

**AGREEMENT**  
**BETWEEN THE**  
**SOUTH REDFORD SCHOOL DISTRICT**  
**AND**  
**THE SOUTH REDFORD**  
**CUSTODIAL-MAINTENANCE-TRANSPORTATION**  
**ASSOCIATION MEA/NEA**

**July 1, 2004**

**through**

**June 30, 2007**

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**SOUTH REDFORD SCHOOL DISTRICT**  
**26141 Schoolcraft**  
**Redford, Michigan 48239**

An Equal Opportunity Employer

# TABLE OF CONTENTS

## Preamble

<b>Article</b>		<b>Page</b>
1.	Recognition.....	1
2.	Union Security.....	1
3.	Deduction of Dues .....	1
4.	Management Rights .....	2
5.	Departments Defined .....	3
6.	Probationary Period .....	3
7.	Seniority.....	3
8.	Discharge or Suspension .....	6
9.	Grievance Procedure.....	6
10.	Representation .....	8
11.	Leaves of Absence.....	9
	Sick Leave Bank.....	9
	Master Sick Leave Bank .....	10
	Unused Sick Days at Time of Termination .....	12
	Sick Leave .....	12
	Personal Leave .....	14
	Military Leave.....	14
	Peace Corps Leave.....	15
	Child Care Leave .....	15
	Union Business.....	15
	Court Leave - Special Cases.....	15
	Jury Duty .....	16
	Other Leaves .....	15
12.	“No Strike” Clause .....	16
13.	General Terms .....	18
14.	Overtime and Hours of Work.....	22
15.	Group Insurance Protection.....	24

# TABLE OF CONTENTS

(Continued)

16.	Paid for Time .....	31
17.	Pay Period .....	31
18.	Loss or Damage .....	32
19.	Protection of Employees.....	32
20.	Employee Evaluation .....	32
21.	Retirement.....	33
22.	Required Health Examination .....	33
23.	Inclement Weather.....	33
24.	Holidays .....	34
25.	Vacations .....	35
26.	Provisions Contrary to Law .....	36
27.	Professional Development .....	37
28.	District Policy Manuals.....	37
29.	Duration of Agreement.....	38
	Job Classifications.....	40
	Appendix A - Hourly Rate Schedule (1999-03).....	45

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of October, 2004, by and between the SOUTH REDFORD SCHOOL DISTRICT, a Michigan Municipal Corporation located at 26141 Schoolcraft, Redford, Michigan 48239, party of the first part, and hereinafter termed the Employer, and the South Redford Custodial, Maintenance, Transportation Association MEA/NEA , hereinafter called the Union.

#### PREAMBLE

WHEREAS, the District and the Union recognize and declare that providing a quality education for the children of South Redford is their mutual aim; and

WHEREAS, act 379 of the Michigan Public Acts of 1965 permits an employees' organization to become an exclusive bargaining agent for all employees named in a unit appropriate for such purposes; and

WHEREAS, a representative consent election for the Transportation and General Departments was held on March 26, 1982, under the direction of the State Labor Mediation Board to determine the exclusive bargaining agent; and

WHEREAS, the results of the representative consent election for the aforementioned categories did show in fact a decisive vote in favor of the Michigan Educational Support Personnel Association of South Redford #2 (Transportation and General Departments); and

WHEREAS, the naming of the bargaining agent was certified by the State Labor Mediation Board on April 5, 1982; and

WHEREAS, both parties are desirous of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful relations between the parties; and

WHEREAS, the District and the Union following extended and deliberate collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment; and

WHEREAS, the District and the Union have reached a collective bargaining agreement which they desire to memorialize.

THEREFORE, the District and the Union agree as follows:

# **ARTICLE 1**

## RECOGNITION

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement.

# **ARTICLE 2**

## UNION SECURITY

Each employee, who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of this contract. Each employee hired on or after the execution of this Agreement shall be bound by the same dues deduction requirements. After thirty-one (31) days from the date of original employment, an employee shall be eligible to join the Union, and at that time will be subject either to union dues, or administrative fees. Any employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

Written notice, including date of hire, shall be furnished immediately to the Union and a copy to the Union President of all newly hired employees.

# **ARTICLE 3**

## DEDUCTION OF DUES

The Employer agrees to make twenty (20) deductions each year for union dues and/or initiation fees for each employee for whom the Union presents a payroll deduction authorization form, signed by such employees, provided however, that said payroll deduction authorization forms are presented ten (10) days prior to preparation of the first payroll from which deduction for union dues is to be made. The amount of the union dues and initiation fee shall be certified to the Employer by the Secretary-Treasurer of the Union.

## Deduction of Dues - Continued

Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made.

# **ARTICLE 4**

## MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the South Redford Public Schools, and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Public School System, including, but not limited to, the right:

- a. to the exclusive management and administrative control of the school system and its properties and facilities, and the activities of its employees during employee working hours;
- b. to hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- c. to determine the hours of work and the duties, responsibilities, and assignments of employees, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices, in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan and the Laws and Constitution of the United States.

## **ARTICLE 5**

### DEPARTMENTS DEFINED

There shall be two (2) departments under the terms of this Agreement. One shall be known as the General Department, which includes all employees in the Custodial and Maintenance Classifications. The second shall be known as the Transportation Department which shall include all mechanics and drivers except those who from time to time may be called upon from the General Department to drive regularly scheduled runs only.

## **ARTICLE 6**

### PROBATIONARY PERIOD

A new employee shall work under the provisions of this Agreement, but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against union members. During the probationary period, the employee shall not receive pay for sick days, or personal leave. After ninety (90) days, the employee shall be placed on the regular seniority list as of the date of hire.

An exception is provided to the ninety (90) day term of this Article as follows:

- a. An additional thirty (30) day probationary period may be required by the Employer, when notice has been given the Union, for exceptional cases as determined by the Superintendent of Schools where a question remains whether the employee is to be granted permanent status.

## **ARTICLE 7**

### SENIORITY

#### Section I

- A. Seniority shall be defined as the date the employee becomes a bargaining unit member.

## Seniority - Continued

- B. Seniority can only be carried in one department.
- C. Seniority will be a prime factor in authorizing vacation periods.
- D. Seniority shall be broken by discharge, voluntary quit, layoff for a period of more than two (2) years, or if the employee is absent for three (3) consecutive working days without notifying the employer.

### Section II

The employer shall post a list of employees for each department by October 1 of each year, arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Seniority lists shall be provided to Union Officers.

### Section III

- A. With respect to Custodial I, Custodial II, and Bus Driver positions: if qualifications to perform the job are met, seniority will prevail within the two departments for vacancies in these job classifications.
- B. With respect to skilled and semi-skilled maintenance and technician categories and any new classifications requiring specific technical skills, provided that an employee meets the qualifications for a position as determined by the Board, the employee with the greatest seniority who bids on the position and meets or exceeds the qualifications established by the Board shall be placed in the position. The Board is under no obligation to place a person in a position where the person does not meet the qualifications.
- C. Personnel within the department where they are assigned will be eligible to bid on job vacancies in their department.

### Section IV

- A. When in the opinion of the Board it becomes necessary to reduce the number of General Department and/or Transportation Department employees in the School District, the Board may lay off the requisite number of personnel in inverse order of their seniority. For the skilled maintenance position(s) only, lower seniority members may be retained over higher seniority members if the higher seniority member/s do not possess the special skills to carry out the requisite job functions.

## Seniority - Continued

- B. In the event of a reduction of staff, an employee shall be given at least thirty (30) calendar days advance notice.
- C. When employees are to be recalled following reduction of staff, said employees will be recalled in reverse order of reduction provided that said employees meet all medical conditions required at the time of hire if recall occurs later than a ninety (90) day period and meets the criteria as established in Section IV, A.
  - 1. In the event of a recall, the employee shall be given at least fifteen (15) calendar days' advance notice. Such notification shall be sent by certified mail, return receipt requested, to the employee's last known address.
  - 2. In the event the employee fails to make himself available for work at the end of said fifteen (15) calendar days, he shall lose all seniority rights under this Agreement and shall constitute resignation of said employee.
- D. Union Officers responsible for grievance processing shall be the last employees laid off, pursuant to law.

## Section V

In case of job elimination, the employee using his total Board seniority shall have the right to bump in classification or downward by bumping the employee with the least amount of seniority and meets the criteria as established in IV, A.

## Section VI

- A. Employees currently assigned to non-bargaining unit positions and who shall later be returned to the bargaining unit shall be entitled to seniority credit for his/her entire length of service to the South Redford School District including non-bargaining unit service, and shall be placed on the pay schedule consistent with such accumulated seniority.
- B. A bargaining unit employee who shall become assigned to a non-bargaining unit position and who shall later be returned to bargaining unit status shall be entitled to seniority credit acquired as a bargaining unit employee and shall be placed on the pay schedule consistent with such accumulated seniority.

## **ARTICLE 8**

### DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, but prior to discharge or suspension, the Employer shall give at least two (2) warning notices of complaints against such employee to the employee, in writing, and a copy of the same to the Union Officers affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is immorality, use of illegal drugs, gross insubordination, dishonesty, theft, drunkenness, recklessness, or the carrying of unauthorized passengers while on the job. The warning notices as herein provided shall not remain in effect for a period of more than twenty-four (24) months from the date of said warning notice, with the exception of warning notices of the same or of a similar nature which will remain in effect for a period of thirty-six (36) months. Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done any employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. A request by an employee for the investigation as to his discharge or suspension must be made by written request to the Superintendent of Schools within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in the Grievance Procedure.

## **ARTICLE 9**

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" shall mean a complaint by an employee or a group of employees based on an alleged violation, misinterpretation, or misapplication of this Agreement, of one or more of the expressed provisions of this Agreement.
2. An "aggrieved person" shall mean the employee or employees making the complaint either individually or through the Union.
3. The term "days" when used in this Article shall, except where otherwise indicated, mean working days.

## Grievance Procedure - Continued

4. The term "supervisor" shall mean either/or the Custodial, Maintenance, and Transportation Supervisor, building principals and/or his/her designee.
5. "Union Officer" means the designated individual by the Union who carries out this role. It is understood that the Union may initiate grievances of a general nature when it is believed that a specific item of the contract has been violated.

### B. General Principles

1. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.
2. The primary purpose of this procedure is to secure at the earliest possible level, equitable solutions to the complaints or grievances of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
3. Time limits specified in the Grievance Procedure shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event the Union fails to properly process a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the School District's last answer. In the event the District shall fail to supply the Union with its answer to a particular step within the specified time limits, the grievance shall be automatically advanced to the next step.
4. It shall be the practice of all parties in interest to process grievance procedures during such time as not to interfere with the execution of regular work assignments.

### C. Procedure

1. Step One - An employee who may have a grievance shall within five (5) days of the alleged contract violation first contact his immediate supervisor and verbally notify him of his grievance. In the event the grievance is not satisfactorily resolved at this level, the aggrieved employee shall with or without the Union Officer accompanying him, give formal notice in writing to his or her immediate supervisor and to the Union. Such notice shall be filed not later than five (5) days after the informal discussion required under this step.

## Grievance Procedure - Continued

2. Step Two - Upon receipt of the written grievance, the immediate supervisor shall within five (5) days answer the aggrieved employee in writing.
3. Step Three - In the event the grievance is not satisfactorily resolved at Step Two, a conference between the Employer representatives and the Union representatives will be held within five (5) working days following receipt of request from the Union for such meeting. The Union request for said meeting must be made within seven (7) working days of receipt of written answer in Step Two. Within seven (7) days of said meeting, the employer shall prepare an answer to the grievance, copies of which shall be given to the aggrieved person and the Union.
4. Step Four - If either the Board or the Union is not satisfied with the disposition of the grievance at Step Three, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. Written demand must be made within ten (10) days after the receipt of the determination of the superintendent's committee at Step Three. If such demand is not made within said ten (10) day period, the grievance shall be deemed settled on the basis of the last answer of the Board. It is understood the Executive Board of the Union may veto a request by an employee to pursue arbitration. Neither the Board nor the Union will be permitted to assert any grounds or 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, and shall be restricted in his judgment to the expressed provisions thereof. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as he judges to be proper. Each party shall bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator.

## **ARTICLE 10**

### REPRESENTATION

The Employer recognizes the right of the Local Union to designate three representatives and three alternates from the Employer's seniority list. The authority of the representatives and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

## Representation - Continued

1. The investigation and presentation of grievances with his/her employer or the designated employer's representative in accordance with the provisions of the collective bargaining agreement;
2. The collection of monies in pursuit of conduct of union business other than regular dues and/or initiation fees, when authorized by the Local;
3. The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
  - a. have been reduced to writing; or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-down, refusal to handle goods, or any other interference with the Employer's business.

Representative employees shall be permitted reasonable time to investigate, present and process grievances or handle any other Union business as described above without loss of time or pay during his regular working hours. The Union shall be provided twenty (20) days which are designated for Union business. In addition, eight (8) working hours (one day) shall also be made available each week, cumulative up to five (5) additional days. When the days are used, they shall be replenished at the above rate. At no time shall the total number of accumulated unused Union business days exceed twenty-five (25). Such time spent in handling grievances during the representative employee's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the representative employee.

## **ARTICLE 11**

### LEAVES OF ABSENCE

#### Section 1 - Sick Leave Bank

- A. A sick leave bank will be established for each employee covered by this Agreement.
  1. Twelve (12) month employees shall be entitled to one day sick pay per month, a maximum of twelve (12) per year. Any employee working less than twelve (12) month period will be credited on a pro rata basis, taking into consideration also hours worked per day.

## Leaves of Absence - Continued

2. Statement of sick leave bank showing balance of days in bank as of each July 1 will be furnished each employee.
3. Number of days accumulated in sick bank shall not be limited.
4. Employees shall be paid for days off due to sickness following the 90-day probationary period. Earned sick leave days (one per month) will be credited to the individual's sick leave bank while on probation and may be subsequently used.
5. Transportation - Summer Work - Drivers who work forty (40) hours per month during the summer shall receive one (1) additional sick day per month.

### B. Master Sick Leave Bank

1. All members of the bargaining units who have completed their probationary period shall be members of the Master Sick Leave Bank (MSLB).
2. Current members of the MSLB shall contribute one sick leave day from his/her personal accumulation. The Board shall add a sufficient number of days to bring the MSLB to 150 days.
3. Each new member of the MSLB shall contribute one sick leave day from his/her personal accumulation at the conclusion of his/her probationary period.
4. At any time the MSLB has 30 days available each member shall contribute one sick leave day from his/her personal accumulation. The Board shall add a sufficient number of days to bring the MSLB to 150 days.
5. To be eligible for days from the MSLB, the member must be off work or anticipate being off work for fifteen (15) or more work days, with the same illness, and have used all of his/her personal accumulation.

## Leaves of Absence - Continued

6. An eligible member may request from the MSLB Committee a sufficient number of days to provide him/her with continuance of wages until the waiting period for LTD is completed, the member returns to work, or thirty (30) work days, whichever is less. If thirty (30) work days does not provide the member with a sufficient number of days to provide him/her with continuance of wages until the waiting period for LTD is completed or the member returns to work, he/she may request up to thirty (30) additional work days. This process may be repeated until the member has completed the waiting period for LTD or has returned to work, whichever occurs first.
7. Each request referred to above shall be sent to the chairperson of the MSLB Committee, on a form to be developed by the Committee, along with a doctor's certificate certifying the member is not able to work because of illness.
8. If an employee is incapacitated for at least fifteen (15) working days (not necessarily consecutive working days) in any one year, and there is further recurrence of the same illness and same physician, if available, verifies such, then the sick bank committee may, at its discretion, waive fifteen (15) consecutive work days' eligibility requirement.
9. A member without a personal accumulated sick leave day when the MSLB is to be funded shall not contribute a sick day until he/she earns a day. When the day is earned, it shall be placed in the MSLB.
10. The MSLB Committee shall act on all requests in a timely manner. The MSLB Committee may request additional information as may be necessary to process the request.
11. The Committee will meet on all requests in a timely manner. All decisions of the committee shall be by majority of the Committee present at the time the decision is made. The chairperson of the MSLB Committee shall notify the member and the Administration in writing of the Committee's action on each request.
12. The Committee shall be made up of two (2) members selected by MESPA 2 and two (2) administrators selected by the Administration. The Committee shall serve for the duration of the Contract.

## Leaves of Absence - Continued

13. Any vote resulting in a tie shall be submitted to the Assistant Superintendent for a final decision.
14. Decisions by the MSLB Committee shall not be subject to the Grievance Procedure.
15. When an employee terminates employment, the day(s) he has contributed to the MSLB shall remain in the MSLB and shall not be counted for purposes of calculating unused sick days pursuant to Article 12, Section 2.
16. Worker Compensation-related injuries resulting in time off from work shall not be the basis for receipt of MSLB benefits.
17. Forms authorizing MSLB benefits, accompanied by supporting physicians' statements, shall be signed by MSLB members and submitted to the Personnel Office.

### Section 2 - Unused Sick Days at Time of Termination

#### A. Terminal Pay

Terminal pay based upon unused sick days will be made according to the following schedule:

1. Employee must have completed at least ten (10) years of employment in the South Redford School District to be eligible for terminal pay.
2. After 10 years - Employees will receive full credit for unused sick days in bank accumulated at the rate of \$33.00 per day.  
  
After 15 years - Full credit for unused sick days accumulated in bank at the rate of \$35.00 per day.  
  
After 20 years - Full credit for unused sick days accumulated in bank at the rate of \$50.00 per day. Employees who have completed more than 20 years of service and have accumulated 180 or more sick days shall receive an additional lump sum payment of \$500.
3. In the event of an employee's death while still employed with the District who had at least ten (10) years of employment, the designated beneficiary will receive the accumulated terminal pay benefits.

## Leaves of Absence - Continued

### Section 3 - Sick Leave

- A. Employees covered by this Agreement shall be paid when absent due to illness from their individual sick leave bank within the limitations set forth herein. Each such absence shall be examined by the immediate supervisor of the employee concerned. The supervisor may require proof of illness prior to approval of payment for such absence.
- B. An employee on a medical leave may return to his/her former classification within two years of the onset of the illness. During this two-year period of time the Board may post a temporary vacancy or may fill the position with a substitute. After two years an employee is entitled to return to the bargaining unit.
- C. Provisions for Reporting Absence Due to Illness
  1. The first day of absence shall be reported to the immediate supervisor at least forty-five (45) minutes before the employee's starting time, or if practicable, to the home of the immediate supervisor. Each such failure to notify the supervisor regarding an absence will be reviewed. In the event the supervisor determines that the failure to notify was not for an appropriate reason, the absence shall result in loss of pay. An employee who has called in to his/her supervisor in accordance with the provisions of this article will not be charged a sick day if school is closed as a result of an Act of God day.
  2. If the absence continues, the employee shall notify the immediate supervisor to this effect before 2:00 p.m. of the first day and each succeeding day of absence. If notice is not received by the above-specified time, it will be assumed that the employee shall return to duty the following day.
  3. A physician's statement concerning absences may be requested by the Employer. The Employer retains the right to refer an employee to a doctor retained by the School District.
- D. In case of prolonged illness, the employee is not required to make daily contact with the immediate supervisor. However, the immediate supervisor may request, as deemed necessary, additional statements from the employee's physician.

## Leaves of Absence - Continued

E. On sick leave days immediately preceding or immediately following a legal holiday, the Employer may request proof of absence for each such illness. In the event the Employer requests proof of illness and the employee fails to present proof of illness, the absence shall result in loss of pay.

F. Illness/Disability in Immediate Family

When an employee is absent from duty because of a serious illness/disability in the immediate family, or when emergency illness/disability in the family requires an employee to make arrangements for necessary medical or nursing care, such absence shall be reviewed by the immediate supervisor as herein provided in Section 3C. Immediate family shall be interpreted as husband, wife, son, daughter, mother, father, brother, sister, grandparents, grandchildren and corresponding relatives of spouse.

G. Funeral Leave

Funeral leaves not to exceed five (5) days will be granted in case of death in the immediate family. Immediate family will include those members of the family as defined in Section 3F of this Article. Funeral leave days are not charged to sick bank.

### Section 4 - Personal Leave

Personal leave days may be provided for legitimate business, professional, and family obligations which cannot be met outside the regular work day. They are not provided for casual or indiscriminate use. A statement of purpose to the employee's immediate supervisor is required prior to the leave. Personal leave must be arranged with the immediate supervisor at least twenty-four (24) hours in advance of the anticipated absence. If, in the opinion of the immediate supervisor, the conditions causing the personal leave justify compensation, a recommendation is made to the Superintendent that the employee's salary be continued during the period of personal leave. Approval of the Superintendent of each recommendation is required.

### Section 5 - Military Leave

A leave of absence for military service, without salary, shall be granted upon written request to any employee who enters a branch of the armed services of the United States. Such employee shall retain and continue to accumulate seniority during his service period, provided that he applies for reinstatement with the School District within thirty (30) days after honorable discharge. Such employee shall be returned to his former position providing physical requirements are met.

## Leaves of Absence - Continued

### Section 6 - Peace Corps Leave

A leave of absence, without salary, will be granted upon written request to employees who elect to join the Peace Corps as full-time participants in such program. Such leave may not extend for more than two (2) years and said employee shall retain and continue to accumulate seniority during his service period, provided that he applies for reinstatement with the School District within thirty (30) days after release from such program. Such employee shall be returned to his former position providing physical requirements are met.

### Section 7 - Child Care Leave

A child care leave of absence, without salary, of up to one (1) year may be granted upon written request and upon certification of pregnancy by the employee's physician or spouse's physician. Such leave may also be granted for the purpose of adopting a child. Such written request will state the date at which the leave will commence and termination date.

### Section 8 - Union Business

The Employer agrees to grant reasonable time without pay to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business provided that:

- a. Written request is given to his/her immediate supervisor five (5) days prior to absence, and
- b. Approval of such request is recommended by the immediate supervisor and approved by the Superintendent of Schools.

### Section 9 - Court Leave--Special Cases

In the event an employee is subpoenaed to appear as a witness in court as a result of an accident while in the performance of his/her regular work assignment, leave of absence shall be granted without loss of pay.

## Leaves of Absence - Continued

### Section 10 - Jury Duty

In the event an employee is required to serve on jury duty, a leave of absence shall be granted. The employee will be paid the difference between his/her regular pay and the compensation received for jury duty. A request for pay will be submitted by the employee together with evidence of the amount of compensation received for jury duty. The Employer reserves the right to ask the Court for a waiver of such jury duty if the employee's services are deemed essential to school operations.

### Section 11 - Other Leaves

An employee who does not qualify for a leave authorized by this Agreement may, with the consent of the Board, be granted an extended leave of absence for special reasons acceptable to the Board. Such leave shall be without pay and may not exceed a period of one year. Seniority will not be accrued while on such leave.

## **ARTICLE 12**

### "NO STRIKE" CLAUSE

The Union agrees to observe the "no strike" provisions as set forth in the following sections of Act 379 of the Public Acts of Michigan of 1965:

#### 423.201 (j) Strike Defined Section 1.

"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 the duties of employment for the purpose of inducing, influencing, or coercing a change in employment conditions, compensation, or the rights, privileges, or obligations of employment. For employees of a public school employer, strike also includes an action described in this subdivision that is taken for the purpose of protesting or responding to an act alleged or determined to be an unfair labor practice committed by the public school employer.

“No Strike” Clause - Continued

423.202 Strikes by Public Employees Prohibited Section 2.

A public employee shall not strike and a public school employer shall not institute a lockout. A public school employer does not violate this section if there is a total or partial cessation of the public school employer's operations in response to a strike held in violation of this section.

423.206 Actions of public employees considered to be on strike Section 6.

(1) Notwithstanding the provisions of any other law, a public employee who, by concerted action with others and without the lawful approval of his or her superior, willfully absents himself or herself from his or her position, or abstains in whole or in part from the full, faithful, and proper performance of his or her duties for the purpose of inducing, influencing, or coercing a change in employment conditions, compensation, or the rights, privileges, or obligations of employment, or a public employee employed by a public school employer who engages in an action described in this subsection for the purpose of protesting or responding to an act alleged or determined to be an unfair labor practice committed by the public school employer, shall be considered to be on strike.

(2) Before a public employer may discipline or discharge a public employee for engaging in a strike, the public employee, upon request, is entitled to a determination under this section as to whether he or she violated this act. The request shall be filed in writing, with the officer or body having power to remove or discipline the employee, within 10 days after regular compensation of the employee has ceased or other discipline has been imposed. If a request is filed, the officer or body, within 10 days after receipt of the request, shall commence a proceeding for the determination of whether the public employee has violated this act. The proceedings shall be held in accordance with the law and regulations appropriate to a proceeding to remove the public employee and shall be held without unnecessary delay. The decision of the officer or body shall be made within 10 days after the conclusion of the proceeding. If the employee involved is found to have violated this act and his or her employment is terminated or other discipline is imposed, the employee has the right of review to the circuit court having jurisdiction of the parties, within 30 days from the date of the decision, for a determination as to whether the decision is supported by competent, material, and substantial evidence on the whole record. This subsection does not apply to a penalty imposed under section 2a.

# **ARTICLE 13**

## GENERAL TERMS

### Section 1

Authorized representative of the Union shall be permitted to visit the operation of the Employer during working hours to talk with officers of the Local Union, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

### Section 2

The Union shall have the right to examine time sheets and other time records pertaining to the computation of compensation of any employee whose pay is in dispute or any other time records of the District pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

### Section 3

Should the Employer require any employee to give bond, any premium involved shall be paid by the Employer.

### Section 4

- A. The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.
- B. Special clothing and safety equipment will be made available as determined by the Employer, or as required by law.

### Section 5

The Employer shall provide an adequate bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Only official Union notices are to be posted and must have the signature of the Union President and/or UniServ Director.

## General Terms - Continued

### Section 6

When an employee is required by the Employer to provide his own transportation, while on the job, he/she shall receive an allowance as established by the Board.

### Section 7

A. Vacancies occurring in any position in the bargaining units shall be posted within ten (10) working days of such vacancy and remain posted for not less than seven (7) days. The successful bidder will then be notified and the notice of selection posted within seven (7) days.

B. Notice of Open Positions During the Summer Months

Employees who are not working during the summer months may provide a written request to the Assistant Superintendent that information be mailed to a designated address when positions become available.

C. Any filler/supplemental bus run added to a regular run will be open for bid if it exceeds one-half ( $\frac{1}{2}$ ) hour daily additional time.

### Section 8

The successful bidder shall be given a probationary period of sixty (60) days in the new position. The employee will receive the appropriate rate of pay of the classification. In the event the employee does not satisfactorily complete the probationary period, he shall be returned to his former position and his former rate of pay unless the former position is filled by a more senior bargaining unit member. In such case, the employee shall return to his former classification and former rate of pay.

### Section 9

An employee who is required to work in a classification higher than his classification shall be paid the higher rate for all hours worked in the higher classification when such an assignment exceeds two (2) hours.

## General Terms - Continued

### Section 10

Necessary training for use of new types of equipment shall be provided without loss of time or pay for those assigned to use such equipment or as determined by the employer. Seniority shall govern the qualified list for training of employees on new types of equipment.

### Section 11

A Safety Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union membership will meet at least twice annually for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer shall make the final determination on all matters of Safety and Safety Rules. The Board will notify the Union of its representatives on this panel. Any grievance filed under this section will be initiated at Step 3 of the Grievance Procedure.

### Section 12 - Licenses - Fees - Physical Examinations

- A. Licenses required of employees to carry out assigned duties will be paid for by the School District.
- B. Physical exams required of bus drivers shall be paid for by the Employer, provided that the doctor assigned by the Employer is utilized. Employees may go to their own doctor, if approved by the Employer, but the Employer shall pay only up to fifteen (15) dollars for each physical. Exams must be performed by a licensed M.D. or D.O.
- C. District will pay course costs associated with preparation for boiler licenses after obtaining boiler operator's license. District will designate enrollee and school or classes that may be reimbursed.
- D. Mechanic Certification - The mechanic shall be paid at the rate of \$50 per State of Michigan certificate, not to exceed \$750.00. This is to be paid on an annual basis.

### Section 13

Pursuant to law, an employee shall be permitted to examine the contents of his personnel file, with exception of personal references usually sought at the time of employment.

General Terms - Continued

Section 14

Substitutes will be used only (except in emergencies) in the absence of regular employees. It is not the intent of the Board to employ substitutes for the purpose of depriving bargaining unit members of overtime.

Section 15

Any employee laid off due to staff reduction will have the option to first call for substitute or seasonal work.

Section 16

Student work assignments shall be those officially recognized by the Administration to be class-related. It is not intended that such work projects be designed to deprive the regular work force of routine or overtime assignments.

Section 17

When schools are closed as a result of an Act of God, bus drivers shall receive their regular day's pay.

Section 18

Drivers who report for stand-by duty shall receive a minimum of two (2) hours' pay.

Section 19

No bargaining unit member will be required to administer any medicine prescribed for a student.

Section 20

The Employer may install cameras in school buses for the sole purpose of helping to improve student behavior and, accordingly, student safety on District buses.

General Terms - Continued

The Employer agrees that the tapes made by these cameras are for the primary purpose of recording student behavior and will not normally be used in driver discipline cases. The tapes may only be reviewed by the building principal or transportation supervisor concerning a student discipline issue or to investigate allegations brought against a driver. If, in the course of viewing the tape, the administrator or transportation supervisor believes the actions of the driver are unsafe or in violation of a law or District policy, the transportation supervisor, the driver, and a union representative, if requested by the driver, will review the tape to determine the validity of the charge and to determine if any action or discipline is warranted.

The Employer agrees to provide training for drivers and bus aides in the maintenance of control of students on the bus. The Employer agrees to provide assistance in the control of students on the bus.

## **ARTICLE 14**

### OVERTIME AND HOURS OF WORK

#### Section 1

The standard work week for all full-time General Department employees shall be forty (40) hours per week. The work week is established as five (5) days a week, Monday through Friday with the following exceptions. During a school year in which the state foundation allowance to the District is not increased, employees at the following sites may be assigned to a Tuesday through Saturday work week:

Fisher Elementary School	November through March
Pierce Middle School	November through March
Thurston High School	While school is in session

Employees working a five-day week at other than the normal Monday through Friday schedule will be paid an additional fifteen (15) cents per hour premium for all hours worked on such a shift.

After management has restructured the custodial positions at each building in order to implement the Tuesday through Saturday work week, a meeting shall be held in order for the custodians to bid on the resulting positions.

## Overtime and Hours of Work - Continued

### Section 2

Overtime pay will be one and one-half (1 ½) times the hourly rate for all hours worked in excess of forty (40) hours of work per weekly pay period.

### Section 3

Hours worked in excess of the scheduled forty (40) hours will be paid at time and one-half (1 ½), provided the employee has worked forty (40) hours (bus drivers, thirty [30] hours) during their previously scheduled weekly pay period. Sunday work will be paid at double the straight time rate, provided the employee has worked forty (40) hours (bus drivers, thirty [30] hours), during the previous weekly pay period.

### Section 4

Overtime work shall be rotated according to seniority by building, by department and by classification. Overtime work will be permitted only when authorized by the immediate supervisor.

Work orders for non-emergency weekend work shall be posted no later than 3:00 p.m. on Wednesday.

### Section 5

All overtime shall be charged an employee on the rotating list for a job if refused or accepted. If work is assigned an employee on an overtime basis, when it has been deemed essential by the Administration, such assignment will be from the designated classification list and when this is exhausted, inverse seniority shall be implemented. If the employee then refuses the assignment, disciplinary action may be taken.

### Section 6

If an employee is transferred to another building or classification, he will take accumulated overtime hours to new position. The intent of overtime provisions is to spread as evenly as possible all overtime hours.

### Section 7

New employees will receive the average hours of overtime for everyone in their building on their first day of work and shall be eligible for any and all overtime for which they are qualified beginning their first day of work.

## Overtime and Hours of Work - Continued

### Section 8

Overtime sheets shall start new on July 1 of each year and end on June 30.

### Section 9

Starting time for employees covered in this Agreement will be as follows:

- The day shift shall not begin before 5:00 a.m.
- The midday shift at the high school and middle school shall not begin before 9:00 a.m.
- The afternoon shift shall begin between 1:00 p.m. - 5:00 p.m.
- The midnight shift shall begin between 9:00 p.m. - 12:00 a.m. midnight.

### Section 10

All employees shall receive two (2) fifteen (15) minute coffee breaks when on regular eight (8) hour daily schedule.

### Section 11

- A. Bus Drivers shall not lose compensation because of conferences, in-service programs, final exams or any other day that students are dismissed prior to the regularly scheduled dismissal time.
- B. Bus Drivers shall not receive compensation on days that parochial schools are not in session except for those reasons as described in Section 11 (a) of this Article.

## **ARTICLE 15**

### GROUP INSURANCE PROTECTION

The Board agrees to provide for all employees working at least an average of twenty (20) hours per week group insurance programs subject to the conditions as described below.

Group Insurance Protection - Continued

A. Health/Hospitalization 2004-2005; 2005-2006; 2006-2007 School Year

The Board shall make full premium contributions for each employee and his/her dependents upon written application for health benefits through the MESSA Super Care I, Tri-Med, or Choices programs as defined in the certificates of coverage on July 1, 2004, for the 2004-2005 school year; and as defined in the certificate of coverage on July 1, 2005, for the 2005-2006 school year; and as defined in the certificate of coverage on July 1, 2006, for the 2006-2007 school year.

Dependents shall be as defined by the United States Internal Revenue Code.

A committee shall be established to review coverage through other plans and carriers. The carrier may be changed if the committee agrees that substantially equivalent coverage can be obtained at a significant savings to the Board. In no event shall the aggregate benefit be less than those provided by Super Care I, Tri-Med, or Choices programs, if applicable.

The following provisions shall apply to the Group Insurance Program:

1. All employees with at least four (4) years of employment with the Employer and are eligible for health insurance shall have a one-time selection of one of the following plans. Once this decision is made, it is irrevocable until or unless a change is bargained in a successor agreement.

MESSA Tri-Med	No cost to the employee
MESSA Choices - Co-pay of	\$500 (2004-2005) \$500 (2005-2006) \$700 (2006-2007)
MESSA Super Care I 2003 Revised - Co-pay of	\$1,000 (2004-2005) \$1,000 (2005-2006) \$1,200 (2006-2007)

Employees choosing either the Choices or Super Care plan shall pay the co-pay through a Section 125 Account.

## Group Insurance Protection - Continued

2. New hires will participate in the Tri-Med health insurance program during the first four years of their employment. During the open enrollment period immediately following the completion of their fourth year, the employee shall have a one-time opportunity to exercise the same selection as in subsection 1 above.
3. Employees recalled to part-time assignments will receive the same benefits as full-time employees.
4. Transportation Employees:
  - a. Any change in status will be made on October 1 and February 1.
  - b. For current (20-29) drivers who become eligible for benefits or drivers who are eligible for benefits and did not choose to receive benefits and now wish to receive benefits will participate in the Tri-Med health insurance program during the first four years of participation as follows:
    - 20-24-hour regularly scheduled drivers may receive Tri-Med. Employee contribution is \$1000 if they are to receive this benefit. No waiver for cash premium.
    - 25-29-hour regularly scheduled drivers may receive Tri-Med. Employee contribution is \$750 if they are to receive this benefit. No waiver for cash premium.
    - 30-hour regularly scheduled drivers - full benefits subject to the provisions detailed in numbers 2, 3, 4, and 5 listed above.
  - c. Two drivers in the 20-24 and/or 25-29 hour category are grandfathered with regard to insurance options.

### B. Dental - 2004-2005; 2005-2006; 2006-2007 School Year;

The Board shall make full premium contributions for each employee and his/her dependents upon written application for dental benefits. The carrier for dental coverage shall be MESSA/Delta Dental Plan Auto + (Class I 100%-90%; Class II 90%) with 007 Rider (Class III 80% - Lifetime maximum \$2,500 per eligible person) (Annual maximum \$1,500). A committee shall be established to review coverage through other plans and carriers. The carrier may be changed if the committee agrees

## Group Insurance Protection - Continued

that substantially equivalent coverage can be obtained at a significant savings to the Board. In no event shall the aggregate benefit be less than those described above.

### C. Long-Term Disability - 2004-2005; 2005-2006; 2006-2007 School Year;

1. The Board shall provide without cost to the employee, long-term disability insurance assuring payment to the employee in the event of illness and/or disability at the following rate:
  - a. Monthly benefits will commence after 180 calendar days of illness and/or disability or the exhausting of 130 sick leave days, whichever occurs last, and be payable at 66 2/3% of the employee's annual salary to age 65 years according to the insurance policy in effect, to a maximum of \$3,100/month.
  - b. Benefits will be reduced by amounts received from other employer-sponsored sources including, but not limited to Workmen's Compensation, Social Security and Michigan Public School Employee's Retirement Fund. Provided, however, a rise in Social Security disability and/or Michigan Public School Employees' disability benefits, shall not be subtracted from disabled employees' benefit for which the carrier is initially liable.
2. Employees eligible for long-term disability benefits shall have been actively at work at least one day after the effective date of long-term disability coverage, and prior to any illness and/or disability for which benefits are claimed.
3. Long-term disability coverage shall terminate as specified in the insurance contract; provided that in the case of an employee granted an unpaid leave of absence or laid off from active service, such employee's coverage shall terminate at the end of the month following the month in which such event occurs. Coverage of employees who voluntarily leave their employment with the Board shall terminate on the date the employee ceases to be actively engaged in work with the Board.

### D. Vision - Vision Service Plan (VSP) III

The carrier may be changed if the committee (referred to in Sections A and B) agrees that substantially equivalent coverage can be obtained at a significant savings to the Board. In no event shall the aggregate benefit be less than those provided by the VSP-III plan.

## Group Insurance Protection - Continued

- E. Term Life Insurance (Employee Only) \$29,000 A.D. & D.

Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

- F. In the event of written authorization by employees for benefits in excess of the program authorized by the Board, or in the event of written authorization by employees for additional coverage, payroll deductions are authorized by the Board.
- G. For newly employed and/or recalled employees, such coverage shall begin on the first day of the month following the first day of employment.
- H. The Union agrees that the Board retains the right of final determination with respect to the selection of a group insurance carrier, except as otherwise provided in this Article.
- I. If an employee who has elected two-person or family hospitalization insurance coverage dies, the Board will continue to pay the premiums for such hospitalization coverage for a period of six (6) months following the employee's death, provided that the surviving spouse is not eligible for coverage through a comparable plan.
- J. Waiver of Hospital and Medical Insurance
1. Married employees, with or without dependents, who do not elect to enroll in the hospitalization plan described in Section A are eligible for a stipend in the amount of \$1,800 per year.
  2. An employee may elect to change from the stipend arrangement to the hospital-medical insurance program by reason of a change in marital status, a change in the employment status of a spouse carrying health insurance, or by reason of the death of a spouse or dependent, or the addition of a dependent. Otherwise, an employee may change from the stipend program to the hospital-medical insurance program, or the reverse, for the forthcoming year only between August 1 and September 1.

Group Insurance Protection - Continued

3. The liability of the Board to make contributions to the stipend program for the benefit of any employees whose employment, for any reason, is terminated by the Board shall terminate with the pay for the last pay period in which the employee was actively employed by the Board.
  4. Application for a stipend in lieu of hospital-medical insurance must be made during the period of August 1 through September 1.
- K. Unless otherwise provided for in this Agreement, the above insurance benefits shall not be extended to employees on leaves of absence.
- L. Dental, Vision, Life and Hospital-Medical Insurance Extension of Coverage
1. Benefits shall be extended to employees for dental, vision, life and hospital-medical insurance coverage (as well as eligibility for a stipend contribution by the Board) but shall cease as herein described:
    - a. To any employee who resigns or retires from employment with the Board during the school year - at the end of the month in which his/her resignation or retirement is effective.
    - b. To any employee who resigns or retires from employment with the Board at the end of the school year - on the last day of August following resignation or retirement.
    - c. To any employee on layoff - two months following the month in which layoff occurs.
    - d. To any employee commencing an approved leave of absence without pay during the school year - at the end of the month in which the leave commences.
    - e. To any employee commencing an approved leave of absence without pay at the end of the school year - on the last day of August following such last duty day.
    - f. Any employee receiving Long Term Disability benefits for a period of two consecutive years - at the end of the month in which the person completes their second year of Long-Term Disability benefits. At the end of the two-year period, the employee must apply for and show proof of denial for disability retirement from

Group Insurance Protection - Continued

MPSERS and the Social Security Administration. In the event the employee has been denied disability retirement, the District will continue to provide hospitalization for an additional year. The employee must reapply and show proof of denial on an annual basis to continue hospitalization benefits. In no event will the District provide hospitalization benefits for more than a four-year period.

- g. To any employee placed upon or who is granted disability retirement status, and who is eligible for state retirement benefits - at the end of the month in which retirement takes place, except as provided in Section "f" of this Agreement.
- h. The liability of the Board to make contributions to a stipend program for the benefit of any employee who, for any reason, terminates his/her employment with the Board during the school year, shall terminate with the pay for the last pay period in which actively employed by the Board.
- i. The liability of the Board to make contributions to a stipend program for the benefit of any employee who, for any reason, terminates his/her employment with the Board at the end of the school year, or who is placed on layoff, shall terminate two months following the month in which the termination/layoff took place.

M. A committee comprised of Union representatives and representatives of the Board shall meet on an annual basis to determine alternatives to the current benefit program including but not limited to such alternatives as cafeteria plans, flexible benefit plans, third party administration of benefits, and co-pay modifications. Recommendations must be ratified by both parties if they are to become effective.

N.

- 1. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning the nature, extent and duration of benefits, eligibility and termination of coverage, and other matters related to insurance benefits.

## Group Insurance Protection - Continued

2. The Board, by payment of the premiums required to provide the coverage set forth in the Article, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in liability for the Board or Association nor shall such failure be considered a breach of either of them of any obligation under this Article.
  3. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established under Article 10 of the Master Agreement.
- O. In the event a National Health Care Plan is enacted during the life of this contract, a committee comprised of Union representatives and Board representatives will meet to examine their possible ramifications of such a plan.

## **ARTICLE 16**

### PAID FOR TIME

Any General Department employee or Mechanic who is called in shall be provided four (4) hours of pay provided that the employee works four (4) hours. An employee choosing to work less than four (4) hours shall receive pay for the hours actually worked or a guaranteed minimum of two (2) hours, whichever is the greater amount.

## **ARTICLE 17**

### PAY PERIOD

All employees covered by this Agreement shall be paid in full every two (2) weeks on Friday.

Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon request of individual employees or Union representatives.

## **ARTICLE 18**

### LOSS OR DAMAGE

Employees shall not be charged for loss or damage of properties unless clear proof of negligence or willful misconduct is shown.

## **ARTICLE 19**

### PROTECTION OF EMPLOYEES

- A. Any case of assault upon an employee included in this Agreement shall be promptly reported to the Board. The Board will provide legal counsel, if necessary, to advise the employee of his rights and obligations with respect to such assault. The Board shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities, providing the employee signs a complaint against the person involved. In the case of a bus accident, it is understood that a complete police report of such an occurrence is the responsibility of the driver.
- B. Any established acts of vandalism to motor vehicles of an employee while on duty at school, or an authorized school function, shall be investigated for possible reimbursement. Such possible reimbursement shall not exceed \$150.00 and a complete police report must accompany any such claim. This possible reimbursement shall extend only to that portion of any such loss not covered by insurance of said employee.
- C. Workers' Compensation shall be provided as required by law. In addition, a qualifying employee may opt to utilize his/her sick leave bank at the rate of one (1) day for every four (4) days work lost.

## **ARTICLE 20**

### EMPLOYEE EVALUATION

- A. The carrying out of the job responsibilities of all General Department and Transportation Department employees shall be evaluated by a building principal and/or his designee or department supervisor annually. Such written evaluation shall be reviewed with the employee before it is placed in the employee's personnel file and the employee shall have the opportunity to attach a written statement to said evaluation form.

Employee Evaluation - Continued

- B. All monitoring or observation of the work performance of the employee shall be done openly.
- C. In the event an employee wishes to have his evaluation reviewed by the Superintendent and/or his designee, he may do so.

**ARTICLE 21**

RETIREMENT

- A. Retirement Severance Pay

Bargaining unit employees who have worked a total of ten (10) years in the South Redford School District shall be eligible to receive a retirement severance allowance of \$325 for each year of service to the District.

**ARTICLE 22**

REQUIRED HEALTH EXAMINATION

All newly hired employees shall be required to file with the Board evidence of satisfactory health signed by a competent physician of the employee's choice. This evidence of satisfactory health shall be filed prior to employment.

**ARTICLE 23**

INCLEMENT WEATHER

Every attempt will be made to make available to employees announcements of school closing due to inclement weather through the use of public media no later than 6:00 a.m.

## ARTICLE 24

### HOLIDAYS

Employees covered by this Agreement will receive the following paid holidays each year, provided such employees are on the active payroll at the time of the holiday:

New Year's Day  
January 2  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
December 26

One full day when December 24 is a working day.

One full day when December 31 is a working day.

For an employee working less than a full shift (8 hours), holiday pay will be computed on a pro rata basis.

When the holiday falls on Saturday or Sunday, the Employer shall decide whether it will be observed on Friday or Monday.

When December 26 or January 2 falls on Saturday or Sunday, the Employer shall determine when such holiday will be observed.

Any employee working on a holiday shall receive time and one-half in addition to regular holiday pay.

No holiday pay shall be given an employee if the holiday falls during the employee's initial hire probationary period.

If the teacher calendar includes any contractual holiday as a work day, that holiday will be moved to another day, by mutual agreement.

If January 2 is a work day for other employees, another date will be mutually agreed upon.

# ARTICLE 25

## VACATIONS

### Section 1

Vacation days for newly hired employees shall be computed at the rate of one-half ( $\frac{1}{2}$ ) day per month to a maximum of five (5) days for the first fiscal year ending.

### Section 2

- (a) Ten (10) days will be earned at the completion of the second fiscal year.
- (b) Employees who have completed six (6) years of service shall receive eleven (11) days with pay.
- (c) Employees who have completed ten (10) years of service shall receive fifteen (15) days with pay.
- (d) After 12 years of service - Sixteen (16) days with pay.  
After 13 years of service - Seventeen (17) days with pay.  
After 14 years of service - Eighteen (18) days with pay.  
After 15 years of service - Nineteen (19) days with pay.  
After 16 years of service - Twenty (20) days with pay.  
After 17 years of service - Twenty (21) days with pay.

### Section 3

Vacations shall be granted during the period established by the Employer, considering both the wishes of the employees and efficient operation of the department concerned. Vacation times for custodians other than the summer months will be limited to one (1) week.

### Section 4

Vacations shall be taken in a period of consecutive days provided, however, that vacations may be split into one or more weeks, but only with one preference, and provided further, such scheduling does not drastically interfere with the operation.

### Section 5

A vacation shall not be postponed from one year to another. The vacation shall be taken during the year immediately following the year in which the vacation was earned. Vacations shall be forfeited unless completed during each year, unless the employee has been denied the opportunity to take his vacation.

## Vacations - Continued

### Section 6

A vacation shall not be waived by an employee and extra pay received for work during that period.

### Section 7

When a holiday, observed by the School District, falls on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

### Section 8

Employees working at least twenty (20) hours per week shall be entitled to vacation benefits as provided in this Article on a pro rata basis.

### Section 9

An employee who is separated from employment is entitled to a lump sum payment on a pro rata basis for the unused vacation standing to his credit on the date of separation.

## **ARTICLE 26**

### PROVISIONS CONTRARY TO LAW

If any provision of this Agreement shall be found to be contrary to law, then this provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

In the event that any Article or Section is held invalid, enforcement of, or compliance with that Article or Section has been restrained as above set forth, the parties affected thereby shall on the request of either party meet for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## **ARTICLE 27**

### PROFESSIONAL DEVELOPMENT

The Board encourages professional development for all employees. An employee assigned to work on a regular basis in excess of thirty (30) hours per week who successfully completes employment-related training beneficial to their job will be reimbursed for tuition costs. In addition, employees who successfully complete ten (10) semester hours of employment-related courses at an approved institution of higher learning will be eligible for an annual wage improvement in the amount of \$500.00. The employee must have the approval of the immediate supervisor and the Superintendent prior to enrollment. Payment will be authorized by the Superintendent after receipt of evidence of successful completion of course work and recommendation of the employee's supervisor.

## **ARTICLE 28**

### DISTRICT POLICY MANUALS

Copies of the Board Policy Manual shall be distributed with copies of the Master Agreement to all employees upon initial employment. After ratification of this Agreement, updated copies of the Board Policy Manual shall be distributed to all employees. Copies of Board Policy Manual revisions shall be distributed to all employees as said changes are made.



Duration of Agreement - Continued

To the Union:                   c/o The President of Michigan Education  
Support Personnel Association #2  
26141 Schoolcraft  
Redford, Michigan 48239

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this 25<sup>th</sup> day of October, 2004.

FOR THE BOARD

FOR THE UNION

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Union Negotiator

\_\_\_\_\_  
Union Negotiator

\_\_\_\_\_  
Date

# **JOB CLASSIFICATIONS - GENERAL DEPARTMENT**

## CUSTODIAN TECHNICIAN

### Scope of Work

This employee is responsible for seeing that the school building is kept clean and properly heated, which work involves the cleaning, minor repair, and maintenance of the building in order to keep the building in a safe and sanitary condition.

- A. Maintain power plant.
1. Clean flues, check and clean burners.
  2. Check and clean electric fire eye and adjust.
  3. Maintain and repair vacuum pumps.
  4. Maintain and repair feed water and circulating pumps, which includes bearing assembly, impellers, and couplers.
  5. Blow down water column, low water cut-off feed water control, gauge glass and main blow down.
  6. Vent closed heating and chill water loops.
  7. Grease, change oil, change belts, blow down, maintain and repair compressor (if applicable).
  8. Maintain and repair hot water heaters and hot water storage tanks.
  9. Maintain, repair, and change water gauge glass on condensate and expansion tanks (if applicable).
  10. Maintain, check and repair all boiler piping and all boiler valves.
  11. Check and adjust steam gauges, pressure gauges and all automatic controls on boilers and compressors (if applicable).
  12. Check and blow down pressure release valves on boiler and hot water tanks.

## Job Classifications - General Department - Continued

13. Reset circuit breakers or replace fuses on all boilers and boiler accessories in the boiler room.
  14. Check and maintain high pressure and low water controls.
  15. Check and maintain water softeners for steam boiler feed water.
  16. Test boiler water for alkalinity, hardness, pH, and oxygen. Complete daily log sheets.
  17. Treat boiler water to maintain boiler water at specified limits.
  18. Maintain, oil, and clean unit heaters and filters throughout buildings and inspect control valves and damper actuators for proper operation.
  19. Check, adjust, and replace all controls on unit heaters and thermostats. (Pneumatic and DDC).
  20. Maintain, clean, oil, or grease motor and controls for all air handlers, and clean or replace filters and fan belts.
  21. Clean, oil, or grease all exhaust fans on roofs and replace belts.
  22. Maintain chiller unit and compartment, vacuum and pressure wash coils, check oil levels, check refrigerant pressures, and inspect unit, complete daily log sheet.
  23. Perform set ups and take downs.
  24. Open and secure areas for after-school activities.
  25. Take weekly gas meter readings.
  26. Perform preventative maintenance on all District equipment.
  27. Maintain locks and lockers.
- B. Make minor repairs and maintain the following: building and equipment, including locks, doors, drinking fountains, clocks, toilets, furniture, telephone, P.A. system, painting, light fixture ballasts, replace lamps, maintain school sign, minor concrete repair, and security lighting.
- C. Hang pictures.

## Job Classifications - General Department - Continued

- D. Sweep, mop, scrub, refinish, maintain, and polish floors. Operate floor machine and carpet machine; sand and varnish wood floors.
- E. Maintain supplies and equipment (stocks shelves).
- F. Maintain grounds, cut grass, shovel snow, repair playground equipment, and maintain lawn, shrubs, and snow equipment.
- G. Set up and clean up for breakfast and lunch programs.
- H. Clean and maintain custodial section or rooms.
- I. Obtain boiler operator's license.
- J. Obtain chauffeur's license.
- K. Perform such other duties that are considered necessary by the school administration in order to maintain safe and sanitary conditions in school buildings and on school grounds.

### Supervision

Supervision is received from the school principal and District Custodial Supervisor.

### Custodian I

#### Scope of Work

In order to keep the building in a safe and sanitary condition, this employee is responsible for seeing that the school building is kept clean.

#### DUTIES

1. Sweep, mop, scrub, refinish, maintain, and polish floors.
2. Clean glass areas of the building.
3. Dust and polish furniture and equipment.
4. Dust books and bookcases.
5. Clean restrooms and replenish supplies.

## Job Classifications - General Department - Continued

6. Maintain supplies and equipment.
7. Maintain grounds. (Grass cutting and snow removal as needed.)
8. Make minor repairs, including building and equipment. Replace lamps when needed.
9. Perform work as assigned.
10. Empty waste paper baskets.
11. Clean and polish brass and other metal work.
12. Perform such other related work as is necessary to keep school buildings in a safe and sanitary condition for pupils and teachers.
13. Perform set ups and take downs.
14. Open and secure areas for after-school activities.
15. Perform clean ups when systems go down.

### Supervision

Supervision is received from the school principal and District Custodial Supervisor.

### SKILLED MAINTENANCE

#### Scope of Work

This is skilled maintenance work of a high level in the maintenance and repair of the physical structure of the school district buildings, equipment (both external and internal) and grounds. Also included is the use of mechanical equipment used in painting.

### DUTIES

#### General Maintenance

1. Make periodic inspections, maintain and repair the following:

## Job Classifications - General Department - Continued

- a. Heating and ventilating equipment. Includes metasys operations and troubleshooting
- b. Plumbing systems.
- c. Electrical systems.
- d. Perform work as assigned.
- e. Set up and maintain athletic fields.

### Supervision

Supervision is received from the Maintenance Supervisor.

### SEMI-SKILLED MAINTENANCE

#### Scope of Work

This is semi-skilled work in the maintenance and repair of the school district buildings, grounds, and equipment. Work involves general knowledge and skill in the areas of carpentry, welding, electricity, bricklaying, painting, sheet metal, plumbing, heating, roofing, grounds, and other related skills.

#### DUTIES

Duties are assigned by the Maintenance Supervisor. Includes grounds maintenance, grass cutting, tree trimming and removal, leaf clean up, trim bushes, paint athletic fields, maintain and repair District trucks and tractors.

### Supervision

Supervision is received from the Maintenance Supervisor.

### MECHANIC

#### Scope of Work

This is skilled, mechanical work of a high level in the maintenance and repair of automotive equipment. This job involves responsibility for the performance of skilled tasks in automotive repair work of automobiles, trucks, buses, tractors, and other automotive equipment in the garage, or in the field.

## Job Classifications - General Department - Continued

### DUTIES

(Note - These examples are not to be construed to be exact and limiting, but are intended merely as illustrations of the various types of work performed by individuals in this classification.)

1. General repair work on automobiles, buses, tractors, trucks, and other District vehicles and equipment.
2. Repair engines, shock absorbers, transmissions, adjust brakes, change and charge batteries.
3. Replace lights, adjust and reline brakes, overhaul and test generators, tune motor using test equipment, repair and renew minor chassis and body parts.
4. Inspect and repair tires and other automotive parts.
5. Keep records and make reports.
6. Drive bus.
7. Maintain District vehicles.
8. Performs related work as assigned.

### Supervision

Supervision is received from Transportation Supervisor.

### BUS DRIVER

### Scope of Work

This work involves the operation of school buses. Employees who perform this function are responsible for the safe and efficient operation of school buses.

### DUTIES

1. Must have valid CDL license with the "BP" and "S" endorsement.
2. Operate a school bus.

## Job Classifications - General Department - Continued

3. Supervise groups of students while en route.
4. Follow operating manual for operation and maintenance of bus.

### Supervision

Supervision is received from the Transportation Supervisor.

### Transportation Rules and Regulations

A committee of four persons consisting of two bus drivers and two representatives of the Board shall meet annually to review the rules and regulations of the Transportation Department.\* Any changes must be agreed to by the committee. The Transportation Rules and Regulations are subject to the grievance procedure.

\* Rules and Regulations in effect at the time of ratification by both parties.

**APPENDIX A SOUTH REDFORD CMT HOURLY RATES 2003 - 2007**

<b>Classification</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>6 Years</b>	<b>7 Years</b>
<b>WORKING COORDINATOR</b>								
2003 - 2004		0.00%	\$ 21.65	\$ 22.76	\$ 23.31	\$ 23.90	\$ 24.38	\$ 25.87
2004-2005 1st Semester		0.00%	\$ 21.65	\$ 22.76	\$ 23.31	\$ 23.90	\$ 24.38	\$ 25.87
2004-2005 2nd Semester		2.25%	\$ 22.14	\$ 23.27	\$ 23.83	\$ 24.44	\$ 24.93	\$ 26.45
2005- 2006 1st Semester		1.00%	\$ 22.36	\$ 23.50	\$ 24.07	\$ 24.68	\$ 25.18	\$ 26.72
2005- 2006 2nd Semester		1.00%	\$ 22.58	\$ 23.74	\$ 24.31	\$ 24.93	\$ 25.43	\$ 26.98
2006 -2007 1st Semester		1.00%	\$ 22.81	\$ 23.98	\$ 24.56	\$ 25.18	\$ 25.68	\$ 27.25
2006 -2007 2nd Semester		1.00%	\$ 23.04	\$ 24.22	\$ 24.80	\$ 25.43	\$ 25.94	\$ 27.53
<b>SKILLED MAINTENANCE/ MECHANIC</b>								
2003 - 2004	\$ 16.07	\$ 17.18	\$ 18.15	\$ 19.12	\$ 20.08	\$ 21.08	\$ 21.93	\$ 22.82
2004-2005 1st Semester	\$ 16.07	\$ 17.18	\$ 18.15	\$ 19.12	\$ 20.08	\$ 21.08	\$ 21.93	\$ 22.82
2004 -2005 2nd Semester	\$ 16.43	\$ 17.57	\$ 18.56	\$ 19.55	\$ 20.53	\$ 21.55	\$ 22.42	\$ 23.33
2005- 2006 1st Semester	\$ 16.60	\$ 17.74	\$ 18.74	\$ 19.75	\$ 20.74	\$ 21.77	\$ 22.65	\$ 23.57
2005- 2006 2nd Semester	\$ 16.76	\$ 17.92	\$ 18.93	\$ 19.94	\$ 20.94	\$ 21.99	\$ 22.87	\$ 23.80
2006 -2007 1st Semester	\$ 16.93	\$ 18.10	\$ 19.12	\$ 20.14	\$ 21.15	\$ 22.21	\$ 23.10	\$ 24.04
2006 -2007 2nd Semester	\$ 17.10	\$ 18.28	\$ 19.31	\$ 20.34	\$ 21.37	\$ 22.43	\$ 23.33	\$ 24.28
<b>SEMI-SKILLED MAINTENANCE</b>								
2003 - 2004	\$ 14.25	\$ 15.36	\$ 16.31	\$ 17.25	\$ 18.18	\$ 19.19	\$ 19.96	\$ 20.77
2004-2005 1st Semester	\$ 14.25	\$ 15.36	\$ 16.31	\$ 17.25	\$ 18.18	\$ 19.19	\$ 19.96	\$ 20.77
2004 -2005 2nd Semester	\$ 14.57	\$ 15.71	\$ 16.68	\$ 17.64	\$ 18.59	\$ 19.62	\$ 20.41	\$ 21.24
2005- 2006 1st Semester	\$ 14.72	\$ 15.86	\$ 16.84	\$ 17.81	\$ 18.77	\$ 19.82	\$ 20.61	\$ 21.45
2005- 2006 2nd Semester	\$ 14.86	\$ 16.02	\$ 17.01	\$ 17.99	\$ 18.96	\$ 20.02	\$ 20.82	\$ 21.66
2006 -2007 1st Semester	\$ 15.01	\$ 16.18	\$ 17.18	\$ 18.17	\$ 19.15	\$ 20.22	\$ 21.03	\$ 21.88
2006 -2007 2nd Semester	\$ 15.16	\$ 16.34	\$ 17.35	\$ 18.35	\$ 19.34	\$ 20.42	\$ 21.24	\$ 22.10
<b>TECHNICIAN I</b>								
2003 - 2004	\$ 14.25	\$ 15.36	\$ 16.30	\$ 17.23	\$ 18.18	\$ 19.07	\$ 19.84	\$ 20.64
2004-2005 1st Semester	\$ 14.25	\$ 15.36	\$ 16.30	\$ 17.23	\$ 18.18	\$ 19.07	\$ 19.84	\$ 20.64
2004 -2005 2nd Semester	\$ 14.57	\$ 15.71	\$ 16.67	\$ 17.62	\$ 18.59	\$ 19.50	\$ 20.29	\$ 21.10
2005- 2006 1st Semester	\$ 14.72	\$ 15.36	\$ 16.30	\$ 17.23	\$ 18.18	\$ 19.07	\$ 19.84	\$ 21.05
2005- 2006 2nd Semester	\$ 14.86	\$ 15.51	\$ 16.46	\$ 17.40	\$ 18.36	\$ 19.26	\$ 20.04	\$ 21.26
2006 -2007 1st Semester	\$ 15.01	\$ 15.67	\$ 16.63	\$ 17.58	\$ 18.55	\$ 19.45	\$ 20.24	\$ 21.48
2006 -2007 2nd Semester	\$ 15.16	\$ 15.83	\$ 16.79	\$ 17.75	\$ 18.73	\$ 19.65	\$ 20.44	\$ 21.69
<b>TECHNICIAN II</b>								
2003 - 2004	\$ 13.81	\$ 14.92	\$ 15.89	\$ 16.85	\$ 17.82	\$ 18.78	\$ 19.54	\$ 20.33
2004-2005 1st Semester	\$ 13.81	\$ 14.92	\$ 15.89	\$ 16.85	\$ 17.82	\$ 18.78	\$ 19.54	\$ 20.33
2004 -2005 2nd Semester	\$ 14.12	\$ 15.26	\$ 16.25	\$ 17.23	\$ 18.22	\$ 19.20	\$ 19.98	\$ 20.79
2005- 2006 1st Semester	\$ 14.26	\$ 15.41	\$ 16.41	\$ 17.40	\$ 18.40	\$ 19.39	\$ 20.18	\$ 21.00
2005- 2006 2nd Semester	\$ 14.40	\$ 15.56	\$ 16.57	\$ 17.58	\$ 18.59	\$ 19.59	\$ 20.38	\$ 21.21
2006 -2007 1st Semester	\$ 14.55	\$ 15.72	\$ 16.74	\$ 17.75	\$ 18.77	\$ 19.78	\$ 20.59	\$ 21.42
2006 -2007 2nd Semester	\$ 14.69	\$ 15.88	\$ 16.91	\$ 17.93	\$ 18.96	\$ 19.98	\$ 20.79	\$ 21.63
<b>CUSTODIAN I</b>								
2003 - 2004	\$ 13.52	\$ 14.63	\$ 15.52	\$ 16.41	\$ 17.30	\$ 18.38	\$ 19.13	\$ 19.90
2004-2005 1st Semester	\$ 13.52	\$ 14.63	\$ 15.52	\$ 16.41	\$ 17.30	\$ 18.38	\$ 19.13	\$ 19.90
2004 -2005 2nd Semester	\$ 13.82	\$ 14.96	\$ 15.87	\$ 16.78	\$ 17.69	\$ 18.79	\$ 19.56	\$ 20.35
2005- 2006 1st Semester	\$ 13.96	\$ 15.11	\$ 16.03	\$ 16.95	\$ 17.87	\$ 18.98	\$ 19.76	\$ 20.55
2005- 2006 2nd Semester	\$ 14.10	\$ 15.26	\$ 16.19	\$ 17.12	\$ 18.04	\$ 19.17	\$ 19.95	\$ 20.76
2006 -2007 1st Semester	\$ 14.24	\$ 15.41	\$ 16.35	\$ 17.29	\$ 18.23	\$ 19.36	\$ 20.15	\$ 20.96
2006 -2007 2nd Semester	\$ 14.39	\$ 15.57	\$ 16.51	\$ 17.46	\$ 18.41	\$ 19.56	\$ 20.35	\$ 21.17
<b>DRIVER</b>								
2003 - 2004	\$ 13.10	\$ 14.21	\$ 14.82	\$ 15.43	\$ 16.04	\$ 16.63	\$ 17.30	\$ 18.00
2004-2005 1st Semester	\$ 13.10	\$ 14.21	\$ 14.82	\$ 15.43	\$ 16.04	\$ 16.63	\$ 17.30	\$ 18.00
2004 -2005 2nd Semester	\$ 13.39	\$ 14.53	\$ 15.15	\$ 15.78	\$ 16.40	\$ 17.00	\$ 17.69	\$ 18.41
2005- 2006 1st Semester	\$ 13.53	\$ 14.68	\$ 15.30	\$ 15.93	\$ 16.56	\$ 17.17	\$ 17.87	\$ 18.59
2005- 2006 2nd Semester	\$ 13.66	\$ 14.82	\$ 15.46	\$ 16.09	\$ 16.73	\$ 17.35	\$ 18.04	\$ 18.77
2006 -2007 1st Semester	\$ 13.80	\$ 14.97	\$ 15.61	\$ 16.26	\$ 16.90	\$ 17.52	\$ 18.23	\$ 18.96
2006 -2007 2nd Semester	\$ 13.94	\$ 15.12	\$ 15.77	\$ 16.42	\$ 17.07	\$ 17.69	\$ 18.41	\$ 19.15