

**C O L L E C T I V E
B A R G A I N I N G
A G R E E M E N T**

BETWEEN

INKSTER PUBLIC SCHOOLS

AND

MICHIGAN A.F.S.C.M.E.

COUNCIL 25 AFL-CIO LOCAL 1638

(NON-TEACHING EMPLOYEES)

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AGREEMENT

This agreement entered into this 3rd day of August, 2009, by and between the Board of Education (the "Board") of the School District of the City of Inkster (the "District"), and Michigan AFSCME Council 25 AFL-CIO and Inkster Public Schools, Non-teaching Employees Local 1638 (the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, and Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing service to the community.

To these ends, the Board and Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

FAIR EMPLOYMENT PRACTICES

The Employer and the Union recognize their respective responsibilities under Federal, State, and local laws relating to fair employment practices.

The Employer and the Union recognize the moral and legal principals involved in the area of civil rights and reaffirm in this Agreement their commitment not to discriminate because of race, creed, color, age, sex, marital status, political beliefs or activities, handicap, or membership in any labor organization. Further, the Union and the Employer shall work together to promote equal employment opportunity within the guidelines of this contractual Agreement. The word "employee" shall mean either male or female wherever it is used in this Agreement.

ARTICLE 1 – BOARD’S RIGHTS

SECTION 1: SUMMARY OF BOARD’S RIGHTS

The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States, except as limited by this Agreement.

The direction of employees, including the right to plan, direct, and control school district operations, hire, assign, suspend or discharge for proper cause or transfer, to make reasonable rules in the school district, to relieve employees from duty because of lack of work or other reasons, and the right to introduce new or improved methods or facilities, is vested exclusively in the Board of Education, as well as other traditional prerogatives of management not hereby or herein expressly made a subject of negotiation, provided that there should be no conflict with any provision of this Agreement.

ARTICLE 2 - RECOGNITION

SECTION 1: EMPLOYEES COVERED

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Board included in the bargaining unit described below.
- B. This Agreement shall cover employees in the following classifications if employed by the District:

Instructional Technicians (including but not limited to Instructional Aides, Special Education Aides, Kindergarten Aides, Pre-kindergarten Aides and other Paraprofessionals)

Tutors

Secretaries

Custodians

Maintenance employees

Youth Officers

Lunch Aides

Bus Drivers

Bus Aides

Cooks

Truck Drivers

Truck Driver Assistants

Excluded from the unit shall be secretaries to Central Office Administrators, temporary, seasonal, administrative and supervisory employees, work study students, volunteers, employees who work less than three (3) hours per day, and other specified employees and employees employed directly by other contractors of the District.

ARTICLE 3 – AID TO OTHER UNIONS

SECTION 1: PROHIBITION OF UNDERMINING UNION

The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 4 – UNION SECURITY AND CHECK-OFF

SECTION 1: FAIR SHARE AGREEMENT

The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

SECTION 2: UNION SHOP PROVISION

- A. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees and assessments, or shall pay a collective bargaining service fee for the cost of negotiating this and succeeding Agreements.
- B. The Employer shall keep the Union apprised of the status of its bargaining unit members who are on approved leaves of absence, layoff, new hires, transfers, promotions, changes in wages, etc.

SECTION 3: TERMINATION CLAUSE

Any employee who has failed to either maintain membership or pay the requisite Agency Fee shall not be retained in the bargaining unit covered by this Agreement: provided, however, no employee shall be terminated under this Article unless the employee is sixty (60) days in arrears in payment of dues:

- A. The Union has notified the employee by letter addressed to the employee's address last known to the Union spelling out that the employee is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, the employee will be reported to the Board of Education for termination from employment as provide for herein, and
- B. The Union has furnished the Board of Education with written proof that the foregoing procedure has been followed or has supplied the Board of Education with a copy of the notice to the employee and notice that the employee has not complied with such request. The Union must further provide the Board of Education with written demand that the employee be discharged in accordance with this Article and provided to the Board of Education, in affidavit form signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding Agreements.

SECTION 4: DUES DEDUCTION PROVISION

- A. The Board of Education agrees to deduct from the pay of each employee from whom it received an authorization to do so, the amount specified upon the authorization. Each employee utilizing the Board of Education deduction from pay for the remittance of sums to the Union shall provide to the Board of Education an authorization in the form attached hereto as Attachment 3. The form shall include an agreement by the employee to hold the Board of Education harmless against any and all claims, demands, law suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board of Education for the purpose providing the deduction service. Furthermore, the employee shall agree that in the event a refund is due to the employee for any reason, such employee shall seek such refund from the Union.
- B. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- C. The Union shall indemnify and save the Board of Education harmless against all claims, demands, suits, or other forms of liability that shall rise out of or by reason of actions taken or not taken by the Board of Education for purpose of complying with any of the provisions of this Article.

SECTION 5: P.E.O.P.L.E. POLITICAL ACTION CONTRIBUTION

The Employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization in accordance with the standard form provided to the Employer by the Union, and providing that said form is executed by the Employee. This deduction may be revoked by the Employee at any time by giving written notice to both the Employer and the Union.

P.E.O.P.L.E. shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid to them. The Employer or any of the officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the P.E.O.P.L.E.'s AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The Employer and its officers and employees shall be released from all liability to the employee-assignors and to the P.E.O.P.L.E. under such assignment.

The Union agrees that, in the event of litigation against the Employer, its agents or employees arising out of this provision, it will co-defend, indemnify, and hold harmless the Employer, its agents or employees from any monetary award arising out of such litigation.

If any provision of this Appendix is invalid under Federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

SECTION 2: WHEN DEDUCTIONS BEGIN

Check-off deductions under all properly executed Authorization for Check-off of Dues Forms shall become effective at the time that the application is signed by the employee and shall be deducted from the 2nd pay of the month and each month thereafter.

SECTION 3: DESIGNATION OF DUES TO FINANCIAL OFFICER

Deductions for any calendar month shall be remitted to designated financial officer of the Local Union with a list of employees' names for when dues have been deducted as soon as possible after the tenth (10th) day of the next month.

SECTION 4: DISPUTES CONCERNING MEMBERSHIP

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Board and a representative of the Local Union, and if not resolved, may be decided at the final step of the grievance procedure.

ARTICLE 6 – UNION REPRESENTATIVES

SECTION 1: DETERMINATION OF REPRESENTATION

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

SECTION 2: STEWARDS AND ALTERNATE STEWARDS

- A. During overtime periods, an alternate Steward may be appointed by the President of the Union.
- B. The Stewards, during their working hours, without loss of time or pay, may in accordance with the terms of this Article, investigate and present grievances to the appropriate supervisor, upon having advised the Superintendent of Schools of same. The Superintendent will grant permission and provide sufficient time to the Stewards to leave their work area for these purposes. The privilege of Stewards leaving this work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein.
- C. The President (or his/her designee) will investigate and process grievances when the Steward is not available.
- D. Any alleged abuse by either party will be the proper subject for the Special Conference.

SECTION 3: RELEASE TIME FOR PRESIDENT

The President of Local 1638 shall be allowed ½ day per week with pay to conduct Union Business, at a time scheduled in collaboration with the Superintendent to minimize cost and disruption.

SECTION 4: MEETINGS

The parties agree that every reasonable effort should be made to avoid having investigations, presentation of grievances, special conferences, grievance meetings, safety committee meetings, and other meetings, including but not limited to meetings between employees and Union representatives prior to special conferences, or meetings with school administrators, at times that may disrupt or interfere with the work of the District or of bargaining unit employees.

SECTION 5: UNION REPRESENTATION

During planned orientation of new employees, the Union shall be given the opportunity to introduce (or have introduced) one of its local representatives who may speak briefly to share the Union's office location, the names of the Union officials, and participation in negotiations and general interest of the Union. Such time shall not exceed thirty (30) minutes.

If no planned orientation is scheduled for new employees upon entry to the work place, the Union shall be afforded the opportunity to do a Union presentation, Such time shall not exceed thirty (30) minutes. The Union official and the designated Employer representative shall pre-arrange the date and time that the Union official desires to conduct the presentation so as not to interfere with the operations of the District. Such release time shall be with the approval of the supervisor.

One (1) local Union representative shall be released from their job duties, without loss of pay, to attend the orientation or to conduct the presentation for a period not to exceed an hour.

One (1) Employer representative may attend said presentation as an observer, but shall not participate in and/or interfere with the Union presentation. No partisan political materials nor materials ridiculing individuals by name or obvious direct reference or defamatory statements about the Employer, or an Employee employed by the Employer or the Union shall be permitted. Violation of this Article shall be cause for the suspension of the Union presentation, pending a Special Conference to resolve the dispute.

ARTICLE 7 – SPECIAL CONFERENCES

SECTION 1: METHOD OF ARRANGING CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Board or its designated representative, upon the request of either party. Such meetings shall be between at least two representatives of the Board and at least two representatives of the Union. Arrangements for such special conferences shall be between made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., whenever possible. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union. The Board will provide to the Union a written response within fourteen (14) days of the meeting of the matters taken up at the conference.

SECTION 2: DESIGNATION OF PLACE/TIME

The Union representatives may meet at a place designated by the Employer on the Boards property for at least one-half hour immediately preceding the conference with the representatives of the Board for which a written request has been made. The Board will provide to the Union a written response within fourteen (14) days of the meeting of the matters taken up at the Conference.

ARTICLE 8 – POLICIES RELATING TO EMPLOYEES’ FILES

SECTION 1: WHAT/HOW MATERIAL IS PLACED IN FILE

No material derogatory to an employee’s conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to affix his/her signature, the material shall be placed in the file with a notation of the employees’ refusal. Further, all employees shall be afforded Union representation when notified that material documenting disciplinary action is being placed in their personnel file.

SECTION 2: TIME LIMIT ON USE OF DISCIPLINARY RECORD

No material, letter of reprimand or other information critical of the employee’s work performance shall be the cause or basis of discipline of the employee after three (3) years. However, such material can be used in considering the appropriate penalty for any subsequent offense or performance issue that occurs with the employee.

SECTION 3: COST OF REPRODUCING MATERIALS

The employee shall be permitted to reproduce any material in his/her file at the cost of 10¢ per page, subject to the provisions of the Bullard-Plawecki Employee Right to Know Act (Michigan Public Act 397 of 1978).

SECTION 4: PLACING MATERIAL IN FILE (EMPLOYEE)

If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position, which will become a permanent part of the file. In accordance with the Bullard-Plawecki Employee Right to Know Act (Michigan Public Act 397 of 1978), the length of the statement can be up to five sheets of eight and one half inch paper.

SECTION 5: NON-PROFESSIONAL COMMUNICATIONS

Communications of non-professional nature (i.e., letters from parents) shall not be placed in an employee’s file prior to a conference to discuss the communication.

SECTION 6: REQUEST TO SEE PERSONNEL FILES

Upon request in advance, the employee shall have the right to see all materials in his/her personnel file from the date of his/her appointment. The Board and employee will adhere to the Bullard-Plawecki Employee Right to Know Act (Michigan Public Act #397 of 1978) regarding employee personnel files.

SECTION 7: PERSONNEL FILE

The Board shall maintain one and only one personnel file for each employee. An Administrator can keep a file for every employee but everything in that file must be known to the employee and a copy is to be shared with the employee prior to being added to such file. If any material(s) is to be used for disciplinary purposes the item(s) in the file must be the same as in the official personnel file or it is to be destroyed.

ARTICLE 9 – GRIEVANCE PROCEDURE

SECTION 1: DEFINITIONS AND GUIDELINES

Grievance: A complaint filed by an employee, a group of employees, or the Union that alleges a violation, misinterpretation, administration, or application of the ratified Collective Bargaining Agreement. A written grievance shall state the Article and Section of the contract that has allegedly been violated, the date of the alleged violation, the name of the employee(s) affected, the events that gave rise to the grievance, and the relief sought.

Grievant: An employee employed by the School District who has filed a grievance.

Union: Local 1638 and Michigan AFSCME Council 25, AFL-CIO.

Employer: Inkster Public School District and/or the Inkster Board of Education

Time Frames: “Days” referred to in the Grievance Article shall be workdays, excluding Saturdays, Sundays, and Holidays.

Extensions: The parties may mutually agree to extend the time frames, in writing, for a grievance, appeal, hearing, or answer, in any step of the grievance procedure (including arbitration).

Release Time: The grievant(s) and the Local Officer shall be released from their respective jobs, without a loss in time and pay, to attend grievance hearings, if the mutually agreed upon time of the hearing is during working hours for the grievant(s) and/or the Local Officer.

Accelerated Grievance: A grievance filed at Step 3 of the Grievance Procedure due to a violation regarding the administration of the Collective Bargaining Agreement or the suspension and/or discharge of an employee.

Meeting on District Premises: The Union and the grievant(s) may meet on District property, without loss of time or pay, for at least one-half hour immediately preceding the meeting with the District representative, if the mutually agreed upon time of the meeting is during working hours or less than one-half hour after working hours.

SECTION 2: PRESENTING A GRIEVANCE

An employee alleging a violation or the Local Union alleging a violation shall present a grievance to the Employer as follows:

Step 1

Within fifteen days of an occurrence, or within fifteen days of when the employee becomes aware, the employee alleging a violation shall discuss the grievance with his/her immediate supervisor. He/she shall have the right to have a steward present. If a steward is contacted, the steward and the employee shall discuss the grievance with the immediate supervisor. The immediate supervisor shall forward his/her response, in writing, to the employee and the steward within five (5) days following the meeting.

Step 2

If the matter is not resolved at Step 1, a formal grievance will be filed, in writing, to Superintendent or his/her designee within five (5) days of receipt of the immediate supervisor's answer. The Local Union, the grievant and the Superintendent or his/her designee shall meet within five (5) days following receipt of the Step 2 grievance. The Superintendent or his/her designee shall forward his/her answer, in writing, to the employee and the steward within five (5) days following the Step 2 meeting.

Step 3

If the Superintendent heard and answered the grievance at Step 2 and the answer of the Superintendent is unsatisfactory to the grievant, then the grievant may proceed to Step 4 of the Grievance procedure. If the Superintendent's designee heard and answered the grievance at Step 2 and the answer of the designee is unsatisfactory to the grievant, then the Local President or designee may appeal the grievance to the Superintendent, in writing, within ten (10) days of receipt of the Step 2 answer. The grievant, the Local President, the Michigan AFSCME Council 25 Representative, and the Superintendent shall meet within ten (10) days from the date the Union presented the grievance. The Superintendent shall forward his/her answer, in writing, to the Local President within ten (10) days following the Step 3 meeting.

Step 4

If the Superintendent's answer is unsatisfactory to the grievant, the Local Union may forward to the Superintendent a Notice of Intent to Arbitrate, in writing, within twenty (20) days of the Step 3 answer and forward the case to Michigan AFSCME Council 25.

An Arbitrator shall be selected from the American Arbitration Association by mutual agreement of the Employer and the Michigan Council 25 within twenty (20) days from the date of the Notice of Intent to Arbitrate to the Superintendent.

The decision of the Arbitrator shall be binding on the employee, the Union, and the Employer. The Arbitrator shall be requested to issue his/her decision within thirty (30) days after conclusion of testimony and argument.

The Arbitrator shall not have the power to add or subtract from the Collective Bargaining Agreement. Expenses for the Arbitrator's services and proceeding shall be born equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a transcript, copies must be made available to the requesting party, without charge to the other party or the Arbitrator. The Arbitrator's decision shall be in writing setting forth the Arbitrator's findings and reasoning.

ARTICLE 10 – COMPUTATION OF BACK WAGES

SECTION 1: CLAIM FOR BACK WAGES

No claim for back wages shall exceed the amount of wages an employee would otherwise have earned at his/her regular rate, unless overtime was involved.

ARTICLE 11 – SENIORITY

SECTION 1: SENIORITY DEFINED

Seniority shall be based upon the employee's length of service within the bargaining unit in accordance with his/her most recent date of hire.

SECTION 2: LOSS OF SENIORITY

An employee shall lose his or her seniority for the following reasons:

- A. The employee quits.
- B. The employee is discharged and the discharge is not reversed through a settlement or arbitration award.
- C. The employee is absent for five (5) consecutive working days without notifying the Employer, or if the employee fails to return from sick leave or leave of absence. In proper cases, the Employer may make exceptions. After such absence, the Employer will send written notification to the employee at his or her last known address that she/he has lost seniority, and that his/her seniority has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. The employee does not return to work when recalled from a layoff as set forth in Article 13 Section 2 of this Agreement.
- E. The employee is laid off for two years or his/her length of active employment, whichever is less.

ARTICLE 12 – STAFFING PROVISIONS

SECTION 1: JOB DESCRIPTIONS

By the end of the first week of the 2006-07 school year, the Employer will provide each bargaining unit member with a copy of the employee's job description. Thereafter, each member of the bargaining unit will receive a job description when initially hired by the District.

SECTION 2: JOB POSTINGS AND FILLING VACANCIES

Should a vacancy arise in the District, it shall be posted for no less than seven (7) days on appropriate bulletin boards. Assignments, transfers, or promotions shall not be made for disciplinary purposes.

SECTION 3: PROBATIONARY EMPLOYEES

New employees hired into the unit shall be considered probationary employees for the first ninety (90) workdays of their employment. The ninety (90) workdays probationary period shall be accumulated within the first ninety (90) workdays following the date they begin employment, and shall be extended by the number of days that the employee is absent or is not required to work during such period. When an employee finishes the probationary period by working the ninety (90) workdays as specified above, she/he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) workdays prior to the day the employee completes the probationary period. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages hours of employment and other terms and conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

SECTION 4: QUALIFICATIONS MANDATED BY FEDERAL AND STATE GOVERNMENTS

An instructional aide who does not meet the minimum qualifications established by the federal and/or state government for his/her assignment shall be assigned to a vacancy for which he/she is qualified per those standards. If there is no vacancy for which said instructional aide is qualified per those standards, said instructional aide shall be treated under the layoff provision of this Agreement as if his/her current position had been eliminated.

ARTICLE 13 – LAYOFF AND RECALL

SECTION 1: LAYOFF

- A. A layoff means a reduction of work force or the loss of a position due to contracting. In the event of a layoff, the District shall provide no less than fifteen (15) days notice to the employee and to the Union, or fifteen (15) days pay in lieu of notice. The Union, on request, may confer with the Superintendent or his/her designee on the reasons for the layoff. Probationary employees shall be laid off before non-probationary employees. In addition, the Union President and those shop stewards designated by the Union shall continue to have super-seniority in their specific classifications, for the purposes of layoff and recall only. The President and those shop stewards shall have demonstrated an active participation in representing the general membership in the grievance procedures outlined in Article 9.
- B. Layoffs shall be in reverse seniority order within classification: low to high. The Employer shall be guided by the best interests of the students, the school, and the District, and shall consider – without limitation – such factors as the needs of the particular school and of the District, and the efficiency and effectiveness in delivery of services.
- C. Upon notice of layoff, the employee shall have the right to bump the lowest seniority employee within the bargaining unit, provided that the employee meets all qualifications of the position at the time of the layoff.

SECTION 2: RECALL

In the event that the work force is increased after a layoff, employees shall be recalled to his/her previous position or a position for which he/she meets all qualifications (as indicated above) in seniority order: high to low. Notices 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 ten (10) days from the date of receipt of notice of recall, she/he shall be considered as having quit. It is the employee's responsibility to keep the Board advised of his or her current address. An employee shall not accumulate seniority while he/she is laid off.

ARTICLE 14 – DISCHARGE, SUSPENSIONS, AND REPRIMANDS

SECTION 1: DISCHARGE

The term “discharge” shall mean that an employee has been relieved of his/her position, and that his/her employment has been terminated for just cause. In all cases, when an employee is discharged, the employee and the Union shall be promptly notified thereof in writing by the Employer. Such cases will be subject to Special Conference. The Union shall be notified prior to any disciplinary action taken against any employee. The employee will be allowed to have Union representation during the disciplinary meeting. This includes but is not limited to reprimands, suspension or discharge. Any employee who refuses or declines Union representation shall sign a document whereby the employee acknowledges waiving of his/her rights. Such special conference shall be held within five (5) working days from the date of discharge or suspension. The results of the conference shall be issued in writing. The Union will be notified at the time of the discharge or suspension of any employee.

SECTION 2: SUSPENSION

The term “suspension” shall mean that an employee has been released temporarily from his/her position. In all cases when an employee is suspended, the employee and the Union shall be promptly notified thereof in writing by the Employer. Such cases will be subject to special conference.

Such special conference shall be held within five (5) working days from the date of discharge or suspension. The results of the conference shall be issued in writing. The Union will be notified at the time of the discharge or suspension of any employee.

SECTION 3: REPRIMANDS AND OTHER DISCIPLINARY ACTION

Any disciplinary action shall be communicated to the employee in writing with a copy provided to the President and Steward of Record.

ARTICLE 15 – SUPPLEMENTAL AGREEMENTS

SECTION 1: SUPPLEMENTAL AGREEMENTS SUBJECT TO BARGAINING

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Board and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion on negotiations.

ARTICLE 16 – VETERANS

SECTION 1: REINSTATEMENT OF SENIORITY EMPLOYEES

Any employee who returns from active service in the armed forces of the United States shall be offered reemployment in his previous position or a position of like seniority, status and pay. If the circumstances have so changed as to make it impossible or totally unreasonable to do so, he/she will be offered such employment in line with his/her seniority as may be available and which she/he is capable of doing, at the current rate of pay for such work, provided she/he reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization following such discharge.

SECTION 2: REINSTATEMENT OF PROBATIONARY EMPLOYEES

A probationary employee who returns from active service in the armed forces and meets the foregoing requirements must complete his/her probationary period, after which she/he will have seniority equal to the time she/he spent in the armed forces, plus thirty (30) days.

SECTION 3: VETERANS LAW

Except as hereinafter provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.

SECTION 4: EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence for a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
- B. Employees who are in the armed forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District, while they are on full-time active duty in the Reserve or National Guard. This is granted for two (2) weeks only, and proof of service and pay must be submitted.

ARTICLE 17 – LEAVES OF ABSENCE

SECTION 1: TYPES OF LEAVES

Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for:

- A. Serving in any elected position (Public or Union).
- B. Maternity Leave. Any employee accepting this leave will be given a comparable position with no reduction in compensation if she returns on or before the expiration of the one (1) year leave period. A doctor's statement is required.
- C. Illness Leave (Physical or Mental). Any employee accepting this leave will be given a comparable position with no reduction in compensation if she/he returns on or before the expiration date of the one (1) year leave period. A written verification is required.
- D. Serving in an appointed position with the Council or International Union.
- E. Prolonged illness in immediate family. Any employee accepting this leave will be given a comparable position with no reduction in compensation if she/he returns on or before the expiration of one (1) year leave period. Such leave may be extended for like cause. A written verification is required.
- F. Advanced Training. The following shall constitute the qualifications and conditions of leaves of absence for advanced training.
 - 1. The employee shall be eligible for advance training after seven (7) years of employment.
 - 2. The leave may not exceed two semesters.
 - 3. The leave may be requested as early as possible before the beginning of the semester in which the leave will begin, and should commence at the beginning of the school term.
 - 4. Temporary employees will hold the position of and for employees on leave.
 - 5. On the employee's return, she/he shall be placed in his/her former position with full seniority status and pay. Contracts, increments and other benefits shall continue.
 - 6. Employees shall accumulate seniority while on leave for advance training.
 - 7. Applications will be considered by the Superintendent's Office on the basis of seniority and benefit to the Inkster School District.

8. The Board of Education has the right to limit the number of persons going on leave at one time.

G. Other reasons deemed sufficient by the Board of Education. A doctor's statement is required after the third (3rd) consecutive day of the employee's absence and must be presented to the supervisor on the day that the employee returns to work.

SECTION 2: LEAVE FOR UNION BUSINESS

A. Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Board shall, at the written request of the Union, receive temporary leaves of absence for one (1) year, and upon their return shall be re-employed at work with accumulated seniority.

B. Upon proper application and approval by the Superintendent, three members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off without loss of time or pay to attend such conferences and/or conventions.

SECTION 3: SICK LEAVE

A. Leave days will be credited to employees with two (2) or more years of service as follows: All members covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year. One-half ($\frac{1}{2}$) of the employee's sick leave days will be granted at the beginning of the first semester, and one-half ($\frac{1}{2}$) of the employee's sick leave days will be granted at the beginning of the second semester. Any bargaining unit member with less than one hundred (100) accumulated sick leave days shall be capped at one hundred (100) for the purposes of pay-out. Every bargaining unit member as of 6/30/2000 with more than one hundred (100) accumulated leave days shall be frozen with the amount they have accumulated as of that date. This shall not prevent bargaining unit members from accruing or using days in excess of one hundred (100).

B. Leave days will be credited to new hired employees as follows:

1. Upon completion of the probationary period, new hire employees will be credited three (3) leave days.
2. For the first two (2) year term of employment, new hire employees will be credited leave days at the rate of one (1) day per month plus three (3) additional days.
3. Upon completion of two (2) years employment, leave days will be credited as per (A) above.

- C. One quarter (¼) of all accumulated sick leave days up to a maximum of one hundred (100) accumulated days (i.e., a maximum of twenty-five (25) days' pay) will be paid to employees who have worked in the School District ten years or more upon severance of employment with the District and upon death. One half (½) of all accumulated sick leave days up to a maximum of one hundred (100) accumulated days (i.e., a maximum of fifty (50) days' pay) will be paid to employees who have worked in the school district twenty (20) years or more upon retirement from employment with the District.
- D. An employee on sick leave will be deemed to be on continued employment for the purpose of computing all benefit contained in this Agreement, and this will be construed strictly as days worked.
- E. Employees on extended, approved sick leave may have the option of paying premium for medical/hospital coverage and life insurance through the school district at group rates, if coverage period ends before the employee is well enough to return to school work.
- F. While it will not be necessary for the Employer to require a doctor's note for all absences, the Employer reserves the right to require a doctor's note for the following reasons:
 - 1. to monitor continued absences after a pattern of absence has been established;
 - 2. to determine whether the employee is medically able to return to work;
 - 3. to determine the employee's fitness for continued service; or
 - 4. for any absence in excess of three (3) consecutive workdays.

SECTION 4: PERSONAL BUSINESS LEAVE

Every employee is entitled to two (2) personal business days per year, not chargeable to sick leave; same to accumulate to the sick leave bank at the end of the year, if not used.

SECTION 5: FUNERAL LEAVE

- A. Every employee is entitled to five (5) working days as funeral leave days not chargeable to sick leave, for a death in the immediate family. Immediate family is defined as: Mother, Father, Mother-in-law, Father-in-law, Sister, Brother, Sister-in-law, Brother-in-law, Wife, Husband, Son, Daughter, Son-in-law, Daughter-in-law, Grandparents, Grandchildren, or a member of the employee's household.
- B. For the death of an Uncle, Aunt, (in-laws), Nieces, Nephews and other relatives, one (1) day shall be granted for the funeral, chargeable to sick leave. (The Board will consider on an individual basis additional day(s) if the travel is over 100 miles.)

SECTION 6: OTHER LEAVES

The following leaves shall be with pay and shall not be deducted from the sick bank:

- A. Employees who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty. Employees whose regular work year is less than 52 weeks must request a postponement of their jury duty to a time when school is not in session. If the employee elects to serve on a jury, and the administration or the employee could have procured a postponement, then the employee shall not receive his/her salary while she/he so serves.
- B. If school is closed by reason of adverse weather or other emergency and employees are not requested to come in to work, they shall receive their regular rate of pay for such days or hours, provided that the time does not need to be rescheduled in accordance with State law. If any such days or hours are required by the State to be rescheduled, the employees shall not receive compensation for those cancelled days or hours, but will receive their regular rate of pay when the days or hours are rescheduled. If employees do not receive pay for the day of school closure due to this provision and it is later determined by the State that the day does not have to be made up with no loss of state aid, then the employees will be reimbursed for the day of closure at their regular rate of pay. All custodial and maintenance employees are expected to report to work on all such days. Custodial and maintenance employees shall be paid at the rate of one and one-half (1½) times their regular rate of pay for working on such days. The Board may alter the regular workday hours for custodial and maintenance employees on such days.
- C. If an employee is subpoenaed to appear as a witness in a criminal case unless he is a party defendant.

SECTION 7: LEAVES FOR WEDDINGS

The following leaves shall be with pay but shall be deducted from the sick bank:

Leaves for weddings shall be with pay but shall be deducted from available personal business days and/or available vacation days, at the employee's option. If no personal business days or vacation days are available, available sick leave days may be used. For attendance at weddings in the immediate family, one (1) day per year may be used. For the employee's own wedding, up to five (5) days may be used.

SECTION 8: MATERNITY / PATERNITY LEAVES

- A. Employees who are pregnant may treat pregnancy as an illness. Under these circumstances, the employee is required to get a doctor's statement indicating how long during the pregnancy the employee will work. The employee will be expected to return to work thirty (30) days after the birth of the child, or immediately after the first medical check-up. The employee may delay her return if required by her doctor. In all cases, a statement regarding the physical health of the employee is required. The employee has the option of using sick leave during this period of absence.
- B. An employee who is pregnant, and who does not wish to resign, may be granted a leave of absence, without pay, for up to one year. Said leave shall be called a "maternity leave," and must be requested in writing at least ten (10) working days prior to the commencement of the leave, except in cases of emergency, to the Board. Included with said request shall be a doctor's certificate, certifying the pregnancy, estimating the delivery date, and providing an exact calendar date for the recommended start of leave.
- C. A longer leave of absence may be granted where extenuating circumstances exist. Such leaves shall be granted without pay and without loss of seniority. An employee may begin her leave at the beginning of the sixth (6) month of pregnancy. An employee may be permitted to continue working beyond her sixth (6) month of pregnancy if not in conflict with the date provided by her physician. In Section 1 above, upon her written request accompanied by a statement from her physician stating in writing:
1. She is physically able to continue with the normal recurring duties of her job and stating what these duties are.
 2. Setting forth any restriction upon activity, provided they do not render her restricted from any normal recurring duty of her job classification.
 3. Providing an exact calendar date upon which maternity leave is recommended to commence.
 4. Upon returning to work the employee shall have the right to displace an employee with less seniority in the same classification in the unit in which she worked at the time of her leave of absence was granted. The employee must produce a release from her doctor to return to work.
 5. An employee, who fails to return to her work at the termination of her maternity leave, or any extension thereof, shall lose her seniority, and her employment shall be terminated.
 6. The Union agrees that the Board may request any permanent employee to submit a health report if it appears necessary for the best interest of the school. Such examination shall be paid for by the Board. The report of the examining physician shall be made directly to the Superintendent of Schools.

7. In case of miscarriage or stillbirth, the employee may make application to return from maternity leave. A certification from the employee's physician that she is physically able to return to work must be submitted with the request.
8. Candidates for maternity leave must have been employed by the Inkster Public Schools for a full one (1) year period before becoming eligible for such leave.
9. If the employee returns prior to the end of the fiscal year, then the salary designation will be same as that prior to leave. In an individual is on maternity leave for two years or more, she will be given credit for only one salary increase upon return to the Inkster Public School.
10. Leaves for adoption of a child, shall begin at a mutually agreed upon time between the Board and the employee.
11. Paternity leave may be granted under this Section providing such request for leave is based on primary responsibility for child care.

SECTION 9: ACCUMULATION OF SICK LEAVE DAYS

Employees shall not accumulate sick leave while on approved leave of absence.

SECTION 10: FMLA

Maternity/Paternity Leaves, Sick Leave, Illness Leaves, and Prolonged Illness in Family Leaves, if granted, shall be administered consistent with, and shall satisfy the District's obligations regarding, Family and Medical Act (FMLA) leaves. Also, employees seeking FMLA leave may be required to use any of the paid or unpaid leave available to them under applicable contract provisions.

ARTICLE 18 – LONGEVITY PAY

SECTION 1: PAYMENT OF LONGEVITY BENEFITS

Longevity benefits will be paid once a year prior to December 1st of each year, and will be paid for the year beginning October 1st through September 30th, on the total gross pay earned by the employee during the specified period. Payments will be made by separate check.

SECTION 2: PAYMENT SCHEDULE

Longevity pay for members of Local #1638 bargaining unit as follows:

\$100 after 10 years of service

\$200 for each succeeding five years of service

ARTICLE 19 – WORKING HOURS

SECTION 1: SHIFT PREMIUM / HOURS

- A. Employees who work on the second shift shall receive in addition to their regular pay ten (10) cents per hour additional compensation, and employees on the third shift shall receive an additional fifteen (15) cents per hour.
- B. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is of at least seven (7) calendar days duration.
- C. All employees are expected to be at their regularly assigned building at their scheduled starting time.
- D. The regular full working day shall consist of the number of hours established for each position by the District each year, provided however, that the regular full working day shall not exceed eight (8) hours. This shall not prevent the creation or assignment of positions that vary from the regular full working day, so long as the regular work day for a position does not exceed eight (8) hours. Custodians and maintenance employees whose regular full working day is eight (8) hours shall have paid thirty (30) minutes off for lunch included in the eight (8) hour day, and two (2) fifteen (15) minute breaks. All other eight (8) hour employees shall be entitled to a one (1) hour paid lunch period included in their work day. Six (6) hour employees shall have a one-half (.5) hour paid lunch period included in their work day.
- E. A “part-time” employee is one who works less than thirty (30) hours per week. A “full-time” employee works six to eight (6 to 8) hours per working day.
- F. The Employer shall provide employees no less than two (2) weeks notice of a change in the hours of their regular shift, except in case of emergency, in which event the Employer shall provide the affected employee as much notice as is practicable.
- G. The term “working day” shall be interpreted to mean any weekday, Monday through Friday, excluding holidays.
- H. Bus drivers and other transportation employees may be scheduled for regular morning and/or afternoon shifts not to exceed eight (8) hours in length, depending on their route(s) and their other duties. Employees shall be paid only for those hours that they are scheduled to work. Overtime shall be paid for after forty (40) hours in a week.

SECTION 2: OVERTIME/DOUBLE-TIME PAY

Time and one-half will be paid as follows:

- A. Overtime at time and one-half shall be paid for all work performed beyond forty (40) hours in a week. Paid holidays shall count as hours worked for purposes of calculating whether overtime is due to an employee. Paid absences shall also count as hours worked for purposes of calculating whether overtime is due to an employee, unless the employee's absence was the cause of the need for overtime. An up to date list showing overtime hours will be posted weekly in a prominent place in the building.
- B. The Employer shall have the right to schedule regular workweeks that include Saturday or Sunday as regular work time without premium pay for those days. If such workweeks are scheduled, they shall be offered first to employees in the bargaining unit in the subject classification. Should no employee in the bargaining unit volunteer for such schedule, then the Employer may assign such schedule to the least senior employee. For all employees whose regular workweek is Monday through Friday, time and one-half will be paid for work on Saturday for all hours worked beyond 40 in a week, and double time shall be paid for all hours worked on Sundays and holidays.
- C. A regular shift shall not exceed eight (8) hours per day.
- D. A regular scheduled workweek shall not exceed forty (40) hours.
- E. Overtime shall be paid for actual time worked. There shall be no minimum guaranteed overtime amount or pay.
- F. No supervisor will be utilized to prohibit a bargaining unit member from overtime work.

SECTION 3: EQUALIZATION OF OVERTIME HOURS

Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day in the event of death of a member of the Union, who is a resident of the District, for the sole purpose of attending the funeral.

- A. Overtime hours shall be divided equally by rotation among employees in the same classification in their building. An up-to-date list showing overtime hours will be posted weekly in a prominent place in the building.
- B. Whenever overtime is required, the person with the least number of overtime hours in the classification within his building will be called first and so on down the list in an attempt to equalize the overtime hours.

- C. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period. (Two (2) hours minimum).
- D. If the plan for equalization of overtime hours proves to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement for the purpose of establishing an acceptable alternate.
- E. Overtime hours will be computed from July 1st through June 30th each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

ARTICLE 20 – HOLIDAY PROVISIONS

SECTION 1: PAID HOLIDAYS

The paid holidays are:

- New Year's Day
- the National Observation of Martin Luther King's Birthday
- Good Friday
- Easter Monday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- the day before Christmas
- Christmas Day
- the day before New Year's Day
- Mid-Winter Break

Employees will be paid their current rate based on the employee's regular hours for said holidays. When Memorial Day falls on a Tuesday, the preceding Monday shall be considered a holiday.

SECTION 2: SATURDAY / SUNDAY PROVISIONS

When a holiday falls on a Saturday, Friday shall be considered as the holiday, and when a holiday falls on a Sunday, Monday shall be considered as the holiday.

ARTICLE 21 – VACATIONS

SECTION 1: TWELVE-MONTH EMPLOYEES

Permanent full-time employees in positions regularly scheduled for a 52-week work year shall be eligible for vacation as follows:

Employees hired on or before June 30, 2000:

After completion of six (6) months but less than one year of service: two (2) weeks

After completion of one (1) year of service: three (3) weeks

After completion of ten (10) years of service: four (4) weeks

Employees hired on or after July 1, 2000:

After completion of six (6) months but less than one year of service: one (1) week

After completion of one (1) year of service: two (2) weeks

After completion of five (5) years of service: three (3) weeks

After completion of ten (10) years of service four (4) weeks

SECTION 2: NON-TWELVE-MONTH EMPLOYEES

Permanent full-time employees in positions regularly scheduled for less than a 52-week work year shall be eligible for vacation as follows:

Employees hired on or before June 30, 1985:

After completion of six (6) months but less than one year of service: one (1) week

After completion of one (1) year of service: two (2) weeks

After completion of ten (10) years of service: three (3) weeks

Employees hired on or after July 1, 1985:

After completion of six (6) months but less than one year of service: one (1) week

After completion of one (1) year of service: two (2) weeks

SECTION 3: VACATION SCHEDULING

- A. The vacation time listed above includes, and all employees must use as vacation time, Christmas and Easter shut down periods, unless specifically agreed otherwise in writing with the employee's supervisor and approved by the Superintendent.
- B. Except as stated in subparagraph A, vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and the efficient operation of the department or school concerned.

In the event the District deems building maintenance is to occur/necessary during the Christmas shut down, it shall notify the Union before the first full week of December in each year, whether custodial/maintenance work will be required during the Christmas shutdown. If any such work is required, the District shall first seek volunteers among the bargaining unit members to perform the work. If there are an insufficient number of volunteers within the required job categories, then the District may assign the work to the least senior employees in the job categories needed. If there are more volunteers than are required to perform the work that is anticipated, then the most senior employees in the job categories needed shall be assigned. The District shall make every reasonable effort to have such assignments, if any, in place before the end of the first full week in December. Employees who do not work during the shut down shall be on vacation.

- C. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not interfere with the operations of the departments or schools concerned.
- D. When one or more holiday as defined in this Agreement falls within a scheduled vacation, the vacation will be extended by the number of days continuous with the vacation; provided, however, that this shall not apply to vacations during Christmas and Easter shut down periods, unless specifically authorized in writing by the employee's supervisor and approved by the Superintendent.
- E. A vacation may not be waived by an employee for extra pay for working during that period.

SECTION 4: PROVISIONS APPLICABLE TO ALL EMPLOYEES AND THEIR VACATIONS

- A. Employees will be granted vacation provided that they have completed one (1) year of service (or, six months of service as the case may be), each month of which shall exceed 75 percent of the employment assignment.
- B. Vacation time may not be carried over or accumulated from one year to the next.

- C. If an employee becomes ill and is under the care of a duly licensed physician during his or her vacation, his vacation will be rescheduled. In the event his incapacity continues throughout the year, the employee will be awarded payment in lieu of vacation. An employee must furnish a physician's certificate to receive these benefits. The Employer reserves the right to have such employee examined by a physician of its choosing, at the Employer's cost.
- D. Employees shall not accumulate vacation days while on leave of absence.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues throughout the year, he will be awarded payment in lieu of vacation. An employee must furnish a physician's certificate to receive these benefits.

SECTION 5: VACATION PAY

- A. If a regular pay day falls during an employee's vacation, he may receive his check in advance. Receiving the check in advance shall not necessitate an additional check run. If an employee changes his vacation period, he must make a request for his check two (2) weeks before leaving if he desires to receive his check in advance.
- B. If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay-off for the current calendar year will have such credit deducted from his vacation the following year.
- C. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

SECTION 6: SCHEDULE FOR NEW EMPLOYEES

All new hires who work less than 52 weeks shall be limited to vacation time, earned according to seniority requirements, only during the Christmas and Easter vacation periods.

SECTION 7: ACCUMULATION (LEAVE OF ABSENCE)

Employees shall not accumulate vacation days while on a leave of absence.

ARTICLE 22 – UNION BULLETIN BOARDS

SECTION 1: LOCATION / POSTING OF MATERIALS

The Board will provide bulletin boards in each building in a suitable place for use by the Union in posting notices of the following types:

- A. Notices of recreational and social events
- B. Notices of election.
- C. Notices of results of election.
- D. Notices of meetings.

SECTION 2: COMMUNICATION

A copy of all notices will be forwarded to the Board.

ARTICLE 23 – SAFETY COMMITTEE

SECTION 1: MEMBERSHIP / PURPOSE

A Safety Committee of employees and Board representatives is hereby established. This committee will include a representative from each building and shall meet when necessary during regular daytime working hours for the purpose of making recommendations to the Board. Within thirty (30) days of the signing of this Agreement the Local Union President shall submit the names of the representatives who shall serve as Building Safety Committee Members.

ARTICLE 24 – INSURANCE BENEFITS

SECTION 1: HOSPITALIZATION

The Board agrees to pay the full premium and the \$2,500 / \$1,250 deductible for hospitalization / medical coverage for full-time employees and family. The plan will be:

Flexible Blue Medical Coverage with Flexible Blue Rx Plan 2
with Rider FB – RM100 and Rider FB – PC 500M
with Rider FB – OCSM-24
with Rider CI, Rider PCD2, and Rider PD-CM
with \$10/60 (\$2,000 max) prescription copay
with Rider FB – CM2000/4000-P,4000/8000-NP

This coverage shall be granted to all full-time, seniority employees.

SECTION 2: LIFE INSURANCE

The Employer agrees to pay the full premium of a term life insurance plan for each full-time employee, or a face value of \$15,000 while employed or for a period not to exceed two (2) months while laid off.

SECTION 3: SHORT TERM DISABILITY

A disability plan as recommended by Fairlane Associates shall be provided for each employee.

SECTION 4: VISION PLAN

The Employer shall provide a full family Vision Plan, as summarized on the attached schedule.

SECTION 5: DENTAL PLAN

The Employer shall provide full-service, family Dental coverage, as summarized on the attached schedule.

SECTION 6: UNEMPLOYMENT (PAYMENT OPTION)

Employee has the option of paying premium at group rates during periods of unemployment.

SECTION 7: INSURANCE DECLINATION PAYMENT

Employees shall be eligible for a total opt-out payment of \$2,600 annually if they waive health insurance coverage for a full year. The opt-out payment shall be payable in equal installments throughout the work year.

To be eligible for the opt-out payment, the employee must provide evidence, satisfactory to the District that he or she is covered by the health insurance of a spouse or other individual at the time the employee waives insurance coverage.

ARTICLE 25 – WORKERS’ COMPENSATION

SECTION 1: EMPLOYEES COVERED

All employees will be covered by applicable Workmen’s Compensation Laws, as required by the State of Michigan for any and all injuries sustained in the course of employment.

SECTION 2: PAYMENTS

An employee injured on the job and drawing Worker’s Compensation will be assured the difference between Worker’s Compensation payment and other benefits such as social security and regular salary in accordance to State Law.

ARTICLE 26 – RETIREMENT

SECTION 1: STATE PLAN

The Union agrees to the retirement plan as outlined by the State of Michigan for school employees.

ARTICLE 27 – CLASSIFICATION AND RATES

SECTION 1: EMPLOYEES COVERED

The employees covered by this Agreement are specified in the RECOGNITION clause on page 1.

SECTION 2: CREDIT FOR EXPERIENCE

If a bargaining unit member has previously been given consideration for having experience in a position, that consideration shall continue if and when the bargaining unit member is considered for any future position.

SECTION 3: COMPENSATION

Compensation will be in accordance with the wage schedules appended to this Agreement.

Movement to a higher step occurs on the anniversary date of the Employee's date of hire.

ARTICLE 28 – PERSONNEL POLICIES

SECTION 1: AGREEMENT

Each member of the bargaining unit shall be provided with a copy of the Personnel Policies Manual by the Employer, if and when one is developed and adopted by the Employer.

ARTICLE 29 – EVALUATIONS

SECTION 1: EVALUATIONS

The Board shall implement its employee evaluation procedures, that shall include at least one formal, written evaluation each year, on or before June 1, by the immediate supervisor of the employee or a designee of the Superintendent.

ARTICLE 30 – TEMPORARY EMPLOYMENT

SECTION 1: TIME LIMIT FOR TEMPORARY WORKERS

- A. Temporary help shall be employed for specified periods of time, but shall not be employed in excess of ninety (90) working days. The Union maintains the right to represent temporary help.
- B. No fringe benefits will be provided for temporary employees.
- C. Temporary positions lasting more than ninety (90) days shall be posted.

SECTION 2: DEFINITIONS (Substitute vs. Temporary)

- A. Substitute employees are persons taking the place of permanent employees on a day-to-day basis because of illness or other absence.
- B. Temporary employees are those hired in addition to the present work force because of unusual workload conditions.

ARTICLE 31 – UNIFORMS AND UNIFORM ALLOWANCE

SECTION 1: BUS/TRUCK DRIVERS

- A. If uniforms for bus drivers are mandated by the Employer, then the following provisions (B through E) shall apply.
- B. Bus drivers shall be provided jackets, not other items.
- C. Uniforms are to be worn only during working hours while the driver is engaged in his occupation of driving the school bus.
- D. An allowance of \$3 per week will be allowed for each driver who is not issued a uniform by September 15 and will be paid each pay day thereafter until the uniform is issued.
- E. The allowance provision becomes effective July 1, 1974.

SECTION 2: FOOD SERVICE PERSONNEL

- A. Cooks and cafeteria managers shall be issued necessary aprons, hats, and uniforms to maintain a clinical atmosphere in the kitchens.
- B. An allowance of \$3 per week will be allowed for each cook or manager who is not issued a uniform by September 1 of each school year. This amount will be paid each pay day thereafter until the proper attire is provided by the Board of Education, and is to be received by the employee on his/her regular pay check.

ARTICLE 32 – HEALTH REPORTS

SECTION 1: REQUEST BY BOARD; X-RAY / SKIN TEST

The Union agrees that the Board may request any permanent employee to submit a health report (chest X-ray examination or skin test) if mandated by state or federal jurisdiction. Such examinations shall be paid for by the Board. The report of the examining physician shall be made directly to the Superintendent of Schools.

ARTICLE 33 – PART-TIME EMPLOYEES

SECTION 1: DEFINITION

Part-time employees are those persons who are regularly scheduled to work less than thirty (30) hours per week, (rather than six (6) hours per day). Bus drivers or other transportation employees employed on or before July 1, 2003, whose work schedule is reduced from being defined as eight (8) hour as provided above (Article 19, Section 1.H) shall not be considered part-time employees.

SECTION 2: BENEFITS FOR PART-TIME EMPLOYEES

Part-time employees shall be granted sick leave and seniority. Sick leave and seniority shall be granted and shall accumulate in such proportional amounts as their actual hours of work bear to full-time employment.

ARTICLE 34 – SUMMER / SEASONAL JOBS

SECTION 1: SPECIAL CONFERENCE PROVISION

Summer School / Summer jobs and seasonal jobs shall be discussed in Special Conference with the Union prior to the posting date of said positions. Summer rates will be discussed and mutually agreed upon by the Employer and the Union; otherwise workers will be paid the prevailing rate as negotiated in the current Agreement. Decisions of whether or not to contract with a third party for noninstructional support services remains within the sole authority of the Board, pursuant to MCLA 423.215 (Section 15 of the Public Employment Relations Act, Michigan Public Act 336 of 1947 as amended).

SECTION 2: NOTIFICATION TO THE UNION OF THE APPLICATION PROCESS

The Union will be notified of grant applications for specially funded programs.

ARTICLE 35 – INCENTIVE FOR HIGHER EDUCATION

SECTION 1: AGREEMENT

Non-teaching employees shall be allowed to participate in Board paid, work-related, conferences/workshops/seminars, whenever funds are available. Each year, on reasonable advance request, the Superintendent or his/her designee shall meet with a representative of the Union to discuss appropriate training for aides and/or other members of the bargaining unit.

ARTICLE 36 – TRANSPORTATION

SECTION 1: OVERNIGHT TRIPS

Bus drivers will be paid \$40 and room and board for overnight trips.

ARTICLE 37 – COMMUNICATIONS

SECTION 1: BOARD AGENDA

A copy of the agenda of each public meeting of the Board of Education with all normal attachments not confidential as determined by the Board will be placed in the Union mail box at the time regular distribution is made to the Board.

SECTION 2: SENIORITY LISTS

The Employer shall furnish the Union a list of all employees covered by this Agreement within thirty (30) days of the beginning of the school year. The names of employees, their title, seniority, wage and date of hire, shall be clearly stated. This list shall state seniority by classification in current position. Any change in the status of any employee on the list shall be communicated to the Union President, in writing, no later than ten (10) working days after the change occurs.

SECTION 3: ORIENTATION KITS

Personnel Policies Manual will be provided if and when one is developed and adopted by the Employer, and that the employee will be provided with a job description, rather than a Job Description Booklet.

The Employer shall furnish each new employee with an Orientation Kit (Contract, Personnel Policy Manual – when one is developed and adopted by the Employer, Job Description, and Union Dues Deduction Form) at the time of hiring.

SECTION 4: UNION LIST TO EMPLOYER

The Union shall supply the Employer in writing a list of its officers and agents, committee members and other officials along with office locations and telephone numbers, and shall keep the Employer informed of any changes in this data.

SECTION 5: REQUESTS FOR STATISTICAL DATA

The Employer will make available to the Union, upon its written request, within ten (10) days, such available statistical, financial and personnel information or reports related to the school district as are necessary to process grievances, prepare negotiation strategies, or implement the Collective Bargaining Agreement, provided that such requested information does not violate any existing statutes.

ARTICLE 38 – MISCELLANEOUS PROVISIONS

SECTION 1: MILEAGE RATES

Current IRS-approved rate – 3 mile minimum.

SECTION 2: FULL SETTLEMENT

The parties acknowledge that this agreement is in full settlement of grievances or contract violations whether known or unknown to them existing as of the date of the signing of this Agreement.

SECTION 3: ANNUAL TRAINING

Training shall be provided for bargaining unit members on an annual basis. The focus of the training during the 2009-10 school year will be crisis prevention and crisis intervention.

ARTICLE 39 – DOCUMENTS

SECTION 1: COLLECTIVE BARGAINING AGREEMENT

Copies of the ratified Collective Bargaining Agreement shall be supplied to all part-time/full-time members of the bargaining unit, in printed form, within sixty (60) days after negotiations are completed. The Union and the Employer will share, equally, the cost of printing of the Collective Bargaining Agreement. The Union and the District will rotate the responsibility of preparing the draft copy of the negotiated Collective Bargaining Agreement for the other Party to proof prior to both Parties affixing their respective signatures. Upon completion of the 2006-07 negotiations, the District will start the rotation and will update the Collective Bargaining Agreement for the Union to proof.

SECTION 2: DOCUMENTS

Should the Employer adopt a Personnel Policies manual, any provision in the Manual that is inconsistent with the terms of this Agreement shall be null and void.

SECTION 3: LETTERS/MEMORANDA OF UNDERSTANDING

Will become a part of this Agreement as they are mutually agreed upon.

ARTICLE 40 – NON-DISCRIMINATION

SECTION 1 – DISCRIMINATION PROHIBITED

The Board shall not discriminate on the basis of race, creed, color, age, sex, national origin, marital status, or sexual orientation.

ARTICLE 41 – DURATION OF AGREEMENT

SECTION 1: EFFECTIVE DATES

This Agreement shall become effective as of July 1, 2009 and shall remain in full force and effect until midnight, June 30, 2012. For the 2010-11 and 2011-12 school years, the contract will be re-opened to negotiate calendar and compensation (salary and benefits) only. It shall automatically renew from year to year, unless either party shall notify the other party, in writing, at least ninety (90) days prior to June 30, 2012, that it desires to revise or modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

This Agreement shall remain in full force and be in effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**Inkster Public Schools
Board of Education**

**Michigan AFSCME Council 25 AFL-CIO
Local 1638**

President

President

Secretary

Chief Negotiator

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

APPENDIX A: WAGE SCHEDULE

2009-10	STEP 1 yrs 1-3	STEP 2 yrs 4-6	STEP 3 yrs 7-10	STEP 4 yrs 11 +
Secretary	14.57	16.13	16.65	18.21
Bus Driver	13.53	15.09	16.13	17.69
Youth Officer	13.53	15.09	16.13	17.69
Instructional Technician 1	13.53	15.09	16.13	17.69
Instructional Technician 2*	14.25	15.81	16.85	18.41
Food Driver	11.96	13.01	15.09	17.17
Cook	10.92	11.96	14.05	16.65
Lunch Aide	10.66	11.44	11.96	13.53
Bus Aide	10.66	11.44	11.96	13.53

* An Instructional Technician with an Associates Degree is designated as an Instructional Technician 2.