



MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
18530 Prospect Street
Melvindale, Michigan 48122-1596

**NON-TEACHING
COLLECTIVE BARGAINING CONTRACT**

9/1/2012 – 6/30/2014

Between

MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS

And

**TEAMSTERS LOCAL 214
NON-TEACHING UNION**

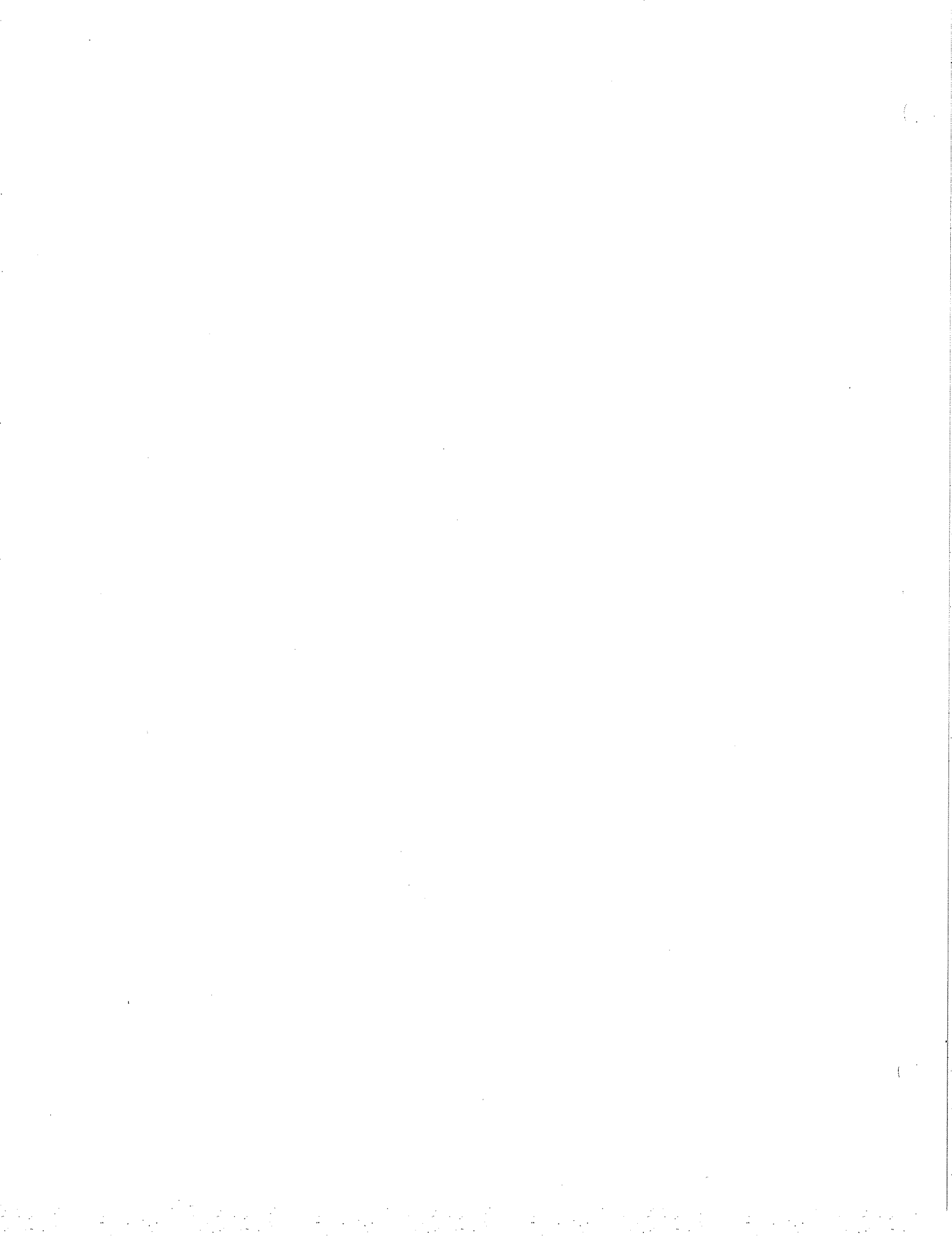


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CONTRACT BETWEEN THE MELVINDALE-NORTHERN ALLEN PARK PUBLIC
SCHOOLS AND TEAMSTERS LOCAL 214

PREAMBLE

This contract, between the Melvindale-Northern Allen Park Public Schools, hereinafter referred to as the Board, and the Teamsters Local 214, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Board and the Union, the establishment of an equitable peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I - RETENTION OF MANAGEMENT RIGHTS

This agreement is not intended to abrogate the statutory powers of the Board to make reasonable rules and regulations, to manage, and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public school system, subject however to any limitations to any such powers imposed by this agreement.

ARTICLE II - RECOGNITION

The Board recognizes the Union, Teamsters Local 214, as the sole and exclusive Bargaining Agent of all non-teaching employees, except Aides, and except Supervisors, as defined in Act 379, Michigan Public Acts of 1965, As Amended, for the purpose of establishing wages, rates, hours of work and other conditions of employment.

ARTICLE III - UNION SECURITY

Section 1

Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Union, or (2) pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Union dues collected from Union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

Section 2

The Board will notify the Union in writing within two (2) days of a Board resolution hiring a new employee in the bargaining unit.

Section 3

Pursuant to Chicago Teachers Union vs. Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections in Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Section 4

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlines in the TEAMSTERS LOCAL 214 Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10th) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year. Such deduction and remittance to the Union shall only occur if legal in the State of Michigan.

Section 5

Upon proper written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for tax-deferred annuities and credit unions. With mutual agreement of the Union and Employer, additional deductions may also be made.

Section 6

Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the Payment of non-payment of the representation Service Fee by the non-members shall be activated no earlier than thirty (30) days following the Union's notification to non-members of the Service Fee for that given school year.

Section 7

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- A) The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
- B) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- C) The Union shall have complete authority to compromise and settle all claims which it defends under this section.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with the Article III, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE IV - SENIORITY

Section 1

Seniority will be on a school district basis, will be defined as an employee's length of continuous service with the School District, since his/her last hiring date, and will commence after ninety (90) days of employment and be retroactive to the day the employee commences work. A temporary or substitute employee will not obtain or accrue seniority. Seniority commences with employment by Board motion. If two or more employees are hired on the same day, seniority commences with employment by Board motion. Except for clerical and head cooks, in the event of layoff, seniority preference will be granted to the Chief Steward **for that period of time he/she holds office.**

Section 2

Seniority will not be affected by the race, sex, marital status, color, religious creed, age, ancestry or national origin of the employee. The seniority list on the date of this contract will indicate the name and job title of each employee in the bargaining unit entitled to seniority. The Board will keep the seniority list up-to-date and will provide the local Union with an up-to-date copy at least every six (6) months.

Section 3

- A. The Board will be notified seven (7) calendar days in advance by an employee voluntarily terminating his/her employment. Failure of the employee to notify the Board may result in a loss of accumulated benefits. The employee may request a special conference to show extenuating circumstances for failure to give such notice.
- B. All seniority will be lost and the employee will be considered to have quit when an employee is absent for three consecutive working days without notifying the immediate supervisor. This will not be construed a permissive right for an employee to voluntarily absent himself/herself from employment. An employee is required to give immediate notice to their immediate supervisor (Clerical Supervisor, Cafeteria supervisor or Maintenance Supervisor) or designee of any intent to absent himself/herself from work except in case of emergency such as serious illness, death or accident to the employee or his/her immediate family.
- C. Over-extending a leave of absence, sick leave or over-extending a lay-off for more than five (5) days following a written request that the employee return to work, may result in loss of seniority. If the employee notifies the Board in writing within the five (5) days that the employee will return within five (5) additional days, and the employee does return accordingly, there will be no loss of seniority. (An employee will give notice as promptly as circumstances permit, as to when employee will return to work, and the Board will not be obligated to put employee to work on the day employee reports without such notice.)
- D. Seniority shall be lost due to termination, retirement or resignation. Seniority shall also be lost in case of a layoff, sick leave or Worker's Compensation status that exceeds total accrued seniority or two years, whichever is less.
- E. An employee shall not receive seniority hours for unpaid time.

ARTICLE V - STEWARDS AND UNION REPRESENTATION

Section 1

The employees in each group classification will be represented by one Steward. All Stewards will report to Chief Steward.

Section 2

The group classifications are as follows:

For Steward Representation

- A. Maintenance, Hall Monitors and Operations
- B. Clerical, Library Aides
- C. Cafeteria
- D. Transportation

For Posting and Bidding

- A. Maintenance
- B. Hall Monitors
- C. Operations
- D. Transportation
- E. Clerical
- F. Cafeteria
- G. Library Aides

ARTICLE VI - GRIEVANCE AND GRIEVANCE PROCEDURE

Section 1

A grievance is defined as a violation of any portion of this contract. A grievance may be filed by the Union representative or an employee, or group thereof, whose name or names will be listed in any written grievance filed. The grievance procedure has time limits for each given step and at any time the time limits are violated in any step by either party the grievance will be deemed lost by the violating party. Time limits may be extended by mutual agreement between both parties.

The statement of grievance will state the facts of the grievance, identify all provisions of the contract violated, indicate the relief requested, and be signed by the Union and employee.

Any individual employee, at any time may present a grievance and have a grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Collective Bargaining Contract. A copy of the grievance disposition will be given to the grievant and also to the Union.

Section 2

- A. Step 1. Within five (5) working days, (counted as days when the aggrieved person is actually on the job), following the act or condition, or discovery of the act or condition (Teacher Contract definition of discovery) which is a basis of a grievance, an employee must present the written grievance to his/her immediate supervisor. An employee may request the presence of a Steward, or in his/her absence, Chief Steward, at any stage of the Grievance Procedure. Within three (3) days after presentation of a grievance, the immediate supervisor will give their answer in writing to the employee and the Union a written explanation for reason of denial.
- B. Step 2. Within five (5) working days of the written answer from the immediate supervisor, the Union may request, in writing, a meeting with the Superintendent or designee. The Superintendent or his/her designee will meet with the Union within seven (7) working days after receipt of the request and answer the grievance in writing within five (5) working days of the meeting, unless a longer time is mutually agreed upon by the Union and the Superintendent.

An employee or the Union may request, in writing, a Board hearing upon receiving a written answer from the Superintendent only if the issue involves loss of contractual pay for disciplinary reasons; or disciplinary action that requires a Board hearing for contractual or statutory reasons.

The Board meeting, if requested, will be held within thirty (30) days of receipt of such a request. The Board will deliver its answer in writing to the grievant within ten (10) days of the conclusion of the hearing.

- C. If the Union is not satisfied with the disposition of the grievance by the Board at its hearing as described above, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. Written notice of intent to arbitrate shall be given to the Board within sixty (60) working days after Board's action. Arbitration shall be conducted under the jurisdiction and rules of the Federal Mediation & Conciliation Service (FMCS). The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 3

The Board will not be required to pay wages for more than five (5) days prior to the day the grievance was presented in accordance with the grievance procedure.

Section 4

Any grievance not advanced to the next step by the employee within the time limit in that step, or if no time limit is specified, within two (2) days, will be deemed abandoned. Time limits may be extended by the Board and the employee, in writing, and if so, the new time will prevail. If the Superintendent or the Board does not respond to a grievance within the time specified, the grievance will be granted.

ARTICLE VII - EMPLOYEE CLASSIFICATIONS AND WORKING CONDITIONS

Section 1 - Job Descriptions

The job descriptions, while not part of the negotiated contract, will be included in printed form as supplemental information.

Said job descriptions shall include title of job, reports to, job goal, performance responsibilities and job locator number.

These job descriptions shall also include reasonable qualifications required of the job, evaluation and other terms of employment as provided by the contract.

In establishing or updating job descriptions, management will meet with the Union to discuss such proposed changes.

Section 2 - Full-Time, 52-Week Employees

A full-time, 12-month employee is defined as one who is employed twelve (12) months or fifty-two (52) weeks per calendar year.

- A. The employee will work an 8-hour day.
- B. The work week will be five (5) days, forty (40) hours a week.
- C. The employee will work on days when school is not in session, except for legal holidays.
- D. Summer hours will be mutually agreed upon by the Union and the School District Administration. If an agreement cannot be made, the summer hours will be 7:30 am to 3:30 pm.

Section 3 - Full-Time, Less-than-52-Week Employees

A full-time, less-than-52 week employee is defined as an employee who is employed less than 52 weeks per school year.

- A. The work day will consist of 8 hours.
- B. The work week will consist of 40 hours.
- C. Less than 52 weeks employment does not include work on legal holidays, Christmas vacation and Spring vacation.
- D. If a 10-10½ month employee works the 12 months they will receive regular full-time benefits.
- E. The work week is Sunday through Saturday.

Section 4 - Permanent Part-Time Employees

A permanent part-time employee is defined as one on the permanent payroll who, because of the work schedule, works less than a full day, such as hall monitors, cafeteria worker, transportation, clerical, library aides, and operational.

- A. The employee will work on a straight hourly basis in accordance with the pay schedule.
- B. All new part-time hired employees whose contractual work load is three (3) hours or less will not have any bidding rights outside of their present pay classification. Any switching of classification by the above named individuals will be determined solely by the Board based on qualifications and experience.

- C. Only an employee grandfathered as of February 1993 will be given first consideration for advancement to full-time employment (subject to the provisions outlined in Article XIX, Section 3.)
- D. Current employees will receive CTO, holiday and vacation pay on a prorated basis. Employees hired after the ratification of this contract and awarded a position with less than four (4) hours per day will receive CTO and holiday pay on a prorated basis.
- E. Beginning the day on which a permanent employee works in a higher paying classification, the employee will receive the next higher rate of pay above the step in their regular classification for all time worked in a higher paying classification.
- F. Any extra run that continues a schedule will be paid at straight time. On any bus run over their regular schedule, a minimum of one hour will be paid with management having the right to assign work within classification for whatever time not used on the actual run, to one hour.

A permanent part-time bus driver will have priority over a substitute driver for hours beyond his/her regular scheduled hours. Management retains the right to assign all extra hours for bus runs.

If a bus driver does not accept an assignment, the bus driver with the next fewest number of extra hours to his/her credit will be offered the assignment. The least senior in this classification must accept the assignment.

- G. An employee will accumulate seniority on the basis of straight time established for the job for which he/she is entitled to compensation. If the employee goes to full-time status, the seniority acquired as a permanent part-time employee will be prorated on the basis of one day's seniority for each eight (8) hours work, to determine the amount of full-time seniority possessed as of the date full-time status is acquired.
- H. When the Strong Middle School afternoon bus run, which is the middle run (between the High School and Elementary runs), is moved because of an early dismissal situation, the drivers will be kept on the job at regular pay during the regular run times.

Section 5 - Substitute Employees

This group is not within the bargaining unit. An employee in this group may be a substitute for maintenance, transportation, clerical and cafeteria employees. An additional worker employed during the summer is included in this group.

ARTICLE VIII - WORK SCHEDULE, OVERTIME AND EXTRA HOURS

Section 1 - Regular Hours

- A. A regular full-time employee will be scheduled to work a regular shift, and each shift will have a regular starting and quitting time. A work schedule showing the employee shift, work days, and hours will be posted on bulletin boards.

Due to the unusual job requirements and the past practice between the parties that has been followed over the years, the groundsman's work day will be eight (8) consecutive hours within a twenty-four (24) hour period starting with the same time they are assigned to report to work either day shift or afternoon shift.

- B. Beginning the day on which the employee began work in a higher paying position, they will receive the rate of pay of that position at the employee's current step (highest rate) (this pertains to employees working out of classification, and to permanent part-time employees).

No supervision, certified personnel, parent, etc., shall assume regular duties of a bargaining unit employee if it results in the replacement or displacement of any bargaining unit employee nor shall they be used to work during a period of layoff.

Section 2 - Work Day

Eight (8) consecutive hours including a thirty (30) minute paid lunch period for all full-time employees within a twenty-hour (24) hour period, will constitute a regular shift, except for emergencies or unusual job requirements. Any employee required to remain on the school premises during their lunch period shall receive pay for same.

Section 3 - Work Week

The work week will be Sunday through Saturday, inclusive.

Section 4 - Overtime pay and Hours

- A. A full-time employee will receive time and one-half (1½) his/her regular hourly rate of pay for all work over forty (40) hours per week.
- B. A full-time employee will be paid double his/her regular hourly rate for work performed on a holiday, and for work performed on a Sunday for other than school sponsored activities.
- C. Weekend and holiday building inspection will be paid at the rate of time and one-half.
- D. Overtime in excess of both hourly and weekly limits will not be compensated more than once as overtime.
- E. An employee in one group classification will not be called to perform work in another group classification in order to avoid paying overtime; however, they may be used after it has been offered to all employees in the group classification.
- F. Notwithstanding anything herein to the contrary, all unit members will be paid \$9.00 per hour for "sitting time" when transporting students to field trips, including athletic trips, during the time that the driver is not actually driving. All drivers will remain with their buses during the field trips. Drivers will be guaranteed two (2) hours minimum driving time for field trips. For Saturday and Sunday field trips, including athletic trips, the driver will be paid two (2) hours at their current hourly rate for two (2) to four (4) hours of "on call" time, three (3) hours at their current hourly rate for over four (4) to eight (8) hours of "on call" time and four (4) hours at their current hourly rate for over eight (8) hours of "on call" time. To be eligible for this "on call" time, the driver must work the entire run for that day.
- G. Vacation days and CTO days shall not count toward computing weekly overtime. However, in the event of an emergency situation as determined by the Director of Maintenance, vacation time and CTO may be utilized toward computing weekly overtime. In no event shall overtime be paid in these situations without prior authorization from the Director of Maintenance.

Section 5 - Call-In Time

The following provisions are provided for an employee called back to work on weekends, holidays, and for emergencies, excluding building inspectors. Hours for building check will be one (1) hour for each building check at the rate of time and one-half. Failure and neglect to arm the building Security System may result in disciplinary action.

- A. A full-time employee will be paid a minimum of two (2) hours at time and one-half or may request two (2) hours of compensatory time at time and one-half for weekends and emergencies, and double time for holidays except as stated in this agreement. Request for compensatory time must be at least 48 hours in advance. Employees may accumulate compensatory time until the end of the school year, but must notify the Director of Finance no later than June 15 to be paid for the accumulated compensatory time. All compensatory time must be used by August 1.
- B. A permanent part-time employee will be paid a minimum of two (2) hours for work on weekends and emergencies. If the employee has met the forty hours per week requirement, they will be paid at time and one-half and double time for holidays except as herein stated in this agreement.

Section 6 - Extra Hours

Hours before and after the regular assigned hours in all classifications are considered extra hours. When the regular assignment plus the extra hours exceeds 40 hours in one week, the hours over 40 will be paid at time and a half. Extra hours beyond the regular daily assignment will be rotated within each building.

- A. The Chief Steward and a Board Representative will meet semi-annually to review rotated hours in accordance with the provisions of this contract.

Clarification:

- 1. In the case of any custodial absence the first people, if a sub is not available, will be the groundsmen.
 - 2. In the case of a night-shift absence, the groundsmen shall be given a 24-hour notice.
 - 3. If a day-time absence is involved, the groundsmen may be assigned directly.
 - 4. After the above are exhausted, the other custodial employees in each building will have the first right to work.
 - 5. All other custodial employees will be called in order of the extra time they have worked in inverse order.
 - 6. In the case of a new employee, he/she will start at the top as far as extra hours are concerned.
- B. Extra hours in central office will be filled by the regular person working in that position. When he/she is not available to work, it will be assigned to the next qualified person.
 - C. For bus drivers and bus aides, all extra hours following the normal school year to be assigned by seniority and rotated in two (2) week increments.

Section 7 - Work at Employees Option

For the purpose of this Article, time not worked because the employee does not choose to work will be charged against such employee to the extent of the number of extra hours worked during that period.

Section 8 - Absence Notification

Employees calling in to report their expected absence shall not be required to give a detailed explanation other than to identify the type of absence. Employees must call in at least one (1) hour prior to their scheduled start time to report an absence. Exceptions shall be granted to the one (1) hour notification rule in the case of emergency or circumstances beyond the employee's control.

ARTICLE IX - WAGE SCHEDULE

An employee will be compensated in accordance with the wage schedule in this contract. Newly hired employees will be compensated in accordance with the wage schedule for New Hires in this contract. The Director of Finance has established a Tier 3 Salary Schedule (See Appendix C) effective for all new hires under this agreement as follows:

- Schedule includes five (5) steps at 65%, 75%, 85%, 95% and 100% of hourly pay for each position.
- Tier 3 employees will have Tier 2 status regarding vacation time, CTO time, and sick banks.

When any position not listed on the wage schedule is established by the Board, the Board will designate the classification. Rate of pay, hours of work, and work conditions of a new classification and changes in rate of pay, hours of work and work conditions of an existing classification, are subject to negotiations.

Current employees who are below the top step on the Salary grid and qualified (at least one complete year at current step) on the effective date of this contract will advance a full step in each year of this contract. Current employees below the top step and NOT qualified on the effective date of this contract will receive a step increase on the anniversary date of employment in both years of the contract. Employees already at the top of the pay scale will receive a \$500 stipend for a full time, 8-hour per day employee in the first (1st) pay period after ratification of this agreement and again one year later. Said stipend will be pro-rated for less than full-time employees currently at the top of the pay scale.

ARTICLE X - PAID HOLIDAYS

Section 1 – Paid Holidays

- A. If a holiday falls on Saturday, holiday will be celebrated on the preceding Friday. If a holiday falls on Sunday, with the exception of Christmas Eve or New Year's Eve, it will be celebrated on the following Monday. If Christmas Eve and New Year's Eve fall on Sunday, the employee will receive an additional holiday or extra pay at the option of the employer.
- B. An employee will be paid for regular holidays occurring during the work week, if the day before and the day after have been worked, or if a CTO, vacation or sick day is used. If an employee is required to work, he/she will be paid at the rate of double time for the time worked.
- C. The holidays will be on a prorated basis based upon the number of hours of employment required by the job classification. Permanent part-time employees who work twelve (12) months will receive the same paid holidays as twelve months full-time employees, but on a prorated basis. An employee requested to work during Christmas, Easter and/or the summer break will receive the paid holidays that fall within this period.
- D. It is agreed that if any scheduled holiday days conflict with the need of the District to have employees present, the District and the Union will mutually resolve the conflict so that the educational program is not impacted. In any case, employees will receive the same number of paid holidays.
- E. Mandatory Easter break shutdown for four (4) days for 52 week employees. Employees will bank the 4 days of Vacation on July 1.

Section 2 - Paid Holidays for Full-Time, 12-Month Employees

New Year's Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Friday following Thanksgiving
December 24th
Christmas
December 26th when Christmas falls on Thursday
December 31st
Good Friday
Easter Monday
Winter Break (2 days)

Section 3 - Paid Holidays for Full-Time, Less-Than-52-Week Employees

Memorial Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
December 24th or December 31st
Christmas Day or New Year's Day
December 26th when Christmas falls on Thursday
Good Friday
Winter Break (2 days)

Section 4 - Paid Holidays for Permanent Part-Time Employees

Memorial Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
December 24th or December 31st
Christmas Day or New Year's Day
December 26 when Christmas falls on Thursday
Good Friday
Winter Break (2 days)

- A. Current employees will receive CTO, holiday and vacation pay on a prorated basis. Employees hired after the ratification of this contract and awarded a position with less than four (4) hours per day will receive CTO and holiday pay on a prorated basis.

ARTICLE XI – INSURANCE

Eligibility for Hospitalization, Prescription, Dental & Optical Insurance:

Employees hired for four (4) hours and up, their spouse, dependent children to the end of the year in which they turn 19 and dependent full-time college students to age 25 or as required by law.

Subject to ratification of this contract, any employee hired into this Unit shall not receive insurance benefits except in the following classifications: Clerical, Cafeteria, Bus Driver, and Transportation Coordinator.

Prior to the second year of this agreement a duly authorized representative of the Melvindale Northern Allen Park Board of Education or a duly authorized representative of the Teamsters Local 214 may request a meeting to discuss consideration of health care options.

Section 1 – Hospitalization and Prescription Insurance

(Pro-rated for employees hired for four (4) hours and up)

- A. Except as limited below, the Board will provide Health Alliance Plan (HAP) Health Maintenance Organization (HMO) Plan (or comparable provider) insurance and prescription coverage for full-time employees hired prior to February 1, 2011 and for the duration of this contract. (See HAP HMO benefit summary attached in Appendix B and Part E below.)
- B. A permanent part-time employee (four (4) hours up to, but not including eight (8) hours per day) will receive a prorated share of benefits prorated on an eight hour day. Current employees, other than full-time, contributing to health care cost-sharing based on a prorated formula of regular work hours, will pay no more than 50% of the total cost of the health care premium.
- C. The Board will make no direct payment to any other insurance carrier, except as authorized above, for hospitalization.
- D. In the event a permanent full-time employee elects to waive coverage under the District's health care plan, she/he shall be compensated at a rate of six hundred dollars (\$600.00) per contract year, payable the first check in November. This shall be known as "Coverage Waiver Compensation" (Cash in lieu of health and prescription insurance.) To be eligible to receive this payment, the employee must show proof of coverage under an alternate plan. If the employee loses coverage (for example, by the death of spouse, or if spouse loses his/her job), the employee shall be eligible to re-enroll under the District's health care plan by reimbursing the District one-twelfth (1/12) of the buyout per month left in the contractual year of coverage, subject to the approval of the insurance carrier. The employee must show proof of a loss of coverage.
- E. Any other provision of this agreement notwithstanding, all employees shall be liable for a portion of the premium payment for their hospitalization and medical insurance and prescription coverage. For the duration of this agreement and until changed by the parties; an eight (8) hour per day (full-time) employee will pay twenty percent (20%) in year one of this agreement and twenty percent (20%) in year two of the total cost of their hospitalization, medical insurance, and prescription coverage. Employees hired after March 22, 2004 will pay twenty percent (20%) of the total cost of the premium payment for their hospitalization, medical insurance, and prescription coverage. All payments will be made through payroll deduction. Pursuant to State statute the Board of Education may choose the "hard cap" or to pay no more than 80% of the insurance premiums. Each year, prior to making said decision, the Board and the Union will meet to discuss said decision.
- F. Any TEAMSTERS LOCAL 214 member must select the waiver coverage as stated in Article XI, Section 1, D, if their spouse is employed by the district and is receiving insurance coverage through the school district.

Section 2 - Full Dental Insurance Plan

(Prorated for employees hired for four (4) hours and up)

The Board will provide fully-paid Cigna Dental PPO (or comparable provider) dental insurance. (See Appendix B for benefit summary.)

**Section 3 - Optical Plan
(Prorated for four (4) hours and up)**

Benefits provided through National Vision Administrators, L.L.C. (NVA) (or comparable provider) are available once every 12 months with minimum coverage as described in Appendix B., Schedule of Vision Benefits.

Section 4 - Group Life Insurance

- A. The Board will provide Group Life Insurance, Accidental Death and Dismemberment coverage on the following basis:

Hours of Employment Per Day	Amount of Group Life and Accidental Death and Dismemberment
7 hours or more	\$30,000
4 hours through 7 hours	\$25,000
Over 2 hours and under 4 hours	\$10,000

- B. A new permanent employee will be covered as of the first of the month following the date of hire. A beneficiary form must be completed and signed prior to the effective date of coverage.

Section 5 – Long-Term Disability

The Board shall provide, at no cost to the employee or bargaining agent, a policy which will guarantee an employee who is unable to perform his/her duties because of illness or conditions physical or mental (excluding the following conditions of Appendix A).

The employee is responsible to use leave days (CTO, vacation and/or Sick days/hours) to be paid through the first sixty (60) calendar days of the illness. If the employee does not have leave days to use, these days will be unpaid (docked). On the sixty-first (61st) calendar day of illness the insurance program will start and continue payments, according to the specifications of the policy, providing the employee provides a statement from the doctor stating the illness and that the employee is unable to perform one hundred percent (100%) of his/her duties.

The coverage and benefits are defined in Appendix A and consist of a sixty (60) day elimination period with a monthly benefit of 66.66% for the first 12 months and 60% thereafter of Covered Monthly Earnings; the benefits are of the minimum allowed by the contract and only an increase of benefits will be accepted. All other procedures, definitions and requirements will not be changed or altered. All future policies cannot deviate from the specifications detailed in Appendix A. The carrier will be the sole decision of the Board providing the Union has the guaranteed right to eliminate or refuse any carrier which does not meet all specifications in Appendix A before Board adoption of carrier.

- A. An employee receiving benefits from the insurance company will be considered on sick leave for the length of the disability and will be deemed to be on continued employment for the purpose of computing all benefits except as herein stated. When the employee goes on disability, the position must be posted after ninety (90) calendar days on a temporary basis.

When a permanent employee returns, the employee is guaranteed their former position until the disability exceeds two (2) years and then the returning employee would have to go to a position to which his/her qualifications and seniority allow. After the employee is on disability two (2) years or retires, the position will then become permanent to the employee who received it through temporary posting. Those who were previously grandfathered will continue to be grandfathered.

- B. Any forms filled out by the employee in order to collect benefits from the company, or any other processes or procedures required by the insurer, will not be used by the Board or its agents to negate or modify any of the employee's contractual or statutory rights with the Board of Education, other than those financial rights replaced by the policy. It will be clear that such requirements are being followed for financial benefits only.
- C. Upon exhaustion of all CTO, vacation and Sick time, the Board shall continue to pay the premium for health and life insurance for two (2) months following an employee's disability, provided the employee copay is submitted to the district in a timely manner as requested. The employee will be able to continue healthcare and prescription coverage and life insurance at group rates beyond the two (2) months, provided he/she makes the full payment at their own expense. An absence of more than three consecutive days must be evaluated to determine qualification for Family Medical Leave Act (FMLA) protection. FMLA's allow the employee to keep all insurance coverage intact for up to 12 weeks. LTD shall be started on the sixty-first (61st) calendar day (start of the insurance program). District leave-days and FMLA's run concurrently up to and including the start of LTD.

Failure of the carrier to meet the provisions of this contract will result in the Board and the Union initiating appropriate legal action to protect this provision of the contract. Cost to be shared equally.

The Board will not pick-up income tax on vouchers paid by any insurance carriers.

Seniority will continue to accrue for the first one hundred (100) days of a qualified disability after which it will be frozen.

ARTICLE XII - WORKER'S COMPENSATION, INJURY AND ILLNESS

Section 1

An employee sustaining any injury arising out of and in the course of employment by the Board will be compensated in accordance with the provisions of the Michigan Worker's Compensation Act. Further, the Board will pay to the employee a sum which, inclusive of Worker's Compensation and other disability benefits, with total not to exceed 80% of the employee's regular wage while the employee is unable to return to work, for not to exceed one calendar year. Thereafter, sick days may be used.

Section 2

When an employee is able to return to work, he/she will be reinstated in his/her former or a comparable position. If the employee is unable to perform the work, a special conference will be held between the Union and the Board for the purpose of determining if the employee is able to perform other work in a different job classification. If the Union and the Board are unable to agree, the Board's decision will be final.

Section 3

Before returning to work after an operation, serious injury or serious illness, the employee must present to the Board's Central Office a statement from a medical doctor stating that the employee has satisfactorily recovered and is able to return to work.

Section 4

In the event of a dispute involving an employee's ability to perform his/her work on his/her return to work from a lay-off or leave of absence of any kind, the Board's doctor and the employee's doctor will agree upon a third doctor who will submit a written report to the Board and the employee. The decision of such a third doctor will be binding on both parties. The expense of the third doctor will be shared equally by the Board and the Union.

ARTICLE XIII - LONGEVITY AND SEVERANCE PAY

Section 1 - Longevity

For a permanent full-time employee, longevity will be made in one lump sum at the end of each year prior to June 30th.

9 years	\$200
10	\$225
11	\$250
12	\$275
13	\$300
14	\$350
15	\$375
16	\$425
17	\$500
18	\$550
19	\$575
20	\$700
21	\$725
22	\$800
23	\$875
24	\$950
25	\$1200

Any employee eligible for longevity pay will be deemed to have earned a year's longevity by March 31, in any fiscal year. Any employee severing employment with the school district after March 31 will be paid a full year longevity. Any employee severing employment with the Board on or before March 31, will not be eligible for any longevity pay for that year.

Section 2 - Severance pay

All employees hired prior to June 30, 1990 will have the option to receive a one-time buyout for all hours accumulated in the twenty-nine (29) day Disability Bank to eliminate this provision. This buyout will be at one half (.50) of their June 30, 2006 hourly rate. If the employee does not choose the buyout, these hours will be transferred to the Sick Bank (see Article XV). All other employees not eligible for severance pay will have their accrued days/hours transferred to the Sick Bank.

There will be no severance paid for any of the Carry Over twenty (20) days or one hundred sixty (160) hours. All employees that have days/hours accumulated in the Carry Over Bank shall have these days/hours transferred to the Sick Bank.

ARTICLE XIV - VACATIONS

Section 1

A. The vacation plan for the full-time, 12-month employees will be as follows for Tier I employees:

After 1 year through 6 years	10 days
7 years through 10 years	15 days
11 through 19 years	20 days
20 + years	25 days

The vacation plan for the full-time, 12-month employees will be as follows for Tier II employees (hired after July 1, 1999):

After 1 year through 4 years	5 days
5 years through 10 years	10 days
11 years and more	15 days

B. The amount of vacation to which an employee is entitled will be determined as of July 1st of each year. An employee will submit their vacation request in writing at least three (3) weeks in advance of the requested time off to their immediate supervisor. The supervisor will post the status of a vacation request no later than two (2) weeks after the request is submitted.

1. Employees going from a part-time to a full-time position will have their vacation time prorated from July 1st of each year.

C. Regular vacation is during the fiscal school year. For the custodial and groundsmen the calendar year will consist of fifty-two (52) weeks. No vacation time will be approved for the week after school closing or the week before school opening.

No more than 3% of the employees will be permitted to take vacation when school is in session.

Section 2

A. Vacation days for full-time, less-than-52-week Tier I employees:

After 1 year through 9 years To be taken:	8 days 3 days at Christmas 5 days at Easter
10 years through 15 years To be taken:	13 days 5 days at Christmas 5 days at Easter 3 days that can be used during school year by arrangement with immediate supervisor or carried over to the Sick Bank
16 years on up	14 days 5 days at Christmas 5 days at Easter 4 days that can be used during school year by arrangement with immediate supervisor or carried over to the Sick Bank

Vacation days for full-time, less-than-52-week Tier II employees (hired after July 1, 1999):

After 1 year through 4 years To be taken	5 days 3 days at Christmas 2 days at Easter
5 years through 10 years To be taken	7 days 4 days at Christmas 3 days at Easter
11 years and more To be taken	10 days 5 days at Christmas 5 days at Easter

- B. The amount of vacation to which an employee is entitled will be determined as of July 1st of each year.
1. Employees going from a part-time to full-time position will have their vacation based from their equated date.

Section 3

Unused vacation days may be carried over from one contract year to the next contract year to be entered into the Sick Bank (See Article XV, Section 2, Part A.) If vacation days are given for a holiday (See Section 2 of this Article), a request to be unpaid for that holiday will not be granted.

Article XV - LEAVE OF ABSENCE, COMPENSATED TIME OFF (CTO)

Section 1 - Leave of Absence

- A. A request for leave of absence will be made to the Board in writing. Leave of absence may be granted to an employee for a period not to exceed six months. Upon Board approval, it may be extended for an additional six months. The Board will not arbitrarily refuse a request for a leave. Position to be posted within seventy-two (72) hours of Board approval for any leave of absence three (3) months or over.
- B. An employee will not accrue seniority during a leave of absence nor receive pay or benefits except as herein otherwise indicated.
- C. If the employee appears for work without giving proper advance notice of his/her return from leave, the Board may refuse him/her permission to work and deduct his/her regular daily wage.
- D. Any employee on leave of absence accepting employment while on leave will be terminated.
- E. Necessary lay-offs pursuant to Article XX will constitute basis for halting leave benefits.

Section 2 - CTO

- A. A full-time twelve (12) month Tier I employee will accumulate two days/or sixteen (16) hours of compensatory time off on July 1 of each school year. Thereafter, one (1) compensatory time off day/or (8 hours) will accumulate for each month the employee receives pay but not to exceed a total of fourteen (14) days/or one hundred and twelve (112) hours per year. An employee's absence will be chargeable to his/her earned compensatory-time-off (CTO) bank.

Employees working 10-10½ months will accumulate two days of compensatory time off on July 1 of each school year. Thereafter, one (1) compensatory time off day will be accumulated for each month the employee receives pay but not to exceed a total of twelve (12) days per year. Days will be converted to hours based on the employee's standard daily hours worked. An employee's absence will be chargeable to his/her earned compensatory time off (CTO) bank.

An employee may carry any unused CTO days to be entered into the Sick Bank from one contract year to the next contract year prorated to full-time. Once these days/hours have been entered into this bank, the days/hours are considered sick days/hours. No compensation or severance will be paid for any of these days/hours. These sick days/hours can only be used for illness or injury. If three (3) consecutive sick days are used out of the Sick Bank, a physician's script (M.D. or D.O.) shall be required for days thereafter. The script shall be presented on the fourth (4) day. Any employee that has exhausted all CTO, vacation and sick bank days/hours must submit a physician's script (M.D. or D.O.) for each day of absence. The script(s) shall be presented on the fourth (4) day and/or employee return to work.

If an employee uses sixty (60) consecutive days for a personal illness or injury, he/she will be required to use a Long-Term Disability leave (See Article XI, Section 5 of this contract.) If an employee requests to use sick days/hours for the care of a sick member of the immediate family, he/she will be required to utilize a Family Medical Leave (if eligible) concurrently with the use of the sick days/hours.

During high peak times, the district may restrict the number of employees allowed to use CTO days. This restriction will not include employees off for medical reasons or for extenuating circumstances. The District and Union will mutually determine the high peak times.

- B. A full-time (12 month) Tier II employee (hired after July 1, 1999) will accumulate one (1) day or eight (8) hours per month of compensatory time off for each month the employee receives pay but not to exceed a total of twelve (12) days or ninety-six (96) hours per year. An employee absence will be chargeable to his/her earned compensatory-time-off (CTO) bank.

Tier II employees working less than 52 weeks per year will accumulate one (1) day per month for each month that the employee receives pay but not to exceed a total of ten (10) days or eighty (80) hours per year.

Days will be converted to hours based on the employee's standard daily hours worked. An employee's absence will be chargeable to his/her earned compensatory-time-off (CTO) bank.

Section 3 - Sick Leave

Employees may accrue an unlimited amount of unused days/hours into a Sick Bank. These unused days/hours are carried over from the prior year's CTO and/or vacation banks and can only be used for illness or injury. These days may only be used by an employee after exhaustion of all current year CTO days. If after three (3) consecutive Sick Bank Days are used, a physician's script (M.D. or D.O.) shall be required. The script shall be presented on the fourth (4th) day.

- A. A deduction will be made on an employee's final check for CTO days used in excess of earned CTO days.
- B. Expected absences and return to work will be reported to the employee's immediate supervisor. As much advance notice will be given as soon as possible, preferably eight (8) hours before the start of the employee's scheduled duties except as otherwise indicated. Failure of notice may result in deduction of wages.
- C. No deduction in pay will result from absence from duty while an employee is on CTO days until his/her absence exceeds accumulated Sick Days.
- D. An employee will not accumulate compensatory time off for any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- E. The Board portion of Hospitalization, Prescription and Group Life Insurance premiums will continue to be paid by the Board to cover the extended illness of an employee for not to exceed two (2) months, following the total use of accumulated days, or up to twelve (12) weeks of a FMLA, provided the employee copy of the premium is submitted to the district in a timely manner as requested.
- F. Any employee that has exhausted all Current CTO and Sick bank days/hours shall submit a physician's script (M.D. or D.O.) for each day of absence. The script shall be presented on the fourth (4) day.
- G. If an employee uses sixty (60) consecutive days for a personal illness or injury, he/she will be required to use a Long-Term Disability leave (See Article XI, Section 5 of this contract.) If an employee requests to use sick days/hours for the care of a sick member of the immediate family, he/she will be required to utilize a Family Medical Leave (if eligible) concurrently with the use of the sick days/hours.
- H. After the exhaustion of all current CTO and Sick bank days, a physician's script (M.D. or D.O.) shall be presented upon return to work to use a vacation day.

Section 4 - Maternity Leave and Child Care Leave

- A. The Board of Education may grant an employee a child-care leave for six (6) months or less without pay or seniority, upon a written request for such a leave. Upon the exhaustion of the leave, the employee would return to her former position provided appropriate medical certification by her doctor stating that she is able to return to work is presented to the Superintendent of Schools, and provided further that her position is available and it being the time of year that she would normally work. An employee will be required to give a two-week notification prior to return to former position.
- B. An employee who suffers an interrupted pregnancy, still birth or death of any child for whom she received child-care leave, may (upon application to the Superintendent) be returned to service after appropriate medical certification by her doctor or the school physician, prior to the completion of said child-care leave provided that her position is available; it being the time of year that she would normally work.
- C. In the event that a member of the bargaining unit legally adopts a child, a child-care leave may be requested through the Board of Education.
- D. It is agreed that the failure of any employee to comply with any of the foregoing requirements shall be just cause for termination of her services. Prior to termination of services and if requested by the employee, a

hearing before the Board will be granted allowing the employee and the Union to present their case. Request for a hearing must be made within five (5) days of notification of termination of services.

Both the Maternity and Child Care Leaves are covered under Article XI, Section 5 (Long-term Disability) and the Family Medical Leave Act of 1993. During the Family Medical Leave, the eligible employee must use all days prior to going on unpaid status.

Section 5 - Funeral leave

An employee will be allowed three (3) days funeral leave which must be taken consecutively for each death in the immediate family. The funeral shall be within the three (3) consecutive days. In the case of funerals which require an out-of-town trip, extra days may be requested using vacation/CTO time with written proof supplied. The immediate family will be defined as spouse, child, parent, father-in-law, mother-in-law, grandparents, brother, sister, son-in-law, daughter-in-law, grandchildren and other individuals living in the household of the employee being included in the definition under funeral leave.

Section 6 - Jury Duty

Upon notice of jury duty, an employee will immediately notify the immediate supervisor. An employee called for jury duty participation during his/her employment hours will be paid the difference between what he/she received as a juror and the regular wages he/she would have normally received from the employer if employed, providing he/she notifies his/her immediate supervisor within seven (7) days of receipt of notice. Seniority and increments will accumulate according to the salary schedule.

Section 7 - Military Duty

An employee who may enlist for one period of not to exceed four (4) years or be conscripted into the defense forces of the United States for service or training, will be re-employed upon termination of service, in his/her previous position, in line with his/her seniority, at the current rate of pay for such work, unless circumstances have so changed as to make it impossible or unreasonable to do so, in which event he/she will be offered such employment as may be available in line with his/her seniority or work which is similar to that which he/she was doing before he/she left, at the current rate of pay for such work, provided he/she has been honorably discharged, or honorably separated, and is physically able to do the work and provided further that he/she reports to work within 60 calendar days after discharge or separation.

Section 8 - Union Representation

An employee elected to any union office to do work which takes him from employment with the Board, at the written request of the Union, will be granted leave of absence for not to exceed one (1) year, subject to renewal upon request of the Union and at the discretion of the Board.

An employee selected by the Union to participate in any other Union activity will be granted a leave of absence at the request of the Union. A leave of absence for such activity will not exceed one (1) year, but leave may be renewed or extended for a similar period upon the request of the Union at the discretion of the Board. Such leave will be limited to one employee at a time. Seniority will accumulate. Upon returning, the employee will be re-employed in the same group classification.

Section 9 - Secretarial/Clerk Overtime

Secretarial and clerk classifications shall have the option of choosing paid time and one-half (1.5) or compensatory time at one and one-half (1.5) for each hour worked in excess of 40 per week. Employees shall notify the school of their choice before the end of the pay period in which the overtime occurs. It is understood that extra hours during peak periods may be required by the school, with prior notice, and that employees may be required to work extra hours in case of another employee's absence.

Section 10 - Professional Business

The Board will provide five (5) days per year for one Union delegate or the Chief Steward to attend Union conventions or meetings.

If an employee is engaged in activity or business under the direction of the Board, the employee will not be regarded as absent even though such activity might require the employee's presence at a place other than that of his/her regular assignment.

The Chief Steward (or his/her designee) of the Union will be given four (4) hours of release time per week with pay (non-cumulative) to take care of union matters.

ARTICLE XVI - BULLETIN BOARDS

Section 1

The Board will provide a bulletin board to each building to be used by the Union for posting notices of the following types;

- A. Notices of recreational and social events.
- B. Notices of Election.
- C. Notices of results of Elections.
- D. Notices of meetings.
- E. Overtime lists.
- F. Collective bargaining contract and supplements - Individual copies of District Calendars, Personnel Directory and Collective Bargaining Contracts will be provided to each building for posting. Electronic copies will be available.

A copy of materials posted on bulletin boards and placed in mail boxes will be submitted to the Board's Central Office.

ARTICLE XVII - SPECIAL CONFERENCES - EXECUTIVE BOARD/MANAGEMENT CONFERENCES

Section 1

A special conference for important matters will be arranged between at least two (2) representatives from the Union and two (2) representatives of the Board upon the request of either party. Arrangements for such special conference will be made in advance and a written agenda of the matters to be considered will be presented at the time the conference is requested. Said conference shall be held at mutually agreed to times.

Section 2

To facilitate improved understanding of operational procedures and personnel matters as they relate to mutual concerns, quarterly meetings shall be conducted during the fiscal year. Arrangements for these meetings shall be made as in Section 1. Additional meetings may be called by either party.

ARTICLE XVIII - UNION ACTIVITIES

Section 1

The Board agrees that during working hours, on the Board's premises, and without loss of pay, Union representatives will be allowed to:

- A. Collect initiation fees and assessments and any Union dues not collected through payroll deductions.
- B. Post Union notices.
- C. Distribute Union literature.
- D. Solicit Union membership during other employee's non-working time.
- E. Attend negotiating meetings with Board Negotiation Team.
- F. Transmit communications, authorized by the local Union or its officers, to the Board or its representatives.
- G. Consult with the Board, or its representatives, concerning the enforcement of any provisions of this contract.
- H. Process grievances.

Time away from the job must be kept to a minimum. Except in performance of the duties as set forth above, no employee will engage in activities during working hours that detract from the performance of his/her duties and responsibilities. The privilege of conducting Union activities as set forth above will not be abused.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

Section 1 - Mileage Allowance

- A. An employee required to drive his/her automobile within or outside the School District as part of his/her regular duties, will be reimbursed at the rate per the Internal Revenue Service standard mileage allowance for that calendar year.
- B. The Board will reimburse any employee required by the Board to have a chauffeur's license the difference between a chauffeur's license and a driver's license. However, employees who work for another employer who also requires a chauffeur's license, if this work is performed during regularly scheduled hours of employment with the Board, shall be required to reimburse the Board its cost.
- C. Employees who cease employment with the district during the term of the license shall reimburse the Board a pro-rated position of the chauffeur's license fee.

Section 2 - Uniform and Protective Clothing

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device will be furnished to the employee by the Board. The cost of maintaining the uniform or protective clothing in proper working condition is the responsibility of the Board (includes tailoring, dry cleaning, and laundering; cafeteria apparel not included).

Section 3 - Job Postings, Vacancies and New Positions

- A. Vacancies and assignments will be filled according to ability and qualifications. The Employer may utilize testing to determine ability and qualifications. If ability and qualifications are equal, seniority will control.
- B. A job becoming open will be posted for bid within five (5) days, by the Superintendent. Any employee (with the exception of those working three (3) hours or less who were hired after January 25, 1993) interested in bidding for the job will submit a written bid to the Superintendent within the time specified in the notice, provided the employee will have at least five (5) days to submit a bid. Follow-up Temporary positions will be posted for bid within 30 days by the Superintendent. All positions remaining open after the bid process will be filled with substitute employees. If the job is not desired by any employee, the Superintendent may recruit an employee. If the job is not filled within thirty (30) days from the close of bidding time, the job will be reposted.
- C. Before a job opening is filled, the Superintendent will discuss the same with the Union Chief Steward and group classification Steward.
- D. Upon Board approval, an employee obtaining a job through posting will be immediately transferred to his/her new position within two (2) days.
- E. An employee whose job is abolished will be entitled to any classification to which his/her seniority and qualifications warrant.
- F. In any necessary reduction in staff, a senior employee will be given preference over a junior employee, provided he/she has the qualifications and ability to do the job. Work loads may be changed as a result of a necessary reduction in staff.
- G. 1. A probationary period of ninety (90) days is required of a new employee. Any employee absent more than five (5) consecutive days during their 90-day trial period will resume their 90-day trial period at the number of days left when the interruption occurred. The Employer's decision as to whether the probationary employee will be continued or not shall be left to the discretion of the Employer. The Employer's decision shall not be subject to the arbitration section of this contract and is not arbitrable.

2. When an employee, other than a new employee, is awarded an open position, he/she will be granted a fifteen (15) work day trial period for a clerical position or five (5) work day trial period for a non-clerical position to determine his/her desire to remain in the position and his/her ability to perform the work. During the trial period, the employee may return to this former job. If the Board determined that the employee is unable to satisfactorily perform the work and returns him to his/her former position, the Union may request that the Board submit its reasons for such action in writing, with a copy furnished to the employee. The matter may then become a proper subject for the second step of the grievance procedure. The next senior employee who bids will be awarded the position, without a reposting. Each school semester a bid pool will be held for bus drivers and bus aides. These bid pools will be conducted by the Union and all decisions and assignments will be effective for the entire semester. The fifteen (15) or five (5) work day trial period does not apply to these positions and bid pools.
 3. An employee hired or rehired on or after June 15, 1990 shall be paid a hiring-in rate of 85% of the negotiated classification rate of the job to which he/she is assigned.
 - a. Upon completion of one year of employment (52 weeks) such employee shall receive an increase to 90% of the negotiated classification rate of the job to which he/she is assigned.
 - b. Upon completion of two years of employment (104 weeks) such employee shall receive an increase to 95% of the negotiated classification rate of the job to which he/she is assigned.
 - c. Upon completion of three years of employment (156 weeks) such employee shall receive the full negotiated classification rate of the job to which he/she is assigned.
 4. An employee hired or rehired on or after July 1, 1999 shall be paid a hiring-in rate of 85% of the negotiated Tier 2 classification rate of the job to which he/she is assigned.
 - a. Upon completion of one year of employment (52 weeks) such employee shall receive an increase to 90% of the negotiated Tier 2 classification rate of the job to which he/she is assigned.
 - b. Upon completion of two years of employment (104 weeks) such employee shall receive an increase to 95% of the negotiated Tier 2 classification rate of the job to which he/she is assigned.
 - c. Upon completion of three years of employment (156 weeks) such employee shall receive the full negotiated Tier 2 classification rate of the job to which he/she is assigned.
 5. An employee hired or rehired on or after September 1, 2012 shall be paid a hiring-in rate of 65% of the negotiated Tier 3 classification rate of the job to which he/she is assigned.
 - a. Upon completion of one year of employment (52 weeks) such employee shall receive an increase to 75% of the negotiated Tier 3 classification rate of the job to which he/she is assigned.
 - b. Upon completion of two years of employment (104 weeks) such employee shall receive an increase to 85% of the negotiated Tier 3 classification rate of the job to which he/she is assigned.
 - c. Upon completion of three years of employment (156 weeks) such employee shall receive an increase to 95% of the negotiated Tier 3 classification rate of the job to which he/she is assigned.
 - d. Upon completion of four years of employment (208 weeks) such employee shall receive the full negotiated classification rate of the job to which he/she is assigned.

(See Salary Schedule - Non-Teaching Personnel - New Hires – Appendix C)
- H. Postings will include job classification, a reference to job description supplement to this contract, number of hours per day, number of weeks per year, rate of pay, building and area. After a job is filled, the Board will not make any changes arbitrarily.

Section 4 - Discipline and Discharge

- A. Except in unusual circumstances requiring action in the best interest of the School District, an employee may be disciplined only for failing to fulfill his/her responsibilities as an employee. Any discipline imposed may be processed through the regular grievance procedure. The Union may appeal suspension or discharge directly to the Superintendent of Schools.
- B. Except in unusual circumstances requiring immediate action in the best interest of the School District, disciplinary procedure will be as follows:
 1. Verbal warning by appropriate administrator.
 2. Written warning by appropriate administrator.
 3. Suspension with pay pending a "just cause" hearing.
 4. Suspension without pay.
 5. Dismissal for just cause only.

- C. It is understood that the concept of progressive discipline does not require that each disciplinary step must be exhausted before the next is imposed. Likewise the concept does not mean that the imposition of one step requires that a subsequent, similar breach of contract calls for the imposition of the next step. The purpose of progressive disciplinary action is to correct the breach of contract at the lowest effective step and discipline will be determined by the severity of the offense, the number of occurrences and other related factors.
- D. An employee's record will be cleared if there are no infractions for a period of two (2) years.
- E. An employee who is unnecessarily absent from their duties in excess of the number of days contractually provided will be disciplined as follows:
 - 1st Absence – 3 day unpaid suspension
 - 2nd Absence – 5 day unpaid suspension
 - 3rd Absence – Termination

Section 5 - Rest Period

- A. An employee will be permitted to take a fifteen (15) minute break with the immediate supervisor's knowledge in the first half and second half of each shift, provided regularly scheduled work is not disrupted.
- B. An employee who works beyond the regular quitting time into the next shift will receive a fifteen (15) minute rest period before he/she starts to work on such next shift, in addition to the regular rest periods that occur during the shift.

Section 6 - Meal Periods

A full-time employee will be granted an uninterrupted lunch period during each work shift. Whenever possible, the lunch period will be scheduled at the middle of each shift.

Section 7 - Work Rules

- A. New work rules are subject to negotiation before becoming effective.
- B. The Board will post new work rules for ten (10) days before they become effective. Each employee will receive a copy upon request.
- C. The reasonableness of a new work rule and alleged discrimination in application of any work rule is a proper matter for a grievance by the Union.

Section 8 - Employees Change of Address or Telephone

It will be the responsibility of each employee to notify the Board of any change of address or telephone number. The employee's address and telephone number, as it appears on the employer's records, will be conclusive when used in connection with notice to employees.

Section 9 - Flu Shots

The Board will provide flu shots at Board expense on other than school time at a time and place determined by the Board. The Board of Education will pay for required health cards for all employees.

Section 10 - Education/Tuition Reimbursement

Employees will be compensated up to \$250.00 per year for any post-secondary class work. Employees must receive a grade of "C" or better and provide a financial statement from the institution of their costs. Reimbursement will be prorated on an eight (8) hour work day.

Section 11

Building secretaries shall administer medication to pupils as provided in MCL 380.1178.

ARTICLE XX - LAY OFFS AND RECALL PROCEDURES

Section 1 - Lay Offs

When it becomes necessary to lay off any employee, lay offs will be according to seniority by group classification and the employee with the least service in the group classification will be laid off first, provided senior employees have the ability to perform the work.

If the Board lays off a permanent full-time or part-time employee because of insufficient money or declining enrollments, the Board will give a ten (10) day written notice to such employee.

Whenever an employee is laid off as a result of the job abolishment procedure that employee will not be protected by the declining enrollment or insufficient money clause of the lay-off procedure.

Management will not utilize substitute employees during the term of a lay off or until all full-time/part-time employees have been recalled to their previous positions.

For purposes of lay off and recall, employee classifications will be divided into the following categories:

Operations:	Custodians Groundsmen Hall Monitors - Bus Drivers & Attendants Library Aides
Clerical:	Secretaries Clerks (Full and Part-time)
Cafeteria:	Cooks Cooks Helpers

Section 2 - Recall Procedure

When the working force is increased after a lay off, employees will be recalled in reverse order to that of lay off within their group classification, provided the greater seniority employees are able to perform the available work.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall he/she shall be considered a quit.

Laid off employees who are recalled to either a different group classification and/or a position in their group classification which involves less hours per week and reject the recall shall suffer no loss of seniority and/or any other benefits provided in this Agreement.

ARTICLE XXI - "NO STRIKE" CLAUSE

Section 1 - No Strike Clause

There will be no strikes by the Union, its officers, representatives or members. Nothing contained herein will be construed to limit, impair, or affect the right to any public employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

Section 2 - Definition of a Strike

"Strike" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment or to settle a grievance.

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. Both parties, for the duration of this contract, waive the right to negotiate any questions introduced, debated and settled prior to execution of this contract. Any amendment or agreement supplemental hereto will not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXIII - REINSTATEMENT - VETERANS

Reinstatement and re-employment of a Veteran will be governed by applicable Federal and State laws.

ARTICLE XXIV - LEGAL RELIEF CLAUSE

This contract is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union and the employees in the bargaining unit, including any amendments that may hereafter be made during the life of the contract.

In the event any provision of this Agreement is declared to be invalid by any Court of competent jurisdiction, the remainder of this Agreement shall not be affected, it being the expressed intention of the parties that all other provisions of this Agreement shall remain in full force and effect. The contract may only be altered by a final decision of the highest State court or a lower court when no appeal has been made. The Board and Union will immediately negotiate for substitute language in accordance with the decision of the court on the relevant section(s) for the purpose of arriving at a mutually satisfactory replacement for any provision held invalid.

ARTICLE XXV - DEFINITIONS OF TERMS IN THIS CONTRACT

- A. "Compensated Time Off (CTO)" - This is paid time earned during the current year for an employee.
- B. "Day" means working day.
- C. "Employee" means any member of the bargaining unit employed by the board.
- D. "Extra Hours" means any hours worked before or after an employee's regular assignment.
- E. "Job Abolishment" - Work no longer needed. Performance of these duties does not exist. This work will not be added to another employee classification, except through attrition, for the purpose of reducing the labor force.
- F. "Layoff" means a reduction in the work force due to a decrease of work.
- G. "Overtime" means pay for over 40 hours in a week at time and a half as called for in the contract.
- H. Pronouns are written in the masculine and the singular only, but will be read as if written in the plural, feminine or neuter.
- I. "School" includes any work location, functional division or group to which a grievance may arise.
- J. "School year" means a twelve (12) month period commencing on the first day of July, except as defined elsewhere in the Contract.
- K. "Seniority" means continuous years of service in the Melvindale-Northern Allen Park Public Schools.
- L. "Tier I (1) Employee" - An employee hired on or before June 30, 1999.
- M. "Tier II (2) Employee" - An employee hired on or after July 1, 1999.
- N. "Tier III (3) Employee" - An employee hired on or after September 1, 2012.
- O. "Transfer" means a permanent change from one job to another job.
- P. "Will" includes shall.
- Q. "Sick Days/Hours" - This is paid time from days/hours carried over from one contract year to the next contract year that may only be used after exhaustion of all current CTO days. A Sick Day/Hour can only be used for illness or injury. If after three (3) consecutive Sick Days are used, a physician's script (M.D. or D.O.) shall be required. The script shall be presented on the fourth (4th) day. No severance will be paid for any of these days.
- R. "Script" - This is a written communication from a Physician (M.D. or D.O.).

ARTICLE XXVI - COMMENCEMENT AND TERMINATION OF CONTRACT

This contract will be in effect from the 1st day of September, 2012 and will remain in full force and effect until 11:59 p.m., June 30, 2014.

ARTICLE XXVII - RENEWAL OF CONTRACT AND AMENDMENTS

Section 1

This Contract will be renewed automatically from year to year after **June 30, 2014**, unless either party gives written notice to the other party, at least ninety (90) calendar days prior to **June 30, 2014**. If such notice has been given, this contract may be terminated on **June 30, 2014**, or any subsequent termination date, or thereafter, by either party, upon ten (10) calendar days written notice of termination. This Agreement will remain in full force and be effective during the period of negotiations and until ten (10) days after notice of termination of this Agreement is provided to the other party.

Section 2

If notice has been given in accordance with Section 1, negotiations will commence not later than sixty (60) calendar days prior to **June 30, 2014** or any subsequent termination date.

Section 3

Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail addressed, if to the Union, to its Chief Steward at his/her resident address and to the Board at 18530 Prospect Street, Melvindale 48122, or to any such address as the Union or Board may direct to the other.

ARTICLE XXVIII - RETIREMENT

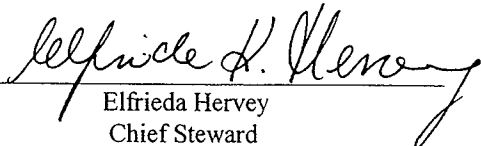
- A. The Board shall provide the "NON-CONTRIBUTORY PLAN" for retirement commencing July 1, 1975 for employees eligible for the BASIC Plan. All other employees will participate in the MIP State retirement plan.
- B. Subject to ratification of this contract, if the State of Michigan removes the pension benefit requirement, any newly hired employees shall not receive pension benefits.

ARTICLE XXIX - RATIFICATION


IN WITNESS WHEREOF, the parties hereto have executed this contract this 1st day of September, 2012.


TEAMSTERS LOCAL 214
NON-TEACHING UNION


BOARD OF EDUCATION
MELVINDALE-NORTHERN
ALLEN PARK PUBLIC
SCHOOLS

By: 
Elfrieda Hervey
Chief Steward

By:
Harriet Bowerman
President

By: 
Denise Hester
Secretary

By: 
Cora M. Kelly
CEO/Superintendent

By: 
Mark K. Gaffney, Representative
Teamsters Local Union No. 214

