 An employee called to work on a holiday shall be paid in addition to holiday pay, a sum computed by multiplying the number of hours worked on the paid holiday by 200 percent of the employee's current hourly rate of pay.
- Item 5 Work performed before or after any scheduled eight (8) hours work shift shall be paid for at the overtime rate.
- Item 7 Overtime shall not be pyramided. An hour paid at an overtime rate for any reason shall not be counted to compute overtime for any other reason.
- Item 7 An employee called to work for any overtime activity shall be paid a minimum of two (2) hours at the overtime rate.
- Item 8 A foreman shall receive overtime to engage in work activities routinely performed by an employee under the foreman's supervision only when at least one (1) such employee is assigned an equal amount of time.

Section O Higher Classification Rate

An employee designated to work in a higher classification shall receive the base rate of the higher classification.

Section P Retirement Pay

An employee who retires and who is certified by the State Retirement Board to begin receiving payments under one of the State retirement plans, shall receive pay at the employee's current rate at the time of retirement for the first ten (10) sick leave days the employee has accumulated, and one-half (1/2) of the next forty (40) sick leave days the employee has accumulated, the amount not to exceed thirty (30) days. Presentation to the Personnel Department of the retirement card indicating the retirement number issued by the Retirement Board to the retiree shall be sufficient to receive payment.

ARTICLE XII – WAGE SCHEDULE

Item 1 The following wage schedule is in effect from July 1, 2010 through June 30, 2013:

| Classification | Truck list Messenger Warehouse Clerk/Driver | Truck 2nd | Custodian 1st | Custodian 2nd | Custodian 3rd | Custodian Relief |
|------------------|--|-----------|------------------|------------------|------------------|---------------------|
| Step 1 | 13.59 | 13.81 | 12.94 | 13.18 | 13.25 | 13.23 |
| Step 2 | 14.00 | 14.21 | 13.35 | 13.61 | 13.67 | 13.66 |
| Step 3 | 14.35 | 14.56 | 13.69 | 13.96 | 14.02 | 14.01 |
| Step 4 | 14.64 | 14.90 | 14.13 | 14.38 | 14.46 | 14.44 |
| Step 5 (7/1/06) | 14.90 | 15.11 | 14.34 | 14.55 | 14.62 | 14.61 |
| Step 10 (7/1/01) | 14.99 | 15.23 | 14.43 | 14.63 | 14.73 | 14.69 |
| Step 15 (7/1/96) | 15.06 | 15.32 | 14.48 | 14.69 | 14.81 | 14.74 |
| Step 20 (7/1/91) | 15.22 | 15.44 | 14.60 | 14.85 | 14.92 | 14.91 |
| Step 25 (7/1/86) | 15.39 | 15.64 | 14.76 | 14.98 | 15.05 | 15.04 |
| Step 30 (7/1/81) | 15.48 | 15.76 | 14.86 | 15.06 | 15.16 | 15.12 |

| Classification | Grounds III | Grounds II | Grounds I | Equipment Repair | Lead Mechanic | Grounds IV | Mechanic 7+0.15 |
|---------------------|----------------|---------------|--------------|---------------------|------------------|---------------|--------------------|
| Step 1 | 14.99 | 14.33 | 11.82 | 15.31 | 15.55 | 15.78 | 14.88 |
| Step 2 | 15.82 | 15.29 | 12.59 | 16.14 | 16.42 | 16.70 | 16.00 |
| Step 3 | 17.06 | 16.12 | 12.74 | 17.42 | 17.71 | 18.01 | 17.23 |
| Step 5 (7/1/06) | 17.21 | 16.35 | 12.85 | 17.57 | 17.88 | 18.18 | 17.40 |
| Step 10 (7/1/01) | 17.34 | 16.41 | 12.96 | 17.68 | 17.99 | 18.29 | 17.51 |
| Step 15 (7/1/96) | 17.48 | 16.61 | 13.04 | 17.85 | 18.16 | 18.47 | 17.67 |
| Step 20 (7/1/91) | 17.58 | 16.71 | 13.14 | 17.94 | 18.26 | 18.57 | 17.77 |
| Step 25 (7/1/86) | 17.71 | 16.83 | 13.23 | 18.09 | 18.39 | 18.70 | 17.90 |
| Step 30 (7/1/81) | 17.83 | 16.96 | 13.33 | 18.18 | 18.50 | 18.82 | 18.02 |

For longevity steps 5 through 30, an employee must have been hired before the date given to be eligible.

Item 2 Apprentices shall be paid according to the following scales.

2.1 Four Year Apprenticeship Program

| <u>Time Period</u> | | <u>Wage</u> | | | | | |
|----------------------------------|----|---|---------|---|---|---|---|
| On employment at end of 6 months | | 75% of journeyman maximum rate (end of 12 months) | | | | | |
| | | 77-1/2% | " | " | " | " | " |
| " | 12 | " | 80% | " | " | " | " |
| " | 18 | " | 82-1/2% | " | " | " | " |
| " | 24 | " | 85% | " | " | " | " |
| " | 30 | " | 87-1/2% | " | " | " | " |
| " | 36 | " | 90% | " | " | " | " |
| " | 42 | " | 92-1/2% | " | " | " | " |
| " | 48 | " | 95% | " | " | " | " |

2.2 Three Year Apprenticeship Program

| <u>Time Period</u> | | <u>Wage</u> | | | | | |
|----------------------------------|----|---|---------|---|---|---|---|
| On employment at end of 6 months | | 75% of journeyman maximum rate (end of 12 months) | | | | | |
| | | 78% | " | " | " | " | " |
| " | 12 | " | 81% | " | " | " | " |
| " | 18 | " | 85-1/2% | " | " | " | " |
| " | 24 | " | 88% | " | " | " | " |
| " | 30 | " | 91% | " | " | " | " |
| " | 36 | " | 95% | " | " | " | " |

Item 3 Helpers or operational personnel who become apprentices and who previously received additional pay for credits earned in courses taken from institutions approved by the appropriate Personnel Director may transfer those courses applicable to their trade to the related instruction requirements setup herein. However, such apprentices shall not qualify for additional pay for non-related course work.

Item 4 The progress on related instruction of the employee serving an apprenticeship shall be evaluated on each anniversary of the apprenticeship by the foreman and reviewed by the Joint Apprenticeship Committee. If satisfactory progress has been made in both schooling and work experience, the employee shall be reimbursed one-half (1/2) of the expenses for tuition for the previous year.

ARTICLE XIII – DURATION OF THE AGREEMENT

Item 1 This Agreement incorporates the entire understanding of the Union and the Board in respect to wages, hours of employment, or other conditions of employment which have been the subject of negotiation. During the term of this Agreement, neither party shall be required to change any matter of this Agreement.

Item 2 This Agreement shall continue in full force and effect through June 30, 2013.

2.1 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination.

2.2 If either party desires to modify this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment(s) desired.

2.3 This agreement shall cover the period of July 1, 2010, through June 30, 2013.

2.4 Notice of termination or modification shall be sufficient if sent by certified mail.

Item 3 This Agreement shall become effective July 1, 2010.

BOARD OF EDUCATION

Date _____

By _____
President

By _____
Secretary

LOCAL 719, AFSCME (AFL-CIO)

Date _____

By _____
President

By _____
Vice President

By _____
A.F.S.C.M.E., Staff Representative

LETTER OF AGREEMENT #1

If AFSCME Local 719 (Operations Employees) ratifies the June 14, 2010 Board Settlement Proposal by July 1, 2010, the District will pay a one-time stipend of \$500.00/employee by July 30, 2010.

For the Union _____

A.F.S.C.M.E. Staff Representative _____

For the Board _____

Date ____/____/____

LETTER OF AGREEMENT #2

NEW HIRE RATES AND BENEFITS

**THESE RATES AND BENEFIT DELAYS/REDUCTIONS
ONLY APPLY TO EMPLOYEES HIRED AFTER JULY 1, 2008**

1. LIFE INSURANCE

Eligibility for \$15,000 Life Insurance benefit at beginning of school year after one (1) year of employment.

2. HEALTH INSURANCE

For employees working sufficient hours to be eligible for Health Insurance: Eligibility for single coverage under Health and Dental Insurance plan, at 15% employee contribution at beginning of school year after one (1) year of employment. The new hire contribution will be higher than 15% and will be equal to the amount contributed by the employees hired on or before July 1, 2008 if they are making a higher contribution.

3. PAID TIME OFF

- A. No development days, sick days or personal days for the life of this Agreement.
- B. Eligibility for paid holidays for Good Friday, Thanksgiving Day and Friday after Thanksgiving at the beginning of the school year after one (1) year of employment, as long as those days are holidays for the PSD.
- C. Eligibility for five (5) days of vacation after one (1) year of employment.

4. LONG TERM DISABILITY

Eligibility for LTD benefit at the beginning of the school year after one (1) year of employment.

5. ATTENDANCE INCENTIVE

No eligibility for Attendance Incentive for the term of this Agreement.

6. SHIFT PREMIUM

No eligibility for Shift Premium for the term of this Agreement.

7. NEW HIRE RATES

Hiring Rate -- \$1 per hour below lowest classification rate as of 8/1/07. Rate after 1 Year -- Lowest classification rate as of 8/1/07.

Employees hired after July 1, 2008 remain at the lowest classification rate for the life of this Agreement without any step increases. This rate will increase by 3% on July 1, 2009 and 4% on June 30, 2010.

School District of the City of Pontiac

Attendance / Tardiness Control Policy

1.0 Objective

The purpose of this policy is to increase efficiency and productivity while decreasing personnel costs.

2.0 Policy

2.1 Regular attendance is a condition of employment. Violation of this attendance policy shall result in progressive disciplinary action.

3.0 Definitions

- 3.1 **Absence/ Occurrence**: Failure to report to work as scheduled for one (1) or more consecutive workdays. An occurrence of absence will also result when an employee is unable to complete his or her scheduled shift. Occurrences of absence include sick time, and other paid unscheduled time off.
- 3.2 **Excused Absence Occurrence**: A date or dates of occurrence that have been scheduled in advance and have received prior approval. Excused absences (when approved) shall be granted with pay and will not be considered an occurrence of absence.
- 3.3 **Serious Health Condition**: An illness, injury, impairment or physical or mental condition requiring either inpatient care or continuous treatment by a health care provider. Short term health conditions for which treatment and recovery are brief are not considered a serious health condition (e.g., illness that last a few days, and has a brief recovery period, as well as illness that does not require inpatient care or continuous/ ongoing treatment.)
- 3.4 **Tardiness Occurrence**: Employees must be in their assigned area, ready to start work, at their assigned time. Failure to be present for work at the assigned time will be considered an incident of tardiness.
- 3.5 **No call/ No show Occurrence**: An employee who has not reported to work as scheduled and has not informed the department of his/her absence within two hours of their assigned start time.

- 3.6 **Late Call:** Calling in to report an absence or tardiness after the required time limit.
- 3.7 **Mid shift Absence:** any absence where the employee leaves and does not return to the work site during a scheduled work shift.

4.0 **Administration**

- 4.1 It is a condition of employment that employees maintain acceptable attendance records. Employees are required to work the hours scheduled for their position.
- 4.2 Violation of any provisions of this program will be used to determine the presence of a Disciplinary Action Occurrence.
- 4.3 The following time off will not be considered occurrence of absence for the purpose of determining Disciplinary Action Occurrence, provided notification requirement is met and pre-approval has been obtained.
- a. Vacation
 - b. Holidays
 - c. Personal Leave Time
 - d. Bereavement Time
 - e. Jury Duty
 - f. Military Time Off
 - g. Educational LOA
 - h. Work Related Disabilities
 - i. Lack of Work Time
 - j. Excused Absences
 - k. Approved severe weather periods
 - l. Any absence that is both satisfactorily documented and covered under the "Family and Medical Leave Act of 1993."

5.0 **Absence Notification**

- 5.1 Request for excused absences must be submitted in writing at least seventy-two (72) hours in advanced.
- 5.2 Employees are required to notify the Building Administrator/ Department Director or designee of all unplanned absence/ tardy a minimum of two (2) hours before the scheduled start time of their shift.

6.0 **Reporting to Work Following Absence**

- 6.1 Medical documentation is required for an absence (due to sickness) after three (3) consecutive workdays or seven (7) calendar days of absence. This documentation will be provided to the Human Resources Department.
- 6.2 The Executive Director of Personnel or designee, at their discretion, may require medical documentation at a shorter interval of days if deemed appropriate. Further, the Human resources Department may require medical clearance by the District's Medical Representative prior to the return of work in cases where the District suspects abuse if the Attendance Policy.

7.0 **Disciplinary Action Occurrences**

Disciplinary Action of Occurrence for work absence will occur as follows:

7.1 **Occurrence of Absence:**

- a. Four (4) occurrences of absence in any three (3) month period or six (6) occurrences of absence in any six month period will be considered a Disciplinary Action Final Occurrence.
- b. Except as noted, each workday missed will be considered a separate occurrence of absences. Medical excuses will not result in an occurrence. Suspicions of fraudulent medical excuses are subject to investigation.

Example:

- One (1) work day missed due to a non-serious health condition = one occurrence of absence.
 - Ten (10) consecutive workdays missed due to a serious health condition = one occurrence of absence.
 - Two (2) non- consecutive workdays missed due to a non serious health condition = two occurrences of absence.
- c. Employees will also be subject to the Progressive Disciplinary Policy for pattern absence. Example: Absences that are consistently in conjunction with scheduled days off, holidays, weekends, paydays, and so forth.
 - d. If employee request a specific time off which has not been granted and the employee fails to report to work, disciplinary action may occur.

7.2 **Occurrences of Tardiness:** A Disciplinary Action Final Occurrence will occur following four (4) occurrences of tardiness in a one (1) month period, or six (6) occurrences in a two (2) month period.

7.3 **Occurrences of No Call / No Show:**

- a. An employee who incurs three (3) consecutive occurrences of No call/ No Show will be subject to termination.
- b. A No Call/ No Show occurrence will be a disciplinary action occurrence. Each occurrence of no call/ no show will be a separate disciplinary action occurrence.
- c. The Department Director or designee will determine whether or not to permit an employee to report to work when there has been a late call in.
- d. Employees will be considered no call/ no show if they have not called in within two (2) hours of their shift start time.

7.4 **Occurrence of Mid Shift Absence:**

- a. Except in the case of a work related disability, an unauthorized mid shift absence without permission, will be considered a disciplinary action occurrence. It is the employee's responsibility to provide satisfactory proof the appropriate building administrator that an absence was due to work related responsibility.
- b. Returning to the work site more than fifteen (15) minutes late, without permission, following an approved mid shift absence will be treated as a Disciplinary Action Occurrence.
- c. Returning to the work site more than fifteen (15) minutes late following an approved mid shift absence will be treated as a tardiness occurrence.
- d. Returning to the work site more than fifteen (15) minutes late, with prior approval, following an approved mid shift absence will not be considered an occurrence of absence or tardiness.
- e. In buildings with time clocks, failure to punch- in or out when leaving the building during as approved mid-shift absence will be treated as an occurrence of tardiness.

8.0 Disciplinary Action: Infractions of any provisions of this program will be subject to disciplinary action up to and including discharge.

- a. No Verbal or Written Warning shall have affect after four (4) months from the date of the act complained of, if no additional violations occur during the period specified (that is, four (4) months).
- b. No suspension shall have any affect after one (1) year from the date of the act complained of, if no additional violations occur during the period specified (that is, one (1) year).
- c. The employee's cumulative disciplinary record will be considered when determining the appropriate level of disciplinary action.

9.0 Administrative Responsibility

- a. The Building Administrator / Department Director/ District Designee has operation day-to-day responsibility for administering this procedure.

**Disciplinary Action
Disciplinary Occurrences**

| Classification | First Offense | Second Offense | Third Offense | Fourth Offense | Fifth Offense |
|-----------------------|----------------------|-----------------------|--|--|----------------------|
| Absenteeism | Oral Warning | Written Warning | Suspension of 1-3 Days No Overtime Work Permitted | Suspension of 3-5 Days No Overtime Work Permitted | Termination |
| Tardiness | Oral Warning | Written Warning | Suspension of 1-3 Days No Overtime Work Permitted | Suspension of 3-5 Days No Overtime Work Permitted | Termination |