

AGREEMENT  
PORT HURON AREA SCHOOL  
DISTRICT  
AND  
TEAMSTERS LOCAL 214

JULY 1, 2010 THROUGH JUNE 30, 2012

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## **AGREEMENT**

This Agreement is entered into as of this first day of July, 2010, between PORT HURON AREA SCHOOL DISTRICT, hereinafter referred to as the "District" and LOCAL NO. 214, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union".

### **ARTICLE I**

#### **RECOGNITION**

The District recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining (and, accordingly, will make no agreements with any individuals or other unions) with respect to rates of pay, wages, hours of employment and other conditions of employment for the entire term of this Agreement for all custodial and maintenance employees, including truck drivers and mechanics in the Port Huron Area School District as certified by Michigan Employment Relations Commission on May 7, 1973.

### **ARTICLE II**

#### **UNION SECURITY**

- A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- B. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not solely for members of the Union.
- C. In accordance with the policy set forth above, all present employees in the bargaining unit who are not members of the Union on the effective date of this Agreement are not required to become members or pay Union dues as a condition of continued employment. All present regular employees who are members of the Union, or who are by virtue of Union membership or otherwise individually and voluntarily committed to the payment of Union dues on the effective date of this Agreement, shall continue to be obligated to make payment of Union dues as a condition of continued employment. All future regular employees hired after the execution of this Agreement by the District shall become obligated to pay dues and shall pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues, but excluding initiation fees and other assessments. For such present employees, the obligation with respect to such payments shall start thirty-one (31) days following date of hire.
- D. Any dispute arising as to the employee's obligations to the Union under the foregoing subsections may be presented as a grievance at Step 2 of the grievance procedure.

- E. The Union will indemnify, defend, and hold the District harmless against any claim made against any suit instituted against the District on account of any dispute concerning an employee's employment status by reason of any failure or refusal on the part of the employee to make any such payment.

### **ARTICLE III**

#### **DEDUCTIONS FOR DUES OBLIGATION**

- A. During the life of the Agreement, the District agrees to deduct payments required to be made pursuant to the foregoing section entitled "Union Security" (hereinafter called "dues") from the pay of each employee who, individually and voluntarily, executes or has executed a proper authorization form. Such authorization and direction for dues shall become effective upon delivery to the District, and shall be irrevocable for a period of one (1) year, or until the termination of the Agreement between the District and the Union, whichever occurs sooner and shall be automatically renewed and become irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable agreement between the District and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable agreement between the District and the Union, whichever occurs sooner.
- B. Deductions shall be made only in accordance with the provisions of this section.
- C. A properly executed copy of an assignment of dues form for each employee for whom dues are to be deducted hereunder shall be delivered to the District before any payroll deductions are made. Deductions shall be made hereafter only under such assignment of dues forms, which have been properly executed and are in effect. Any such forms which are incomplete or in error will be returned to the Union by the District.
- D. On or before the fifteenth (15th) day of each month, the Union shall deliver to the District any executed authorization forms under which dues are to be deducted beginning with the following calendar month. After receipt of such authorization form, the dues for each succeeding calendar month shall be deducted twice monthly from the payroll.
- E. In the case of employees rehired or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed assignment of dues form; deductions will be made for dues as provided herein.
- F. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of a legal assignment or the Union Constitution and Bylaws, refunds to the employee will be made by the Union.
- G. Dues deduction shall be remitted to the Financial Secretary of the Union once each month within fifteen (15) days after the first regular payday in the month. The District shall furnish the Financial Secretary of the Union, monthly, with a list of those for whom deductions have been made.
- H. Any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quitting, discharge, layoff or sick leave of

absence shall cease to be subject to check deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was thus broken.

- I. Any dispute which may arise as to whether or not an employee properly executed or properly revoked an assignment of dues form may be made a grievance at Step 2. Until the matter is disposed of, no further deductions shall be made.
- J. The District shall not be liable to the Union by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

## **ARTICLE IV**

### **UNION REPRESENTATIVES AND ACTIVITIES**

#### **A. Representatives**

- 1. The District recognizes the right of the Union to designate a Chief Steward, four (4) individual stewards and an alternate. Such representatives must be employees who meet the requirements of the Union and who have been employed by the District for at least two years. The authority of the Chief Steward and Division Stewards shall be limited to, and shall not exceed, the provisions outlined in this section. There shall be only one Chief Steward at all times.
- 2. The Union agrees that it will notify the District within forty-eight (48) hours of the names of newly elected Chief Stewards and Division Stewards during the term of this Agreement. Such Chief Stewards and Division Stewards shall not be entitled to exercise their respective functions as herein described until the District has been so notified.
- 3. For purposes of representation there will be four divisions in the District, each of which will be represented by either the Chief Steward or Division Steward. The divisions referred to presently comprise the following, it being understood that in the event that buildings or locations are added, reduced or changed, the Union shall be entitled to adjust or shift buildings or locations from one division to another upon notice to the Division for Human Resources:

|  |   |
|--|---|
| <p><b><u>Division A</u></b><br/> Kimball<br/> Transportation<br/> Operational Services<br/> Harrison Center<br/> Administration Building</p> | <p><b><u>Division B</u></b><br/> Cleveland<br/> Woodrow Wilson<br/> Roosevelt<br/> Port Huron High<br/> Holland Woods</p>         |
| <p><b><u>Division C</u></b><br/> Crull<br/> Michigamme<br/> Garfield<br/> Indian Woods<br/> Central</p>                                      | <p><b><u>Division D</u></b><br/> Keewahdin<br/> Lakeport<br/> Fort Gratiot<br/> Thomas Edison<br/> =<br/> Port Huron Northern</p> |

B. Activities

1. The duties and activities of the Chief Steward and Division Stewards shall be:
  - a. To investigate and present grievances in accordance with the provisions of this Agreement.
  - b. To serve as a collective bargaining committee.
  - c. To transmit such messages and information, which shall originate with, and are authorized by, the Union or its officers, provided such messages and information:
    - (1) have been reduced to writing, or
    - (2) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods or any other interference with the functioning of the school system.
  
2. The District will provide bulletin boards, which may be used by the Union for posting notices approved by the District and limited to:
  - a. Notices of Union meetings
  - b. Notices of Union elections
  - c. Notices of Union appointments and results of Union elections
  - d. Notices of Union recreational and social affairs
  - e. Notices of vacancies within this bargaining unit

The location of such bulletin boards shall be in the custodian rooms. As the representatives of all employees in the bargaining unit, the Union is hereby accorded the right to use the inter-school delivery system to make distribution of the foregoing notices. There shall be no posting of any other kind of literature or material on school property other than as herein provided, nor any distribution or transmission of any literature or material, other than the notices herein authorized, during the hours when those distributing or transmitting such literature or material or those receiving same are on school paid time.

3. Whenever it is necessary for any Chief Steward or Division Steward to leave his/her

work to handle a grievance or disciplinary matter, she/he shall be entitled to three hours of the necessary time required with the approval of the authorized designee of the District for grievance meetings at Step 2., provided that she/he has the permission of his/her immediate supervisor, or the Buildings and Grounds Department in the absence of the immediate supervisor, and that there will be no disruption of, or interference with, school work. He/she shall report to his/her immediate supervisor when leaving work and he/she shall also report to said supervisor the time of returning to work, unless his/her supervisor is not then on duty, in which event the form will be presented at the earliest opportunity. Should such representative find it necessary, in doing grievance work, to enter a school or building other than that in which he/she is working, he/she shall also report to the supervisor on entering or leaving that school or building, unless no supervisor is then on duty. The Chief Steward or Division Stewards shall perform their regularly assigned work at all times, except when absent from work in accordance with the foregoing procedure.

4. Authorized representatives of the Union shall be permitted, upon obtaining the approval of the Facilities Director to visit schools or buildings in the District during working hours to talk with the Chief Steward and/or Division Stewards and/or representatives of the District concerning matters covered by this Agreement, it being understood that there will be no interference with the work.
5. This section of the Agreement is concerned with the proper functioning of Union representatives. Except as specifically provided herein, no employees shall make any use of working hours for any Union activities, which would interfere with the efficient performance of work.

## **ARTICLE V**

### **SENIORITY**

#### **A. Seniority Lists**

1. The District will provide a Master Seniority List to the Union by January 15, on which will be listed in order, the names of all employees covered by this Agreement, prepared in accordance with the provisions hereof.
2. At reasonable times, Union representatives will be entitled to request a duplicate copy of the Master Seniority List for the Union's information and files.
3. The District agrees that only the names of the employees covered by this Agreement shall be placed on the seniority list.
4. The District will furnish the bargaining committee with a Master Overtime List, by seniority, by September 1, annually.
5. Any employee desiring to protest the correctness of his/her position on the seniority list shall file his/her protest in writing with the Division for Human Resources. For purposes of this Agreement, such list shall be deemed to be correct for any period to the date of filing such protest. If said protest is not satisfactorily adjusted, it may be presented as a grievance under the grievance procedure.



B. Seniority Date

Seniority for employees who have not served their probationary period shall start from the last date of hiring, which shall be the day, month and year upon which the employee began his/her last continuous period of full time service, it being understood that seniority credit shall also be given for any continuous period of such service which commenced with a facility or school district which is now a part of the Port Huron Area School District. Upon completion of their probationary period, new employees, and any other employees now serving a probationary period, shall be placed on the Master Seniority List as of the original dates and time of hiring.

C. Promotion Outside of the Unit

An employee, in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted outside the bargaining unit, is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one held at the time of his/her promotion, and he/she shall maintain the seniority rank held at the time of promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

D. New and Probationary Employees

1. Each new bargaining unit member shall serve a probationary period of not less than one year, during which there shall be no responsibility on the part of the District for their continued employment or re-employment. The first calendar year of duty days of said employment shall comprise the probationary period of 365 calendar days. During such probationary period, the employee shall be paid at the minimum rate for his/her classification. During the probationary period, the employee will be given sick leave and accrued vacation rights. The supervising administrator will evaluate the probationary employee at the end of forty-five (45) and ninety (90) duty days of concurrent service on Form PH75 Evaluation Form. The employee will be given one (1) copy and the other copy will become a part of his/her permanent record.
2. Pay for all probationary employees increased to the rate per classification (Article XIII) upon completion of probation. Probationary employees will be eligible for insurance benefits effective the 181st calendar day of employment.

3. For special assignments only, the district may employ non-classified personnel for part or full time work. These individuals may work up to twenty-six (26) weeks in special assignments; however, an additional twenty-six (26) weeks may be granted. These individuals will not receive sick leave benefits or vacation pay. These employees are intended to be temporary personnel only, and shall not be used for the purpose of laying off any regular employee, or on weekends, so as to deprive regular employees of overtime.
4. The Union Steward will receive all notices of new hires. After approval of probationary employees, the Union Steward will receive that notification.

E. Loss of Seniority

Seniority will be lost for the following reasons:

1. An employee must give at least a ten (10) working day notice of termination, in writing, to the Division for Human Resources. Resignation of shorter notice, unless a documented emergency, shall automatically forfeit any and all benefits.
2. If the employee is discharged for justifiable cause.
3. If the employee fails to report for work for twenty-four (24) hours or more without notifying the Operations Office or his/her Building Principal not later than the start of his/her shift on the second day, unless an adequate reason is given for such absence for failing to give such notice.
4. If the employee fails to return to work within five (5) days after being notified to report for work by registered mail or telegram to the last address given to the District and does not give satisfactory reasons.
5. If the elapsed time of layoff period exceeds twenty-four (24) months or if the elapsed time of absence from work, because of illness for physical and/or mental disability, exceeds twenty-four (24) months.
6. Employees on Worker's Compensation shall retain all seniority rights.

F. Preferential Seniority

The Chief Union Steward shall have preferential seniority for purposes of layoff and recall. Accordingly, notwithstanding his/her position on the seniority list, the Chief Union Steward shall, in the event of a layoff, continue to work so long as there is a job in the District, which he/she is able to perform.

## ARTICLE VI

### TRANSFERS, BIDS AND PROMOTIONS

- A. All vacancies will be advertised within ten (10) working days of the position being vacated or the Union Steward will be notified as to the status of the position (Note: See Article VII, A.4)

**Definition:** A vacancy is defined as any required position in which the holder has resigned, retired, been dismissed, been permanently reassigned, or is a newly created position. (Coordinates with Article VI, Section C. Paragraph 10)

- B. All vacancies will be advertised within the school system through written notice posted in each building for a period of five (5) working days. The District shall make every effort to reach a conclusion within fifteen (15) working days after the last date of posting. All applicants who have submitted bids will be notified of the disposition of their application within the appropriate time line.
- C. Positions for transfers will be handled according to the following procedure:
1. The District shall, in November and May, offer to conduct qualification examinations for each promotional level as defined in the salary schedule attached. If an employee misses the above test because of an approved leave or other excused absence, the employee may make up the test within five (5) days after returning to work.
  2. When a position is vacant, it will be placed up for bid under the provisions of A and B above.
    - a. If an individual, applying for a promotional position, has not been marked unsatisfactory in the overall category on their last evaluation and is qualified for the position, they may submit a written bid to the Division for Human Resources within the time limits using Form #PH8 "Application for Transfer (non-certified)".
    - b. All other individuals who are applying for transfers may submit a written bid to the Human Resources Office within the time limits.
    - c. Promotion is defined as a move to a higher paying position.
  3. Senior candidates:
    - a. The most senior candidates for the new promotional position, based on Paragraph 2a above will be placed in the position for a thirty (30) working day evaluation period beginning the first day he/she assumes the new position. Pay for the new promotional position will commence retroactive after completing the thirty (30) working day evaluation period and be retroactive to the first day worked in the new position.
    - b. The most senior candidate for all other transfers will be placed in the position for a thirty (30) working day probationary period beginning the first day he/she assumes the new position.
  4. If any employee, after being placed in a new classification, decides he/she does not

want to work in that classification, he/she shall request in writing, within ten (10) working days, to his/her immediate supervisor, to be returned to his/her former job classification and section.

5. Requested transfers by members of the Bargaining Unit during June 15 through August 30 to a new classification shall begin their evaluation period when their immediate supervisor reports back to work.
6. The position, from which he/she leaves will be filled on an interim basis, based on Paragraph 10 below, until the decision is reached concerning his/her continued performance in a new position. At that time, the interim position will become permanent.
7. The person in an interim position shall have the right to his/her old position should the person in the new position come back to his/her former position.
8. Promotional positions:
  - a. Employees who elect to return to former positions based on Paragraph 4, above, or are unable to hold a promotional position after two (2) attempts will not be eligible for another promotion for a period of twelve (12) months from the last action taken.
  - b. Employees who work beyond the ten (10) working days outlined in Paragraph 4, above, and are unable to hold the promotional position will be placed in any open position, at the pay rate for the open position until their seniority will allow them a new position.

**Definition:** Classification - defined by pay scale in Article XIII  
Position- defined as site location of classification.

9. Whenever employees are transferred within the same classification, by their choice, those employees shall relinquish the right to another transfer for a period of ninety (90) calendar days.
10. Interim vacancies expected to last over sixty (60) working days will be handled in accordance with A and B above, provided that promotional opportunities are involved. Interim vacancies expected to last under sixty (60) working days will be handled administratively.
11. After forty (40) consecutive hours in a higher classification, the employee will receive the higher pay each time he/she serves in the higher classification, for the remainder of that school year. The employee must work a full day each time to receive higher classification pay in the higher classification. (Coordinates with Article XV, E. 2)

## ARTICLE VII

### LAYOFF, RECALL AND BUMPING

#### A. Layoff and Recall

1. Layoffs and recall will be based on the system of District seniority. The least senior employee will be the first laid off; the senior employee will be the first recalled. The District maintains the right to readjust the remaining staff during a layoff to fit existing needs.
2. Notification to the Union regarding such proposed reduction shall be made prior to public notice and prior to the reduction action. Affected employees shall be notified in writing of the layoff. Employees who are laid off will be placed on a list of layoffs by seniority.
3. In cases where employees on layoff have the same length of service in the District, the date on the job application from which they were hired shall determine the position on the list. In the case of a tie, the Chief Union Steward and the Executive Director for Human Resources will make a selection by lot to break the tie. This will be done prior to the Seniority List being published.
4. Any position, which becomes vacant, or is created after reduction has occurred, shall be posted in accordance with provisions of this Agreement.
5. Retiree Substitute Preference Plan - Employees that notify the District by June 11, 2010, of their intent to retire by June 30, 2010, shall be given priority substituting within the District through June 30, 2012. After retirees, any other employee who is not recalled shall have priority substituting within the District over other substitutes who are not included in the unit.

#### B. Bumping (Eliminated or Change in Existing Position)

1. The employee wishing to bump will use his/her total District seniority to bump laterally or downward the least senior employee in the classifications. For purposes of bumping only, Head Custodian-HS and Custodian 1 will be considered the same classification.

(Qualification exams may be waived by the District for Head High School Custodian only).

- a. Displaced employees will have a choice of one additional low seniority position with his/her classification or lower, i.e., one man displaced, choice of two lowest seniority positions; four displaced employees, choice of five lowest seniority positions within the classification.
  - b. When an employee bids after bumping he/she forfeits the first claim right in 3. a below.
2. Upon ratification of the contract, employees no longer have the option of accepting the position as provided by the district in lieu of using his/her bumping right.
    - a. Employees who chose to be "red circled" prior to ratification of the contract will

remain at his/her present rate of pay until all others in that position equal his/her rate of pay. When a "red circled" employee bids or bumps into a different position, his/her "red circled" status expires and he/she forfeits the first right claim in B.3.a, below.

- b. If the employee does not exercise seniority rights within five (5) workdays, then the District's continued obligation shall terminate.

3. Positions (reestablished)

- a. If positions are reestablished, those employees who were initially relocated through bumping or red circling will have first rights to their old positions.
- b. The employee will indicate his/her choice to return to his/her old position, or to remain in his/her present assignment. This will be done in writing within five (5) workdays of his/her being offered their old position. The District will offer the employee's previous position to the employee within five (5) workdays of its availability.

C. Time Limits

Employees affected by a reduction in staff shall be recalled in inverse order of layoff. The duration of the list shall be for a twenty-four (24) month period. After twenty-four (24) months, the District shall not have any obligation to recall the laid off employees. The most senior person shall be recalled to the first opening for which he/she is qualified. Recalls shall be by written certified notice, return receipt requested, to the employee's last known address on file with the District, and shall require that the employee report his/her intention to return to work within five (5) work days, after the date of delivery, and that he/she shall report to work within ten (10) work days after the date of delivery. Failure to notify his/her intentions to return or to report shall eliminate any obligation or responsibility to the employee by the District.

**ARTICLE VIII**

**MILITARY SERVICE**

An employee inducted in the Military, Naval, Marine, Air Service, or National Guard Service, under the provisions of any Federal Selective Training Statutes and amendments thereof, or any similar Act in the time of National emergency, shall be entitled to all of the rights specified under Michigan Statutory Laws dealing with the rights of public employees who enter the Armed Services found in MSA Selection, Rights of Public Employees 4.1486 and MSA Section 4.1487, and under Federal Statutory Law dealing with the rights of employees who entered the Armed Forces found in 5 OUSXAAPP, Section 459.

## ARTICLE IX

### DISCIPLINARY ACTION

- A. The District shall not discharge, suspend or otherwise discipline any employee without just cause. (Just cause, for the purpose of this contract, is defined as: "A cause, outside legal cause, which must be based on reasonable grounds, and there must be a fair and honest cause or reason, regulated by good faith.") The District agrees that, in the event of disciplinary action, at the employee's request, the Chief Steward or Divisional Steward representing the employee involved will be notified prior to (if possible), at the time of, or immediately after, such action is taken.
- B. Reprimands for minor offenses may be issued by an employee's immediate supervisor. Disciplinary layoffs shall be imposed only for major offenses or repeated unsatisfactory performance, and shall not be imposed unless authorized by the Superintendent, or designee. Repeated unsatisfactory performance must be documented by written reprimands and/or evaluation. All disciplinary action taken by the administration shall occur within ten (10) working days of the date the administrator becomes aware of the action that caused the discipline.
- C. If the District is considering taking disciplinary action against an employee, he/she must be given an opportunity to give an explanation of what happened in his/her defense. If after holding the hearing, the District decides to proceed with the discipline, it is important that complaints regarding unjust disciplinary layoff, discharge, suspension, or demotion be handled promptly under the grievance procedures, beginning at Step 1. Accordingly, grievances must be filed within ten (10) working days of the disciplinary action. The District will review and render a decision on the case at Step 2 within five (5) working days of the receipt of the grievance.
- D. In the event that it shall be determined that a disciplinary layoff or discharge of any employee was without cause, the employee shall be reinstated unconditionally, without loss of seniority and given back pay for the time lost, less any compensation he/she may have received for work performed. In the event, however, that a discharge is reduced to a disciplinary layoff, compensation shall be paid for that portion only of the lost time in excess of such disciplinary layoff as finally determined.
- E. In imposing any discipline on a current charge, the District will not take into account any infractions which occurred more than twelve (12) months previously, however, instances of same or like circumstances may be used for thirty (30) months. Exceptions to the twelve (12) month limit will be those infractions included on the most current evaluations.

## ARTICLE X

### GRIEVANCE PROCEDURES

#### A. Informal Grievance Steps

The employee, or the employee and the Union Representative, or the Union Representative only, shall be required to discuss complaints with the immediate supervisor before using the grievance procedure. This discussion will include the nature of the complaint and identification of the complaint. These discussions about the complaint shall in no way cause the employee to forfeit his/her use of the grievance procedure, except that both the complaint and the filing of a grievance, where used, shall be completed within ten (10) work days of the occurrence of the problem concerned.

#### B. Formal Grievance Steps

##### 1. Step 1

Each formal grievance shall be filed in writing and submitted to the employee's immediate supervisor within ten (10) workdays of the occurrence of the problem. The immediate supervisor shall make a written determination of the grievance within four (4) working days of the date of receiving the grievance.

##### 2. Step 2

- a. Appeal from the determination at Step 1 may be made by presenting the grievance in writing to the Executive Director for Labor Relations / Operations. The Executive Director for Labor Relations / Operations shall meet with the grievant and the Union representatives within five (5) working days from the date of submission of the appeal and shall render a written determination within five (5) working days following the date of the meeting with the individual and the Union representatives.
- b. In the event the grievance is not settled at Step 2, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within sixty (60) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

##### 3. Step 3

If the grievant and/or the Union does not file a written notice of non-acceptance of the Step 2 determination within ten (10) school days, the Step 2 determination shall be deemed to have been accepted. If the grievance and/or the Union file a written notice within ten (10) school days that the Step 2 determination is not acceptable (and if such grievance is arbitrable as herein provided), the Union may then submit such grievance to



grievance arbitration.

## C. Arbitration Proceedings

### 1. Demand for Arbitration

- a. The Union may appeal arbitrable grievances to grievance arbitration under and in accordance with the rules of the American Arbitration Association. Notice of such appeal must be taken within ten (10) school days following the receipt of the District's determination at Step 2.
- b. Within twenty (20) school days following notice of appeal, demand for arbitration shall be made by written submission, defining the issue to be arbitrated. The District shall then have ten (10) school days within which to reply to such submission by filing same with the American Arbitration Association.
- c. The Union or the Board may not raise, in any arbitration hearing any issue not set forth in only written statement(s) which define(s) the issues to be arbitrated.

### 2. Powers of Arbitrator

- a. The Arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specific Article and Section of this Agreement.
  - (1) The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - (2) The Arbitrator shall have no power to establish salary scales, change any salary figures in the Agreement, or increase or change any staffing requirements set forth in this Agreement.
  - (3) The Arbitrator shall have no power to rule on any of the following: The termination of services of, or failure to re-employ any probationary employee.
  - (4) The Arbitrator's powers shall be limited to deciding whether the District has violated the specific articles or sections of this Agreement. It is agreed (except as to the provisions set forth in this Agreement) the Arbitrator shall have no power to change any practice, policy or rule of the District.
  - (5) The Arbitrator shall have power to make monetary awards but not to award monetary damages.
  - (6) In rendering decisions, the Arbitrator shall give full recognition to the responsibilities of the Board which establishes the District's rights, powers and authority as that exercised or it had prior to the date of this Agreement as specifically limited by express provisions of this Agreement. The Arbitrator's decision shall be consistent with the rights reserved to the District by this provision.
  - (7) If the arbitrability of any grievance under the terms of this Agreement is disputed,

or if either party alleges that the other has failed to comply with the grievances or arbitration procedure, the Arbitrator shall first rule on the question of arbitrability or procedure. Should the Arbitrator determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits.

- b. Although the arbitrator may cite law in making his/her award, he/she shall have no power to interpret State and/or Federal Law, to hear any matter involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.
- c. The Arbitrator's decisions shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration.
- d. There shall be no appeal from an arbitrator's decision. If within the scope of his/her authority as set forth herein, and it shall be final and binding on the Union, members of the bargaining unit, the employee or employees involved, and the District.

### 3. Applicability and Duration

Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this Agreement by both parties. No arbitration decision made hereunder shall constitute a binding precedent with respect to the making of any new agreement between the Union and the District.

### 4. Fees and Expenses

- a. The arbitrator's fees and expenses, the cost of any hearing and the cost of a reporter, shall be borne by the losing party.
- b. All other costs and expenses shall be borne by the party incurring them.

The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.

### 5. Grievances concerning the following shall not proceed past Step 3 of the grievance procedure:

- a. Individual grievances not appealed by the Union.
- b. Any matter involving employee evaluation which is not procedural in nature.

## 6. Retroactivity

- a. Such claims as salary or fringe benefits shall not be valid for a period to the date the grievance was first filed in writing unless the circumstances of the case are such that the individual or Union or District be valid for more than one year prior to the date of discovery or the fiscal year in which the claim was discovered, whichever is earlier.
- b. No decision, in any one case, shall require a retroactive adjustment in any other case.
- c. Where no monetary loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustments.
- d. All grievances shall be submitted within ten (10) working days of their occurrence and disposed of in accordance with the informal grievance procedure, and the formal grievance procedure as set forth above. If it is found, by the procedures above, that an employee has been unjustly discharged or suspended, he/she shall be reinstated without loss of pay, and other employee benefits.
- e. At the formal grievance level, the grievant shall be entitled to be represented by a member of the Union and at Step 2 and 3 shall be entitled to be represented by counsel and to call witnesses including Administrative Staff having knowledge or facts affecting the grievance.
- f. The time requirements set forth for the formal grievance procedure are set forth to promote the expeditious handling of grievances. The Union and the District agree to allow a reasonable time to complete such steps and to grant extensions of time for good reasons, except there shall be no extension of time for filing the grievance. Unless an extension is granted, in writing, every grievance shall be deemed settled and incontestable, unless, within ten (10) days after receipt of such notice of determination at any step, appeal is taken, as above provided, to the next succeeding step to the grievance procedure. Notwithstanding the above provisions, any individual employee may present a grievance and have such grievance adjusted without the intervention of a Union representative, if such adjustment is not inconsistent with the terms of this Agreement, and if a Union representative has been given an opportunity to be present for such adjustment.

## **ARTICLE XI**

### **LEAVES OF ABSENCE**

#### **A. Paid Leave Time**

##### **1. Incentive Leave Time**

Effective July 1, 2010 the leave time policy will be as follows:

- a. All employees with zero (0) to five (5) years seniority will be credited with seven (7) leave days per fiscal year to be accumulated at a rate of four (4) hours, forty (40) minutes for each completed calendar month. Employees with more than five (5)

years seniority will receive thirteen (13) leave days per fiscal year to be accumulated at a rate of eight (8) hours, forty (40) minutes for each completed calendar month.

- b. For employees hired or recalled after July 1, 2010, the leave policy will be as follows:

All employees with zero to five (05) years seniority will be credited with six (6) leave days per fiscal year to be accumulated at a rate of four (4) hours for each completed calendar month. Employees with more than five (5) years seniority will receive eleven (11) leave days per fiscal year to be accumulated at a rate of seven (7) hours, twenty (20) minutes for each completed calendar month.

## 2. Illness

- a. Personal illness or quarantine
- b. Severe injury or severe illness in the immediate family with a limit of five (5) days allowed per occurrence. Immediate family is defined as anyone living in the household and father, mother, son, daughter, spouse, brother, sister, mother-in-law, father-in-law, son-in-law, and daughter-in-law
- c. Illness in the immediate family-one (1) day. (Limited to making arrangements for care of the ill member of the family.)

## 3. Death

- a. Death in the immediate family with five (5) days allowed per occurrence. Immediate family is defines as anyone living in the household, father, mother, spouse, son, daughter, father-in-law, mother-in-law, brother and sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and grandchild.
- b. Death in the non-immediate family with a limit of three (3) days allowed per occurrence. Non-immediate family is defined as grandparents, aunt, uncle, cousin, nephew, and niece.
- c. Death of a close personal friend with a limit of one (1) day allowed per occurrence.

## 4. Routine Medical Attention

- a. When necessary dental or medical attention, including examination, cannot be scheduled outside of school time, the required time shall be allowed.
- b. Except in cases of illness, emergency or graduation, absences with pay as defined herein will not be granted in the first or last week of the school year or within three (3) school days prior to or following a vacation period.

**Definition of an emergency:** An emergency is an unforeseen incident over which the individual has no control and requires immediate attention. The individual should have made every effort in his/her power to resolve the situation without taking time off from work. Each case will be decided on its own merits.

5. Graduation

Custodian, spouse, son or daughter - one (1) day in Michigan, up to three (3) days out of Michigan with proper approval.

6. Required Appearances

a. Court by subpoena or summons as required

b. Income tax investigation - one (1) day

c. If a member is called for jury duty, a leave of absence with pay, not chargeable against the member's leave time allowance, shall be granted if such member cannot be excused from jury duty. Upon receipt of the notice that the member is being chosen for the jury panel, such member shall immediately notify the Human Resources Department. The District shall pay the member the difference between the jury fee received and the member's current pay so that the member receives full current salary less deductions from the two sources.

7. If a person takes a leave day, but fails to follow the procedures in A.14., below or has no leave days left in his/her bank, then he/she will lose that days pay and may be subject to disciplinary action, based on the circumstances of the case.

8. Employees will be credited with paid leave time to which they are entitled at the beginning of each fiscal year, it being understood that such paid leave time is not earned or accumulated until the end of that year. Sick leave may be taken to the extent of the total paid leave time which would be earned and accumulated at the end of the fiscal year, including the anticipated portion of such paid leave time. To the extent of such anticipation, however, such paid leave time anticipated shall be subject to the approval of the District based upon the employee's employment record.

9. In the event that the employee is separated, any anticipated leave time which has already been taken in the form of sick leave shall be charged back against any unpaid salary.

10. Any unused portion of credited paid leave time is deemed to be earned or accumulated at the end of that particular fiscal year for which credited and may be used at some subsequent time according to A.2 (Illness), A.3 (Death), and emergencies (defined above) only. The maximum accumulated paid leave time shall be two hundred five (205) days or one thousand, six hundred and forty (1,640) hours.

11. In the case of employees hired before September 1, 2005, and now retiring, paid leave time accumulated shall be paid to the employee at the time of retirement at fifty percent (50%) of all paid leave time accumulated at the time of retirement as defined by the Michigan School Public Retirement System; in all cases, however, not to exceed one hundred two and one-half (102.5) days, or eight hundred twenty (820) hours.

12. In any case where a school employee is absent from his/her employment by reason of injury compensable under the Worker's Compensation Act, the employee may elect one of the following two options:

- a. Elect to supplement worker compensation benefits by being paid the amount payable to him/her under the existing sick leave policy, less the amount of compensation payable to such employee under such Act.
  - b. Electing not to use sick leave benefits, thereby receiving worker compensation payments only, which are less than the regular employee's regular pay. The employee must notify the Division for Human Resources of his/her choice within forty-eight (48) hours of his/her absence, or the District will automatically implement option (a.). If the employee fails to give notice, within forty-eight (48) hours, that he/she prefers option (b.), he/she may still select option (b.) within seven (7) calendar days of his/her absence; but the accompanying payroll and leave bank adjustments may not be accomplished until the second succeeding pay period.
13. If the employee elects option 12a. above, his/her leave bank will not be deducted for the amount provided by Workers' Compensation, as measured by his/her regular daily pay. Deductions from the employee's sick leave bank will be made based on the amount of the sick leave pay. For example, if the employee's regular daily pay is \$48.00 (8 hours X \$6.00 per hour) and he/she receives \$31.20 from Workers' Compensation, he/she would receive \$16.80 from the District (less deductions) and his/her sick leave bank would be reduced by two (2) hours and forty-eight (48) minutes each day (\$16.80 divided by \$6.00 per hour = two (2) hours and forty-eight (48) minutes).
14. Day shift custodians and maintenance men, who are unable to report to work as scheduled, must report their absence to the Facilities Director, or the appropriate person designated in the building, approximately fifteen (15) minutes prior to the start of their shift.

Afternoon shift custodians and maintenance employees, who are unable to report to work as scheduled, must report their absence to their supervising administrator at least one (1) hour prior to the start of their shift.

Mechanics and drivers who are unable to report to work as scheduled, must report their absence to their supervising administrator, prior to the start of their shift.

\*A.M. shift people are to call fifteen (15) minutes prior to the start of their shift.

\*P.M. shift people are to call one (1) hour prior to the start of their shift.

Employees, who fail to provide advance notice, as specified above, will be denied the use of paid leave for their absence. Exception: Emergency (Article XI, A. 4, b.), or death in immediate family (Article XI, A. 3.)

#### 15. Member Sick Leave Bank

A leave bank will be established with a contribution from each member of one (1) day per year for the duration of this contract. The leave bank will be administered by the Implementation Committee which cannot grant more than ten (10) days per individual request. The liability for reimbursement of the leave bank shall rest with the membership.

## ARTICLE XII

### UNPAID LEAVE TIME

- A. A leave of absence will be granted for up to one (1) year or the length of seniority whichever is shorter. Two (2) years or more seniority may request a renewal of one (1) year.
- B. Leaves of absence shall be granted for the following reasons:

1. Military Services Employees granted a leave for this reason shall be given full credit on the seniority list if they are called in time of emergency.
2. Illness for physical and/or mental disability.
3. Maternity Request for Maternity Leave of Absence by a member shall be made at least six (6) months prior to the expected birth of the child. Medical certification of the pregnancy is required; this certification must include a statement indicating the employee is physically capable of performing assigned duties, and that such duties will not be injurious to the health of the custodian and the unborn child.

A maternity leave shall begin on a date mutually agreed upon by the member, the physician, and the District. In cases where the performance of the member is adversely affected by the pregnancy, the District shall establish an earlier beginning date for the leave than the date previously agreed upon. Return to duty must be supported by a physician's statement indicating that the employee is physically capable of returning to the assigned duties.

4. Personal leave as determined by the Board of Education may be granted for up to one (1) year.
5. After the leave time is exhausted, the employee automatically is placed on an unpaid leave of absence during which he/she has up to ten (10) days to apply in writing for such unpaid leave of absence. All benefits will continue to the end of the month that the paid leave time was exhausted. If the employee wishes to be covered after the month he/she must notify the Division for Human Resources and make the appropriate payments.

Upon return to work from an unpaid leave of absence in the first fifteen (15) days of the month, the District will pay the full benefit; starting on the sixteenth (16th) day the District will pay one-half (1/2) and the employee will pay one-half (1/2).

Persons on an unpaid leave of absence will be able to continue Health Care Coverage under the District's group plan for six (6) months at the group rate payable by the employee.

- C. Written requests for leave of absence must be addressed to the Superintendent of Schools through regular channels and must contain the reason for the request, the effective date, the duration and a copy of orders (B.1) above, or a signed statement from a physician if (B.2) above or (B.3) above.

Any employee, who falsifies his/her reasons for leave of absence to engage in other employment, shall be considered as having terminated his/her employment with the District.

Any employee on leave of absence for specified reasons other than those originally specified shall make new application for further leave of absence under the terms of this Section, failing which, he/she shall be considered as having terminated his/her employment with the District.

D. Re-appointment after a Leave of Absence

1. Satisfactory evidence of physical and mental health must be filed with the Superintendent of Schools as directed before the employee is returned to duty.
2. When an employee is placed on a leave of absence for reasons specified above, his/her position will be protected by the District for one year or the length of seniority whichever is shorter. Employees with more than one year's seniority may renew the leave of absence, but forfeits his/her position and can return to a job which will be made available by the District.

E. Forced Leave of Absence

1. The Board of Education may, at its discretion, require any employee to submit to a physical and/or psychiatric examination at any time. The Board of Education reserves the right to designate the physician or physicians administering such examinations, but the Board must pay the examining physician's fee.
2. The Board of Education may, without the employee's request, give the employee a one (1) year leave of absence without pay, except for accrued sick leave, upon the written recommendation of a school designated physician and/or the school designated psychiatrist. This is subject to renewal at the discretion of the Board of Education.
3. In case an employee's record shows recurring absences which appear to be the result of chronic illness, the Board of Education may require the employee to visit his/her doctor at stated intervals.



**ARTICLE XIII**

**WAGES/JOB CLASSIFICATIONS**

**Rate of Pay**

The rates of pay shall be effective as contained herein from July 1, 2010 through June 30, 2012.

| Classification       | 2010/2011 & 2011/2012 |           |
|----------------------|-----------------------|-----------|
|                      | Regular               | Probation |
| Head Custodian- HS*  | 16.89                 | 16.00     |
| Custodian I          | 16.14                 | 15.30     |
| Custodian II         | 15.37                 | 14.31     |
| Custodian III        | 14.10                 | 13.22     |
| Maintenance I        | 16.89                 | 15.99     |
| Maintenance II       | 16.39                 | 15.58     |
| Maintenance III      | 15.37                 | 14.31     |
| Mechanic/Crew Leader | 19.80                 | 18.67     |
| Mechanic I           | 16.89                 | 15.99     |
| Mechanic II          | 16.39                 | 15.58     |
| Mechanic III         | 14.58                 | 13.78     |
| Driver               | 14.63                 | 13.73     |
| Floater II           | 15.37                 | 14.31     |
| Floater III          | 14.09                 | 13.22     |

\*High School Head Custodian -The Custodian I position at each high school shall be posted as a Maintenance 1/High School Head Custodian classification and will be filled based on seniority, passing of the High School Head Custodian written and demonstrative test of ability. (If any current High School Custodian I loses their position, they may bump a Custodian 1 at another building using the current bumping language in the contract.)

**Rate of Pay Adjustments – Certifications and New Hires/Recalled Employees**

1. Master Mechanic\*\* License plus 7 years documented experience\* \$2.50 above base

Electrician Maintenance Rate  
Plumber  
Other trades deemed necessary by District

Journeyman Electrician License plus 5 years documented experience\* \$1.50 above base

Plumber Maintenance Rate  
Carpenter  
Other trades deemed necessary by District
2. Employees newly assigned to mechanic’s position shall have State certification for at least the following categories:

Heavy-duty truck and gas engine repair  
Heavy-duty truck and diesel engine repair

Heavy-duty truck drive trains  
Heavy-duty truck brakes and braking systems  
Heavy-duty truck electrical systems  
Automobile and light truck auto transmissions  
Automobile and light truck heating and air conditioning

3. Certification-ten cents (.10) per certification unless recognized under master mechanic.
4. All maintenance employees-ten cents (.10) per certification required by District and approved by Executive Director for Labor Relations / Operations.
5. Maintenance III employees will be paid at Custodian II rates.
6. Commercial Drivers License: It is mutually agreed that 50% of the maintenance staff will be required to procure a commercial driver license. It is hoped that 50% participation will be on a voluntary basis. The cost of the CDL will be borne by the District for the first two tests taken by the employee.
7. Custodian I adjustments:
  - 7 or more additional \$0.37
  - 3 or more additional \$0.22
8. For NEW HIRES and RECALLED EMPLOYEES that are on the "layoff list" as of June 30, 2010, rate of pay per hour will be as follows:

|                  |         |
|------------------|---------|
| YEAR ONE (1) -   | \$10    |
| YEAR TWO (2) -   | \$11    |
| YEAR THREE (3) - | \$12    |
| YEAR FOUR (4) -  | #3 wage |

Recalled employees that are on the "layoff list" as of June 30, 2010 will be allowed to bid on promotional positions according to their seniority. Should they win the bid, they will receive the pay rate for that classification.

\* All documented experience must be submitted to the Department for Labor Relations / Operations for executive approval.

\*\* Leader mechanic position is excluded from license premium.

## **ARTICLE XIV**

### **WORK SCHEDULE AND HOURS OF WORK**

- A. A workday shall consist of eight (8) hours, not including lunchtime. The lunchtime must be adjusted to the building schedule, but shall be from four (4) to six (6) hours after the beginning of the workday. A work shift commencing at 1:00 p.m. or after, but before 1:00 a.m. shall consist of eight (8) consecutive hours, including one-half (1/2) hour lunchtime. If a situation arises that requires the custodian to take his/her lunchtime within the building, he/she will be paid for his/her lunchtime. The determination as to whether the custodian is

required to stay in the building will be determined by the building administrator.

- B. The workweek shall consist of forty (40) hours. The regular workweek for all employees is five (5) consecutive days, Monday through Friday.
- C. When an employee is called to work during his/her regular workweek for emergencies with less than twelve hour notice, he/she shall be guaranteed no less than four (4) hours of pay for "show-up" time, at the appropriate rate. The applicable shift premium will be paid for the four (4) hours.
- D. A normal workweek consists of eight (8) hours per day, Monday through Friday. When an employee's regular workweek varies from the above schedule, the District and the Union shall mutually agree to the hourly pay for that portion of the employee's workweek, which is not normal. For the duration of this Agreement, when the District assigns a Custodian III to the Cleveland Elementary School for a Wednesday through Sunday schedule, that employee shall receive Custodian II pay for work performed on Saturday and Sunday.
- E. Building Checks
  - 1. Building checks will be performed by employees at such times and places as may be requested by the District. For this purpose, an employee may be requested to check more than one building in the course of any such building checks. When requested to check more than one (1) building, the District agrees to pay mileage at the rate of Board policy per mile from building to building (excluding home to first building and last building to home) where the employee does not use a District vehicle. Employees making the foregoing building checks will be credited with not less than two (2) hours of work at the employee's regular straight time hourly rate, subject to such overtime pay under Article XV., as may be applicable to the particular time involved.
  - 2. For the purpose of building checks, the District will be divided into two (2) routes (North and South).
  - 3. When deemed necessary by the District, the building checks will be assigned on a basis of seniority and rotation to those persons who volunteer from the following classifications:  
  
Custodian I, Custodian II, Maintenance I, Maintenance II

## **ARTICLE XV**

### **OVERTIME**

- A. Overtime pay, at the rate of time and one-half (1.5), shall be paid under the following conditions:
  - 1. If the employee's workweek consists of the normal Monday through Friday assignment, the following provisions will apply:
    - a. For all the hours in excess of forty (40) in one work week (leave days, not including hospitalization and bereavement, do not count towards hours worked, but

vacation/holiday does count). A physician statement may be requested at the District's discretion.

- b. For all hours worked on Saturday.
  - c. For all hours worked on Sunday for District sponsored activities.
2. If the employee works an adjusted work week, defined as different than the normal Monday through Friday assignment, the following provisions will apply:
- a. For all the hours in excess of forty (40) in one work week (leave days, not including hospitalization and bereavement, do not count towards hours worked, but vacation/holiday does count). A physician statement may be requested at the District's discretion.
  - b. For all hours worked on the sixth (6th) day of the employee's adjusted work week that result in working in excess of forty (40) hours in one work week and in compliance with stipulations listed in 2.a.
  - c. For all hours worked on the seventh (7th) day of the employee's adjusted work week for District sponsored activities\* that result in working in excess of forty (40) hours in one work week and in compliance with stipulations listed in 2.a.

\*District sponsored activities are defined as: Activities for which no fees are charged for the use of District facilities.

- B. An Extra Overtime Sign-Up List will be established prior to the start of classes each fall for the purpose of securing additional help when needed. The employer shall call said help from the Seniority List with said overtime being rotated. The Extra Overtime Sign-Up List shall not apply when skilled help is needed. The determination of when skilled help is needed will be based on the requirements of the particular job.
- C. When an employee is required to report to work at other than as regularly scheduled, pay at the appropriate rate will commence from the time the employee leaves home until the employee returns home. A minimum of two (2) hours will be paid at the appropriate rate, plus mileage will be paid to and from your buildings.\*

\* This language deals only with building security checks and employees being called back to their building.

D. Double Time

- 1. For employees whose work week is different than the normal Monday through Friday assignment, double time will be paid for all hours worked on the seventh (7th) day of the employee's adjusted work week for non-District sponsored activities. Adjusted workweek being defined as different than the normal Monday through Friday assignment.
- 2. For employees whose work week is Monday through Friday, double time will be paid for all hours worked on Sunday for mechanics and to all other Unit employees for non-District sponsored activities.\*

3. Overtime pay at the rate of two times shall be paid for work performed on any holiday for which holiday pay is provided under Article XVI. A.

\*Non-District sponsored activities are defined as: Activities for which fees are charged for use of District facilities.

- E. The foregoing provisions are not to be construed to require duplication of overtime payments for the same hours of work, but such provisions shall be interpreted and overtime payments computed as heretofore.
  1. The in-service compensation now being received by certain custodial and maintenance employees, pursuant to the Agreement of April 7, 1967, shall continue to be paid for the duration of this Agreement.
  2. Employees may be asked to work out of the concept of their classification for a period of time. After an employee performs duties of a higher classified position for more than five (5) consecutive days during the school year, the employee shall be compensated at the rate of the higher classification for all hours worked in the higher classification.
- F. Overtime Procedure (If floater custodian is not available)
  1. Overtime will be given only at the request of the Facilities Director in the following manner (see Article XIV, paragraph C for emergency overtime):
    - a. From the building custodial staff rotating "Building Overtime" list made up of those building employees who indicate at the start of the semester that they will work the aforementioned overtime.
    - b. When there are no longer volunteers for the building overtime (as outlined in #1 above) the overtime will be referred to the rotating "Master Overtime" List.
      - (1) For each instance three (3) contact calls will be made from the "Master Overtime" List. Following these calls, the method of coverage, is an administrative option.
      - (2) Overtime must be authorized by the Operations Office. Rotation of overtime assignments among a building's custodial staff shall be recommended by the Custodian I.
      - (3) Shifts may be adjusted to fit the need of the District's overtime.
      - (4) The District has the right to designate the hours and duration of overtime, i.e., extended workdays, absent, etc.
        - (a) If an employee is called to work prior to the start of his/her regular shift, the employee will have the option to work eight (8) hours or eight (8) hours in addition to pre-authorized overtime hours if approved by the Facilities Director.
      - (5) In the absence of the #1 custodian it shall be the responsibility of the #2 custodian to assume his/her shift, at #1 custodian rate of pay, if so requested,

and approved by the Facilities Director.

(6) Those employees who refuse voluntary overtime from the "Overtime List" will be charged with a refusal of those hours on the "Overtime List." However three (3) denials without valid reasons will remove the volunteer from said list.

G. If the District fails to follow the above overtime procedure, the grieved individual will be entitled to the overtime hours, provided he/she actually works those hours at a time mutually agreed upon by the Supervisor and the employee. If the Supervisor and the employee cannot agree as to a date, the Chief Union Steward and Facilities Director will mutually select a time. If the Union Steward and the Facilities Director cannot agree, each will pick a date and a coin will be flipped.

The overtime hours that the employee will be entitled to are supplemental overtime hours. They are not to be construed simply as his/her getting the next overtime assignment.

## ARTICLE XVI

### PAID HOLIDAYS

A. The District will pay for the following un-worked holidays under the limitations and provisions set forth in this Agreement:

The holidays are:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. The day after Thanksgiving Day
5. Duty day preceding Christmas Day
6. Christmas Day
7. Duty day preceding New Year's Day
8. New Year's Day
9. Good Friday
10. Easter Monday (*When such day is not a regularly scheduled duty day as set forth in the school calendar.*)
11. Memorial Day

B.

1. The employee is not a temporary employee as of the day of the holiday.
2. The employee would otherwise have been scheduled to work on such day, if it had not been observed as a holiday.

C.

1. Employees who have been laid off in a reduction of force during the workweek prior to or during the workweek in which the holiday falls shall receive pay for such holiday.
2. Employees with the necessary seniority who have been laid off in a reduction of force and who return to work following the holiday, but during the week in which the holiday fell, should be eligible for pay for that holiday.

3. Employees who are receiving pay in the form of paid sick leave or vacation time during the work week in which the holiday falls shall receive pay for such holiday instead of being charged with paid leave time for that day.
- D. When an eligible employee is on an approved leave of absence and returns to work following the holiday, but during the week in which the holiday fell, he/she shall be eligible for pay for that holiday.
- E. Employees eligible under these provisions shall receive eight (8) hours pay at their regular straight time hourly rate exclusive of night shift and overtime premium for each such holiday.
- F. Employees who work on any one of the above holidays shall be paid at the rate of two (2) times under Article XV. E., for all hours worked and holiday pay for the hours not worked, so that a total of eight (8) hours will be compensated for on this basis.
- G. Employees who have agreed to work on such holidays and do not do so, shall not receive pay for the holiday.
- H. In applying this procedure, when any of the above enumerated holidays fall on Sunday, and the day following is observed as the holiday by the State or Federal Government, it shall be paid as such holiday.
- I. Payday - In workweeks in which payday is observed as a holiday, employees shall be paid on the day before the holiday. Paychecks may be picked up at the Administration Building on a payday, if the Payroll Office is so notified, in advance, to retain the check for early pickup.

## **ARTICLE XVII**

### **VACATIONS**

- A. For employees not on layoff as of July 1, 2010, there shall be established two (2) weeks of annual vacation at the regular weekly base rate for all regular\* full-time employees who have worked fifty-two (52) weeks prior to July 1. Employees who have worked less than fifty-two (52) weeks prior to July 1, shall have vacation prorated at the rate of one (1) day per month, not to exceed ten (10) work days. Eligibility for vacations shall be determined as of July 1st.

\*Regular employees: Those who have completed the new-hire probationary period.

Employees who will complete their fifth or tenth year with the District prior to June 30 of that school year will earn an additional three (3) hours and twenty (20) minutes vacation for each complete calendar month worked between their fifth or tenth anniversary date and the following June 30. Such additional vacation time must be used between June 15 and June 30 following the anniversary date as noted above.

Regular employees with five (5) to ten (10) years of service shall receive fifteen (15) working days vacation; those with over ten (10) years of service shall receive twenty (20) working days vacation. Employees hired after September 1, 2005 shall not be entitled to more than

four (4) weeks vacation under any circumstances.

For new employees or recalled employees on or after July 1, 2010, vacations will be earned as follows:

- 1 - 7 years = 10 days
- 8 - 14 years = 15 days
- 15+ years = 20 days

- B. The total vacation time for any employee shall not exceed four (4) weeks in any one school year.
- C. Employees shall be permitted to schedule their accrued vacation leave at their discretion with the following exceptions during the school year:
  - 1. Not more than the following days depending on the number of weeks of vacation the employee earns:
    - 8 days for 20 day vacation employees
    - 6 days for 15 day vacation employees
    - 4 days for 10 day vacation employees
  - 2. Not more than one-third (1/3) of the building staff or unit shall be off in the same week. (In the case of a building with only two unit employees, not more than one-half (1/2) will be off in the same week.)
  - 3. A leave request for the vacation must be submitted to the supervising administrator not less than thirty (30) days prior to the start of the vacation. The request, whether approved or disapproved, will be confirmed to the employee within fifteen (15) days.
  - 4. The thirty (30) day requirement may be waived to allow the employee to request and submit for an occasional, not to exceed three (3) days, vacation day.
- D. The remaining balance of the employee's vacation shall be scheduled during any school recess. Leave request for vacation during the summer must be submitted to the Facilities Director. Leave request for vacation during school recesses, other than summer, must be submitted to the Building Principal. All requests must be submitted to the appropriate administrator by March 1 each year and will be returned to the employee by May 1 of each year. In the absence of the immediate supervisor, requests must be submitted to the Facilities Director and approved in advance.
  - 1. The general intent of the District shall be that no more than two (2) weeks should be taken at any one time. However, this is not to preclude the possibility that more than two (2) weeks of vacation time may be taken during the summer or under unusual circumstances.
- E. If C and D above were followed but the employee's vacation request(s) was denied, said employee will be allowed to reschedule the vacation at a different time that is agreed upon by employee and the District, in accordance with C and D above. Employees who do not schedule their vacation time as stipulated in C and D above will be assigned vacation leave



by their supervisory administrators.

- F. Seniority will be the determining factor where there is a conflict based on C. and D., above.
- G. When an official holiday occurs during the scheduled vacation, the employee shall be entitled to an additional vacation day. The employee may request this time be added to his/her vacation.
- H. If an employee is forced to take leave time as defined in Article XI. A.2, A.3 or A.6 while on vacation, the District will permit the employee to reschedule vacation days to replace those used on leave upon receipt of a medical doctor's written verification of the employee's illness, or the appropriate leave request, if leave is taken in Article XI. A.2 or A.3
- I. If an employee is laid off for an extended period of time, he/she will receive any unused vacation credit, including that accrued in the current fiscal year, on a prorated basis.
- J. Furlough days (days without pay) - during the course of each fiscal year, employees will have six (6) scheduled, unpaid days as follows: 2 during spring break, 2 during Christmas break and 2 during summer break.

## ARTICLE XVII

### INSURANCE

#### A. Medical Insurance

- 1. The District agrees to pay 85% of the monthly premiums necessary to provide all \*regular employees and/or family with year-round, full-family hospital/surgical coverage.

Beginning July 1, 2010, equal coverage to what exists as of June 30, 2010 (based on availability) as well as other comparable coverage options may be offered, which includes choices that are a result of the District's bidding process after consultation with the union.

Each bargaining unit member receiving health insurance shall contribute 15% of the premium cost, capped as follows:

|             | Employee cap | District cap | Share excess costs 50/50 when combined premium costs exceed: |
|-------------|--------------|--------------|--|
| Single      | \$1,200      | \$6,000      | \$7,200  |
| 2 person    | \$2,500      | \$12,500     | \$15,000   |
| Full family | \$3,500      | \$15,000     | \$18,500   |

Based on the table above, the maximum employee costs for full family coverage is \$3,500 with the District costs not exceeding \$15,000 annually. Should the total combined premium costs exceed \$18,500, the District and employee will share the excess costs 50/50. The employee contribution to health insurance shall be made by monthly payroll deduction, spread equitably over all pays during the year.

\*Regular employees: Those who have completed the 180-calendar-day period to be

eligible for insurance

2. If there is a change in carriers, there shall be no interruption in coverage from the current carrier going to the new carrier. The carrier selected shall waive any waiting period for this health insurance coverage for employees currently covered.
3. Upon submission of a written application to the Human Resources Office, on a form which the District will furnish for this purpose, the District shall provide, without cost to each regular\* full-time, pro-rated for part-time, employee, and for family, and/or eligible dependents, as defined by the United States Internal Revenue Service, this health care protection plan.

\*Regular employees: Those who have completed the 180 calendar day eligibility period.

4. New employees must make application to Human Resources within thirty (30) days after completion of the 180 calendar days to be eligible for inclusion under this plan with said coverage commencing the first day of the month following receipt of written application.
5. Changes in family status, or enrollment in Medicare, shall be reported by the employee to Human Resources within thirty (30) days of such change. The employee shall be held responsible for any overpayment of insurance premiums, including Medicare subscription, made by the Board for failure to comply with this paragraph within sixty (60) days of such change.
6. An employee eligible for Medicare shall enroll for Medicare benefits (parts A and B) within thirty (30) days of his/her first eligibility date.
  - a. Employees can either elect Medicare, or the school provided Plan, as their primary program (as required by T.E.F.R.A.).
  - b. To the extent permitted by law, premiums for Medicare supplement and Medicare part B premiums shall be paid on behalf of the employee's spouse and/or qualified dependents eligible for Medicare.
  - c. The Board of Education will not be liable for any penalties against the employee by the insurance carrier as the result of his/her selection.
7. The District agrees to provide the above mentioned benefit program within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.
8. In the event of voluntary or involuntary termination of employment, there shall be no obligation on the part of the District to continue coverage beyond the period for which he employee is covered at the time such termination is effective.
9. In the event that an employee is absent from employment, the district will continue to provide coverage for the duration of any paid leave time or for the period for which the employee is covered at the time the employee's absence from his/her employment commenced, whichever is longer.
10. Employees on Worker's Compensation will continue to have their hospitalization

premium to the limits of Article XVIII. Sec. A. 1., paid by the District for as long as they have accumulated leave time. Upon exhaustion of leave time, the District will pay one-half (1/2) of the hospitalization to the limits of Article XVIII. Sec. A. 1., for a period equal to a credit of their seniority or up to two (2) years.

11. This District Health Care Plan can be continued at the group rate for a period of not less than three (3) months, nor more than six (6) months, beginning with the last day of the monthly payment period in which eligibility as a member of a group terminated.
12. After the six (6) month extension to the group rate, this Plan can be continued, but through the carrier and the employee. All outstanding Identification Cards shall be surrendered to the District and new Identification Cards shall be issued by the carrier to the former employee.
13. Every covered employee is eligible for the above-mentioned protection, subject to a coordination of benefits with other group medical coverage through employer of spouse.
14. Unless self-insured, the District shall not be responsible or liable for lack of proper coverage and protection, but it's responsibility and liability shall be limited to the contribution required to be made hereunder and the remittance and payment of actual deductions made from wages.
15. All persons not taking health insurance will receive the dental and vision benefits provided in Article XVIII, Sections C and D of this contract, and a yearly lump sum cash payment of \$1,000, to be paid in July, following completion of the insurance year. Persons who add or drop health insurance coverage in mid-year will have the above amounts prorated.

#### B. Life Insurance

1. The District will provide, to all regular\* employees, group Life Insurance protection in the amount of \$17,000 (plus an equal amount in accidental death and disability benefits) to be paid to the employee's designated beneficiary in the event of his/her death while an employee of the District.

\* Regular employees - Those who have completed the 180 calendar day eligibility period.

In the event of voluntary or involuntary termination of employment, there shall be no obligation on the part of the District to continue coverage beyond the period for which the employee is covered at the time such termination is effective. In the event that an employee is absent from employment, the District will continue to provide coverage for the duration of any paid leave time or for the period of time equal to a credit of his/her seniority or to a two (2) year maximum period.

2. Employees on Worker's Compensation will continue to have their life insurance premiums paid by the District for a period of time in excess of their accumulated leave time equal to a credit of their seniority or up to two (2) years maximum.

#### C. Dental Plan

1. Upon submission of a written application, the District shall provide, without cost to all regular\*, full-time employees and their eligible immediate family dependents, as defined by the United States Internal Revenue Service, a dental plan equivalent to Delta Dental Plan C O/1, as written as of July 1, 1983; SET/SEG as of January 1, 2007.

\*Regular employees: Those who have completed the 180 calendar day eligibility period.

As of January 1, 2007, the following provisions will apply:

80% District paid, 20% employee paid dental coverage;  
\$1,500 dental coverage yearly maximum, per employee and each family member;  
\$1,500 orthodontic coverage, maximum lifetime, per employee and each family member.

2. The sole authority for the selection of the insurance carrier shall be with the District subject to the commonly accepted rules governing competitive bidding. The District may change insurance carriers provided the benefits afforded hereby shall not be diminished.
3. Coordination of Benefits (Dual Coverage). This coordination of benefits provision is designed to provide maximum coverage, but not to exceed 100% of the total fee for a given treatment plan.

If a subscriber or eligible dependent is covered for dental benefits or services by another dental contract, arrangement, or insurance policy, the District's liability for payment will be determined on the following basis, unless stated otherwise in the "Summary of Dental Plan Benefits":

- a. When dental benefits or services are provided to a District subscriber, the District's responsibility is primary, i.e., the District will discharge its liability under this plan as if no other coverage were involved.
  - b. In those cases where a District subscriber's eligible spouse is covered for dental benefits or services by another dental contract, arrangement or insurance policy, the District's responsibility will be secondary. Where the funds obtained provide full payment for the dental benefits or services for which the patient is liable, the District will provide payment for the patient's remaining balance, provided that such payment would not exceed the payment that the District would have made had it been primary. When dental benefits or services are provided to an eligible dependent child of a District male subscriber, the District's responsibility is primary. When dental benefits or services are provided to an eligible dependent child of a District female subscriber the District's responsibility will be secondary.
4. If a patient is eligible for benefits under two or more District Plans, and more than one of said plans provides coverage for a particular service, the District will pay in full the accepted fees for such services and will prorate the cost between the multiple plans, thus following the primary secondary carrier order of payment rule. In no event will either plan pay a greater amount than it would have paid had dual coverage not existed.
  5. The District, when coordinating benefits with any dental program other than a District Dental Program (purchased on an individual and/or group basis) wherein the dentist is

both the provider of dental services and guarantor of the program, shall always be secondary to any and all benefits available under said program regardless of whether claim for benefits has been made under said program.

6. Employees newly hired by the District shall be eligible for District paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
7. Changes in family status shall be reported by the employee to the human resources office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the District in his/her behalf for failure to comply with this paragraph.
8. The District agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

#### D. Vision Plan

1. Upon submission of a written application, the District shall provide, without cost to all regular\* full-time employees and their eligible immediate family dependents as defined by the United States Internal Revenue Service, a Vision Plan equivalent to Equitable Vision Plan 1, as written, as of July 1, 1983.

\*Regular employee: Those who have completed the 180 calendar day eligibility period.

#### 2. Coordination of Benefits (Dual Coverage)

- a. If an insured person is entitled to any group medical, vision care or major medical benefits or services from another source or any other arrangement of coverage for individuals in a group, such benefits under this plan may be reduced to an amount, which, together with all other such benefits, will not exceed 100% of any necessary, reasonable and customary item of expense covered under this plan or any other such plan. Any item of expense covered under another plan will be considered in calculating benefits only if a portion of the cost of this item is also covered under this plan. These provisions shall not apply to any individual policy or a franchise plan. The rules for establishing the order of benefit determination are:

- (1) The benefits of a Plan, which does not have a "coordination of benefits" provision which covers the person on whose expenses the claim is based, shall be determined before the benefits of a Plan which incorporates a "coordination of benefits" provision which covers such person.
- (2) The benefits of a Plan which covers the person on whose expenses the claim is based other than as a dependent shall be determined before the benefits of a Plan which covers such person as a dependent.
- (3) When rules (1) and (2) do not establish an order of benefits determination, the benefits of a Plan which has covered the person on whose expenses the claim is based for the longer period of time shall be determined before the benefits of a Plan which has covered such person for the shorter period of time.

3. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "at work requirement" with this employer before benefits are effective.\*

\*"At work requirement" - must have been physically on the job for at least one (1) full workday following the signing of this Agreement.

4. Employees newly hired by the District shall be eligible for District paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following work commenced.
5. Changes in family status shall be reported by the regular\* employee to the human resources office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the District in his/her behalf for failure to comply with this paragraph.
6. The District agrees to provide the above mentioned benefits programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
7. The sole authority for the selection of the insurance carrier shall be with the District, subject to the commonly accepted rules governing competitive bidding. The District may change insurance carriers provided the benefits afforded hereby shall not be diminished.

#### E. Long-Term Disability

1. Upon submission of a written application, the District shall provide without cost to each full-time regular\* employee a salary replacement program in the event the employee is unable to perform his/her duties as a result of a disability occurring from illness or injury.

\*Regular employee: Those who have completed the 180 calendar day eligibility period.

2. The program will provide the following:
  - a. Monthly benefit - 50% of the employee's base wages, not to exceed \$1,500.00. This amount will be reduced by other income to which the employee may be entitled from any of the following sources.
    - (1) Disability benefits and/or retirement benefits payable under the Social Security Act on the employee's behalf.
    - (2) Earnings continuation from any employer.
    - (3) Benefits payable under any other group insurance disability plan.
    - (4) Benefits payable under any government disability plan.
    - (5) Benefits payable under any Worker's Compensation Act.
    - (6) Benefits payable under any group or individual no-fault plan of automobile insurance.

(7) Retirement benefits provided by an employer and/or the government.

The benefit calculation above will be reduced by the amount by which such benefit plus income Benefits payable to the employee on behalf of his/her dependents exceeds 50% of his/her earnings at the date of disability.

The District Plan will reduce benefits by other income or increases in income to which the employee may be entitled by satisfactory application for benefits from any other source. Only income which commences coincident with or subsequent to the inception of the disability for which benefits are payable under this plan will apply. However, benefits will not be reduced by subsequent cost of living increases in income from any other source.

Subsequent changes to the initial Social Security award will not affect the benefit payable unless changes are the result of a change in dependent status or an error in the determination of the award.

In determining the amount of benefit payable under this plan, the District will use the monthly equivalent of any other income payable to the employee in a lump sum or on any basis other than a monthly basis. An estimate of the amount of any government plan award will be used prior to the advice of the actual award. This plan is not instead of, and does not affect any requirement for coverage by any State Disability Benefits Insurance.

b. Definition of Total Disability

Total disability means that the employee is unable, because of sickness or accident, to perform the duties of his/her normal occupation for any employer. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform any occupation for which the employee is fitted by training, education, or experience will constitute total disability.

c. Commencement of Benefits

Benefits start after a qualifying period of one hundred and eighty (180) days from the commencement of total disability, provided proof of disability is submitted within six (6) months following the qualifying period.

3. To be eligible for the above coverage, or increase in coverage, employees must be able to perform the "at work requirement", with this employer before benefits are effective. "At work requirement" must have been physically on the job for at least one (1) full workday following the signing of this Agreement.
4. Employees newly enrolled by the District shall be eligible for District insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
5. The District agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

## **ARTICLE XIX**

### **SAFETY**

#### **A. Safety of Equipment**

The District does not expect that any employee will be required to operate any equipment, which is not in a safe operating condition or not equipped with such safety devices as may be required by Law.

All defects in equipment shall be promptly reported on a form supplied by the District. In the absence of any such report, the District shall be entitled to assume that the equipment is in safe operating condition and that employees will operate same.

#### **B. Safety Committee**

The District shall recognize a Safety Committee. The members of this Committee shall consist of not more than five (5) individuals, of both management and the bargaining unit, who will be concerned with the safety aspects as they affect the working conditions of the members of this bargaining unit. It shall be the purpose of the Safety Committee to bring recommendations to the administrative staff with respect to the health and well-being of the employees, the students, and whomever else shall have need for the use of the facilities of the District.

## **ARTICLE XX**

### **MANAGEMENT RIGHTS**

- A. The Board retains all rights, powers and authority with which it was vested prior to certification of the Union, except as specifically limited by express provisions of this Agreement.
- B. This Agreement constitutes the sole and entire existing agreement between the parties and expresses all obligations of, and restrictions imposed on, the District and the Union, except as provided by Law.
- C. This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between the parties. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future endorsement of all its terms and conditions.

## **ARTICLE XXI**

### **NO STRIKE CLAUSE**

The Union agrees that, so long as this Agreement is in effect, neither the Union nor any of the employees covered by this Agreement shall engage in any strike, slowdown, stoppage of work, any disturbance on school property or other interference with work or threat or inducement of



the same, for any reason whatsoever. Any employee who violates any of the provisions of this Section, including any Union Steward or committeemen condoning or participating therein, shall be subject to disciplinary action, including discharge. The District agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of a school or any building shall not be considered a lockout.

## **ARTICLE XXII**

### **WAIVER CLAUSE**

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other 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 XXIII**

### **SUBCONTRACTING**

The policy of the District prior to the certification of the Union relative to subcontracting of work has been to operate on a fair and equitable basis. It is the intent of the parties that these practices will not be altered during the life of this Agreement.

## **ARTICLE XXIV**

### **INCLEMENT WEATHER**

In cases where the Superintendent of Schools dismisses or cancels school because of inclement weather the following procedures will apply:

- A. State of Snow Emergency, if declared, resulting in the Superintendent dismissing schools
  1. No deductions by the District. Regular pay and benefits will be maintained.
  2. No leave request is required.
  3. If the District needs to cover an assignment members of the unit are required to come in or remain on duty.
  4. Dismissal in the school buildings will be at the direction of the immediate supervisor, after the students and other staff have left.

5. Dismissal in buildings, other than school buildings, will be at the discretion of the immediate supervisor.
6. The work assignments on a **State of Snow Emergency** day are not voluntary. Work assignments must be at the direction of the Facilities Director, or designee.
7. Double time pay will be paid when a State of Snow Emergency day declared by St. Clair County has been acknowledged through the Federal Emergency Management Agency (FEMA); payment for the double time would occur when the District receives compensation from FEMA for reimbursable expenses.

#### B. SNOW DAYS

1. Every effort should be made to report to their duty station at the beginning of their prescribed shift.
2. If it appears that the employee is not going to be able to report at the prescribed shift start, then at least thirty (30) minutes prior to the start of the shift, notification should be made to his/her immediate supervisor, or Facilities Director. Unit members are expected to report to their assigned jobs as soon as they are able to arrange for transportation. In the event that the employee does not report to work or does not make an effort to contact either party, as listed herein, his/her pay for that day will be docked.

### ARTICLE XXV

#### SPECIAL CONFERENCES

The District agrees to continue to meet with representatives of the Union on a monthly basis to discuss the interpretation and administration of the Agreement as it relates to day-to-day activities. Each party has the right to request that the meeting be held; both parties can mutually agree to cancel a meeting for any month, if there are no matters to be discussed. These conferences are not meant to be an extension of the collective bargaining process; they are meant as informational meetings only.

### ARTICLE XXVI

#### MISCELLANEOUS

##### A. Non-discrimination

1. The District and the Union both recognize their responsibilities under Federal and State laws pertaining to fair employment practices as well as moral principles involved in the area of civil rights. Accordingly, both parties reaffirm, by this Agreement, the commitment not to discriminate against any person or persons because of race, color, national origin, sex, age, disability, height, weight, religion, or marital status.
2. Employees in the unit are not subject to disciplinary action for refusing to cross a picket line of another Union, if such action could endanger the personal safety of the employ-

ees, provided that such refusal shall in no way be detrimental to the public health and safety. The District, however, will not be obligated to pay wages of employees who do not work.

3. A classification may not be removed from the bargaining unit by merely changing the title or by modifying the classification specifications or for the purpose of undermining the Union.

## ARTICLE XXVII

### EVALUATION

- A. Evaluation of the effectiveness of the work performed by an employee is an important function of the administration. Without fairly exact knowledge of the strengths and weaknesses of the employee, guidance cannot operate to bring about a maximum of improvement.
- B. Evaluation, if it is to serve both a guidance and rating, must be a cooperative process. The employee should have an opportunity to familiarize himself/herself with the items listed on the form. This will serve the dual purpose of keeping, before the employee, the objectives he/she is expected to achieve and will provide an excellent basis for self-evaluation.
- C. This instrument (***see evaluation form on page 42***) is intended to remind an employee and the evaluator of the many different competencies that are important. It provides a basis for specific comments and discussions of present strengths and weaknesses, and suggests ideas for improvement. This evaluation is the formal report of the evaluation and will be filed permanently in the central office personnel file.
- D. The purpose of the evaluation is to accurately reflect the competencies exhibited by an employee in the performance of his/her job and to offer suggestions and assistance for improvement. A secondary function of the evaluation is that it may be part of the promotional or disciplinary process.
- E. Every non-probationary employee will be evaluated at least once every two (2) years on the evaluation form shown on ***page 42***. Employees receiving an acceptable evaluation will be evaluated once every two (2) years, unless they request to be evaluated more than once and the evaluator agrees to do the evaluation. Employees receiving an unsatisfactory evaluation may be evaluated more than once in two (2) years at the discretion of the evaluator, but limited to no more than one (1) evaluation per semester.
- F. It is the intent of the District that all matters in which a member of this bargaining unit is performing in an unsatisfactory manner be promptly brought to the employees attention, by means of a conference, where suggestions and reasonable time will be allowed to correct the problem.
- G. The evaluator will hold a conference with the employee upon completion of the evaluation and explain the evaluation and the particular rating given, as well as any comments on the evaluation. Within five (5) duty days after receiving the formal evaluation, the employee may request a second conference with the evaluator to again discuss the evaluation. An employee may attach comments concerning the evaluation on the evaluation form. Such comments will be included within five (5) duty days of either conference. If response is not

made within the time period stated above, then no response may be placed in the employee's personnel file.

- H. After one unsatisfactory evaluation, the employee will be placed on a 30-day probation at the appropriate probationary rate, to be retroactively adjusted to the non-probationary rate if the next evaluation within 30 days is satisfactory. If an evaluator rates an employee as "Needs Improvement" or "Unsatisfactory" on any of the categories, except the overall rating, the reason therefore shall be set forth on specific terms, as shall an identification on the specific way in which the employee is to improve.
- I. The evaluator, for the length of this Agreement, is the Building Principal or the line administrator responsible for said employee.
- J. In relation to the evaluation process, only matters of a procedural nature are subject to the grievance process.
- K. Employees who feel they have been evaluated unfairly may appeal their evaluation to the Division for Labor Relations / Operations, who will not have the authority to change the ratings on the evaluation, but will, within ten (10) days make a written determination as to the fairness of the evaluation. If he/she determines that the evaluation was not done fairly, he/she shall direct the administrator to redo the evaluation.
- L. The overall performance of this employee will be based upon the individual categories herein, but is not to be averaging of the numbers given in individual category evaluations.

**PORT HURON AREA SCHOOL DISTRICT  
EVALUATION FORM  
Teamsters Local 214**

EMPLOYEE=S NAME (Print) \_\_\_\_\_ DATE \_\_\_\_\_

POSITION TITLE \_\_\_\_\_ BUILDING ASSIGNED TO \_\_\_\_\_

SHIFT: Days \_\_\_\_\_ Afternoons \_\_\_\_\_ EVALUATION COVERING PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

How long has employee worked in this building? (months) \_\_\_\_\_ In this assignment? (months) \_\_\_\_\_

How long has employee worked under your supervision? (months) \_\_\_\_\_

Did employee receive training during this report period? \_\_\_\_\_

**PERFORMANCE RATING FACTORS (X)**

|  | <u>Rating :</u> | <u>Satisfactory</u> | <u>Needs Improvement</u> | <u>Unsatisfactory</u> |
|--|-----------------|---------------------|--------------------------|-----------------------|
| Follows direction of immediate supervisor<br>(See (1) below) | A. _____        | A. _____            | A. _____                 |                       |
| Attendance (See (2) below)                                   |                 | B. _____            | B. _____                 | B. _____              |
| Punctuality (See (3) below)                                  |                 | C. _____            | C. _____                 | C. _____              |
| Appearance (See (4) below)                                   |                 | D. _____            | D. _____                 | D. _____              |
| Conducts himself in a professional manner<br>(See (1) below) | E. _____        | E. _____            | E. _____                 |                       |

Ratings less than satisfactory must be supported by employee=s current job description and/or performance schedule.  
 Ratings less than satisfactory may result when employee's absences exceed his casual leave bank.  
 Ratings less than satisfactory may result when employee is tardy three times in a 90 day period or six times in a calendar year.  
 Ratings less than satisfactory may result when employee's appearance is not appropriate to his position.

OVERALL SUMMARY RATINGS: SATISFACTORY \_\_\_\_\_ NEEDS IMPROVEMENT \_\_\_\_\_ UNSATISFACTORY \_\_\_\_\_

The overall performance of this employee will be based upon the individual categories herein, but is not to be the average of the ratings given in individual categories above. In the case of "unsatisfactory" ratings, was a conference held previous to this evaluation where suggestions to correct the problems were made to the employee? \_\_\_\_\_ Date of such conference \_\_\_\_\_

Improvements or lack of improvements since last evaluation:

For all areas rated "Needs Improvement" or "Unsatisfactory", indicate below in specific terms the reason(s) for the rating(s) and the way(s) the employee is to improve. (Attach individual sheets if necessary)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

EVALUATOR'S SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

My signature indicates that I have received a copy of this evaluation. I do \_\_\_\_\_ do not \_\_\_\_\_ wish to attach comments to this evaluation.

**ARTICLE XXVIII**

**DURATION AND EFFECTIVE DATES**

- A. The effective date of this Agreement shall be July 1, 2010, except as otherwise provided herein and shall continue in full force and effect until midnight, June 30, 2012, and from year to year thereafter, unless prior to ninety (90) days before any expiration date, either party shall notify the other, in writing, of its desire to terminate the Agreement, in which event the Agreement shall terminate upon the expiration date of the year in which notice is given.
- B. The parties agree to annually reopen the Agreement for purpose of wages, benefits and any other issues mutually agreed upon.
- C. It is further agreed that, following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification or change upon termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

PORT HURON AREA SCHOOL DISTRICT

LOCAL NO. 214, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

By \_\_\_\_\_  
President of Board

By \_\_\_\_\_  
Chief Steward

and

\_\_\_\_\_  
Business Representatives

Date \_\_\_\_\_

Date \_\_\_\_\_

**“DISTRICT”**

**“UNION”**

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

## **Letter of Understanding/Intent**

### **FREQUENCY PERFORMANCE CHART**

The Frequency Performance Chart for Custodians (Standards Memorandum No. 12), dated December 2005 and revised May 2010 represents the basic minimal frequency requirements of the listed cleaning tasks.

The District agrees to consult with the Union prior to any revision of Standards Memorandum No. 12.

Individual performance schedules mutually developed by the building administrator, Facilities Director, Chief Steward or Designee and his/her custodial staff may be modified in accordance with the unique needs of specific buildings and their programs.

However, since District custodial staffing has been done on the basis of achieving basic uniform cleaning needs, greater cleaning frequencies in some areas may result in reduced frequencies in others.

## **Letter of Understanding/Intent**

### **BUS MECHANICS - FULLY LICENSED**

The District specifies that, with reference to the requirements that bus mechanics be fully licensed to operate school buses, bus mechanics will not be required to operate school buses except as necessary in their assignment to repair and maintain said vehicles (i.e. road testing, moving buses to and from repair facilities, and moving buses on District premises). The District further stipulates that bus mechanics will not be expected to operate school buses with passengers on board, unless the safety of such passengers would be threatened by failure to do so.



**SAFETY FORM**  
**PORT HURON AREA SCHOOL DISTRICT**

DESCRIPTION OF SAFETY PROBLEM:

SUGGESTED SOLUTION(S) (IF POSSIBLE):

DISPOSITION OF SAFETY COMMITTEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Building

\_\_\_\_\_  
Date