

**2011-2014**

**Operators and  
Mechanics**

**C O N T R A C T**

Agreement between the  
**Macomb Intermediate School District**  
and the  
**International Union of the  
American Federation of  
State, County and Municipal Employees and  
Council 25** and its affiliated **Local 2598, Chapter One**

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## **AGREEMENT**

This Agreement entered into on the 31st day of May, 2011 for the period beginning July 1, 2011, and ending June 30, 2014, between the Macomb Intermediate School District, hereinafter referred to as the Employer and the International Union of the American Federation of State, County and Municipal Employees and Council 25 and its affiliate Local Union Number 2598, Chapter One on behalf of Custodial and Maintenance Employees as noted herein, hereinafter referred to as Union and employees.

The provision of this Agreement shall apply to all employees regardless of race, color, national origin, creed, sex, age, marital status or dependents of the employee.

### **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 Employer and Employees and the Union. Neither the Employer nor the Union shall be bound by past practice but shall be bound only by the contractual terms.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

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

The parties hereto also recognize that it is essential for the health, safety and public welfare that services to the public be without interruption, that the right to strike is forbidden by the Statutes of the State of Michigan. Any Employee guilty of engaging in a slowdown, work stoppage, or strike shall be subject to disciplinary action up to and including discharge.

### **BARGAINING UNIT**

The bargaining unit employees included in this contract shall consist of all employees listed in the Salary Increment Schedule, including part timers, but EXCLUDING supervisor, temporary and substitute employees and all other employees.

## DEFINITIONS

**POSITION** is a discrete budgeted and allocated job.

**CLASSIFICATION** consists of one or more similar positions. The classifications are listed in the Salary Increment Schedule.

So long as it is within a classification, management has the right to assign. Nothing prevents an employee from asking or trying to persuade his supervisor to change his assignment.

### **FULL TIME EMPLOYEE**

An employee who is scheduled to work on regular full time basis, forty (40) hours per week.

### **SUBSTITUTE**

A person who takes the place of a regular full time employee on a non-permanent, day-to-day basis until the regularly assigned employee returns or is replaced.

### **TEMPORARY**

An employee who provides service when help is required and said job assignment or position is not of a regular nature and does not exceed one hundred (100) work days per year.

### **PART TIME EMPLOYEE**

An employee who is on a regular scheduled basis for a period of less than forty (40) hours per week.

## ARTICLE I

### RECOGNITION OF UNION AND AGENCY SHOP

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer 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 Employer included in the bargaining units described above.

Section 1: The Board agrees that it will not directly or indirectly discourage, deprive or coerce any employees in the enjoyment of any rights conferred by the laws or Constitution of Michigan and the United States and that it will not discriminate against any employee because of his membership in the Union or his participation in collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement and that the rights granted to employees in this Agreement are in addition to those provided in the above mentioned Statutes and Constitution.

Nothing contained herein shall be deemed to abrogate or limit any additional rights guaranteed by existing statutes for any of the parties hereto.

Section 2: As a condition of employment and to the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required to become members of the Union or pay a service fee to the Union which shall be equivalent to the Union monthly membership dues for the duration of the Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall become members of the Union or pay an equivalent service fee to the Union.
- D. If the employee chooses not to exercise the payroll deduction for union dues option then monthly dues or the equivalent service fee shall be paid on or before the tenth (10th) day of the month in which they fall due.

## ARTICLE I

- E. Employee who shall tender an initiation fee, if required (and if not already a member) and the periodic dues uniformly required, shall be deemed to meet the conditions of this Section 2. Employees who do not elect to become members of the Union shall pay, in lieu of initiation fee and periodic dues uniformly required, a service fee which shall be equivalent to the regular monthly dues. They shall then be deemed to meet the conditions of this Section 2.
- F. Employees shall be deemed to be in compliance with the meaning of this Section 2 if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- G. The Employer shall be notified in writing by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or service fees.
- H. Failure of employees covered by this Agreement to comply with provisions of this Section 2 shall, at the conclusion of the grace period of sixty (60) days referred to in Section G above and upon receipt of written request and proof of failure to comply from the Union, the Employer shall terminate employment of such employee.

## ARTICLE II

### DEDUCTION OF UNION DUES AND/OR AGENCY OR SERVICE FEES

- Section 1:** The Employer hereby agrees to deduct dues and/or agency or service fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions. (For purposes of deduction of union dues the term Employee shall be construed to include probationary employees whose assignments are appropriate to this unit.)
- A. Each employee who desires to have such dues and/or agency or service fees deducted from his earnings shall execute the "AUTHORIZATION FOR DEDUCTION OF UNION DUES AND/OR AGENCY OR SERVICE FEES" form in full, in triplicate.
  - B. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipts of same and continue in accordance with the terms and conditions set forth in the Authorization.
  - C. The Employer shall transmit such deductions together with a list of the employees paying same to the financial officer of the Union designated in writing by the Union and shall do so as soon as possible after the deduction but not later than the tenth (10th) day of the following month.
  - D. The Employer shall notify the Union Steward of termination of employment of the dues paying employee or of the revocation, alteration or amendment by the employee of the Authorization in accordance with the terms thereof.
  - E. The "Authorization for Deduction of Union Dues and/or Agency or Service Fees", hereinafter set forth when executed, shall be binding upon the employee for the duration of this Agreement except that any employee may revoke, alter, or amend such Authorization by notice in writing to the Employer within the thirty (30) day period prior to the expiration of this Agreement, failing in which, the original authorization shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.
  - F. It is understood and agreed that the provision for deduction of union dues and/or agency or service fees, the benefit of the employees requesting same and the Employer is under no obligation to demand or request that employees authorize such deduction as a condition of employment and further that the obligation of the Employer does not extend beyond that hereinbefore set forth.
  - G. The following form shall be utilized as Authorization for such deduction of Union Dues and/or Agency or Service Fees.

**ARTICLE II**

**MACOMB INTERMEDIATE SCHOOL DISTRICT  
44001 GARFIELD ROAD  
CLINTON TOWNSHIP, MICHIGAN**

DATE

**AUTHORIZATION FOR DEDUCTION  
OF UNION DUES AND/OR AGENCY OR SERVICE FEES**

DUES  
SERVICE FEE

AGENCY FEE

I, \_\_\_\_\_, the undersigned, as an employee of the MACOMB INTERMEDIATE SCHOOL DISTRICT in the Department and Unit of \_\_\_\_\_ do hereby request and authorize the earnings, once each month, from the second pay of the month and do so each month thereafter:

\_\_\_\_\_ and to pay same to \_\_\_\_\_ for agency or service fees and/or dues as the representative selected by me and as the exclusive bargaining representative for all employees in the above unit.

The foregoing Authorization shall continue in full force and effect unless and until my employment is terminated or until thirty (30) days prior to the expiration of this contract, during which thirty (30) day period the undersigned shall have the right to revoke, alter or amend the above Authorization, failing in which, same shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Department or Unit

## **ARTICLE III**

### **EMPLOYEE RIGHTS**

(Including excerpts Act 379 of P.A. 1965, as amended.)

#### **Section 1: Right to Organize**

It shall be lawful for public employees to organize together or to form, join or assist in labor organizations to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection or to negotiate or bargain collectively with their public Employers through representatives of their own free choice.

#### **Section 2: Unfair Labor Practices**

It shall be unlawful for a public Employer or an officer or agency of public Employer:

- A. To interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in Section 1.
- B. To initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization provided that a public Employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay.
- C. To discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization.
- D. To discriminate against a public employee because he has given testimony or instituted proceedings under this Act.
- E. To refuse to bargain collectively with the representatives of its public employees subject to the provision of Section 2.

#### **Section 3: Use of Buildings**

The Union and its representatives may have the right to use the MISD buildings at all reasonable hours for meetings provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of rooms one (1) hour before the commencement of the business day nor until 6:00 P.M. of that business day. Such use will require that the Union follow the established building scheduling procedure. The administration shall not be required to open buildings on days or at times they are normally closed. The Union shall assume the liability for and hold the administration harmless for any damages resulting to persons or property from such meetings.

#### **Section 4: Bulletin Boards**

The Union shall have the right to post notices of its activities and matters of Union concern, excepting public political campaign materials, on the bulletin board provided by the Employer. Said notices also may be circulated through office mail service.

**Section 5: Furnishing Information**

The Board agrees to make available to the Union, in response to reasonable requests, information concerning the financial resources of the district, tentative budgetary requirements and allocations, etc. that will assist the Union in developing intelligent, accurate and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. Nothing contained herein shall require the Board to compile materials in ways they are not normally compiled by the Board. Compilation of data other than that provided shall be prepared by the Union.

**Section 6: Listing of Salaries of Employees**

The Employer agrees to furnish to the Union President, upon request, a listing of all employees' classification and salaries within the bargaining unit on a semi-annual basis. Updating this list will be the responsibility of the Union.

**Section 7: Copies of Agreement**

Copies of this Agreement shall be printed at the expense of the Board and shall be presented to all personnel covered by this Agreement. New employees shall receive a copy at the time of employment.

## ARTICLE IV

### MANAGEMENT RIGHTS

**Section 1:** The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees.
- C. The Union recognizes the Employer's right to manage its affairs and direct its work force.
- D. The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance 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 Constitution and laws of the State of Michigan and the United States.

## ARTICLE V

### STEWARDS AND ALTERNATE STEWARDS

#### Section 1: Representation

- A. Employees shall be represented by one (1) steward and an alternate steward in each building who shall be regular employees working in that group. In the absence of the steward an alternate steward shall serve. The names of such steward and alternate steward shall be certified in writing to the Board of Education.
- B. The union steward may be permitted to investigate and/or adjust grievance provided all such work be at the beginning or the end of the regular work day and that said steward request and receive permission of the Employer's designate and that such investigation and adjustment shall require not in excess of thirty (30) minutes on any work day.

#### Section 2: Special Conference

- A. Special conferences mutually agreed upon for important matters may be arranged between the union steward and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union, but no more than three (3). Arrangements for such special conferences shall be 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.
- B. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay in time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

#### Section 3: Union Business Days

The chairperson shall be released for union business two (2) days per month.

- A. The Union shall reimburse the MISD for the chairperson's salary on his/her days off.
- B. The day off shall be scheduled at least one day in advance.

## ARTICLE VI

### SALARY CONSIDERATIONS\*

#### Section 1: Starting Salaries

A new employee is to be started at the minimum salary of the classification. However if he/she has had previous experience in work similar to the type of work to be performed for the Employer he/she may be given one increment on the salary schedule.

#### Section 2: Salary Increments

After employment each employee will be entitled to one (1) normal increment after each twenty-six (26) weeks of continuous employment, excluding time spent on long term disability, until the maximum salary for his/her classification is reached provided his/her work has been rated average or above by his/her immediate supervisor. An employee, who by virtue of a less than average rating loses an increment, shall be re-evaluated six (6) months later and shall, if the rating is average or above, receive a double increment on his/her next increment date with no retroactivity. Increments falling during periods of short term disability shall not take effect until return from leave. All increments are to be approved by the Superintendent before becoming effective providing any disapproval of an increment by the Superintendent shall set forth in writing together with the reasons therefore and a copy thereof furnished to the employee and the Board of Education.

#### Section 3: Increment Schedule

\$420.00

#### Section 4: Rates for New Jobs

When a new job is created in the unit and cannot be properly placed in existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the rate is proper the Union and the Employer shall meet to negotiate a rate. The new rate negotiated by the Union and Employer shall be effective as of the date of employment in the new job.

\*Shift Premium and Overtime Premium will be found in Article IX, Employment Conditions.

#### Section 5: Pay for Higher Classification

An employee assigned on a temporary basis to a higher classification in the unit to replace an absent employee shall receive the rate of the higher classification for any full day beginning the first day. At no other time will out-of-classification pay be made.

#### Section 6: Part Time Employees

Employees who are scheduled to work less than the standard work week shall receive a prorated annual salary.

A. Those scheduled for three fifths (3/5) or more of a standard work week will have the full contribution for benefits made in their behalf and will be considered full time employees.

B. An employee considered full time under "A" above does not automatically become entitled to the full standard work week.

**Section 7: Use of Personal Vehicle**

Any employee designated by the Employer to use his/her personal vehicle to haul maintenance materials shall be paid \$25 per month for each month when designated, when the vehicle is insured with MISD as secondary insured at the employee's expense.

**Section 8: Payment for Licenses and Special Skills**

The following skills are recognized by both parties to the contract. Where the skills are needed and whether they are to be used is at the discretion of the Employer. If the Employer utilizes those skills on the job for any part of a calendar quarter, the employee will be paid one-fourth (1/4) of the yearly amount for that calendar quarter pursuant to the following considerations.

	<u>Yearly</u>
Low Pressure Boiler Operator	\$275
High Pressure Boiler Operator	\$520
2 <sup>nd</sup> /3 <sup>rd</sup> Class Stationary Engineer	275
1st Class Stationary Engineer	520
2 <sup>nd</sup> /3 <sup>rd</sup> Class Refrigeration Operator	275
1st Class Refrigeration Operator	520
Refrigeration Mechanic Journeyman	520
Electrician Licensed/Unlicensed	520/275
Plumber Licensed/Unlicensed	520/275
Back Flow Preventor Tester	275
Carpenter	520
Mason	520
HVAC Control	520
Asbestos	520
Builders License	275
Fire Science	275
NIASE Certification	520
Certified Pesticide Specialist	275
Refrigerant Recycling & Service Procedures	275
Certified Pool Operator	275
State of Michigan Mechanic Certification (Heavy Duty Truck)	275

A district wide Building Operator may earn an additional \$3,180 annually.

A Building Operator may earn an additional \$2,355 annually.

A Shift Operator may earn an additional \$1,040 annually.

A Mechanic may earn an additional \$1,070 annually.

**Section 9: Payroll Procedures**

All authorizations for payroll deductions will be made on appropriate available forms.

- A. Union Dues
- B. U.S. Bonds
- C. United Foundation
- D. Credit Union
- E. Tax Sheltered Annuities (any of the carriers approved by Personnel Office)
- F. Any other mutually agreed upon items

**Section 10: Longevity Compensation Policy**

The Macomb Intermediate School District Board of Education hereby establishes a policy of payment of additional compensation to those employees having a record of long continued employment and service with the MISD as recognition of the value of experience gained by such length of service and to encourage same. All employees included in this bargaining unit shall be included in said policy.

- A. Basis of longevity compensation is as follows:
  - 1. Eligibility of an employee shall initially commence when such employee shall have complete five (5) full years continuous employment on or before April 30th of any year or, in the alternative, on or before October 31st of any year.
  - 2. Credit shall be given retroactively for continuous employment years of service by MISD employees existent as of the effective date of this longevity policy.
  - 3. Continuous employment for the purposes of this policy shall not be considered as interrupted when absences arise as paid vacations, sick leave, or leave of absence authorized by the Employer, provided such leave of absence periods shall not be considered in the computations of years of service for longevity compensation.

**ARTICLE VI**

- 4. Employee longevity shall be paid as per the following schedule provided such employee qualifies as to length of service as per item 1.
- 5. Employee longevity shall be paid as per the following schedule, provided such employee qualifies as to length of service as per item 1.

<b><u>Step</u></b>	<b><u>Continuous Years Service on or before April 30 – October 31 each year</u></b>	<b><u>Amount</u></b>
1	5 to 9	550
2	10 to 14	750
3	15 to 19	950
4	20 to 24	1150
5	25 and over	1350

- 6. After having met the initial time requirements to be eligible for longevity pay, either full or half longevity payments will be paid in accordance with the following:
  - a. To receive a full longevity payment, an employee must have been physically on the job a minimum of ninety (90) days during the eligible longevity period (November 1 through October 31).
  - b. To receive one-half longevity payment, an employee must have been physically on the job a minimum of forty-five (45) days during the eligible longevity period (November 1 - October 31).
- B. Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered a part of the regular compensation and as such, subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State Law and the regulations and ordinances of the County of Macomb.
- C. Payments to employees eligible on April 30th of any year shall be due on June 10th following. The annual period covered in computation of longevity shall be from May 1st of each year through and including April 30th of the following year.
- D. Payments to employees eligible on October 31st of any year shall be due December 10th following. The annual period covered in computation of longevity shall be from November 1st of each year through and including October 31st of the following year.

**Section 11: Final Paycheck**

An employee's final paycheck shall be withheld until such time as building keys are turned into the Employer.

**Section 12: Paychecks - Midnight Shift**

Midnight shift operators will receive their paychecks prior to their quitting time on Friday morning.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

**Section 1: Definition of Grievance**

A claim by an employee or the Union that there has been a violation of any provision of this Agreement or the applicable laws of the State of Michigan and/or the Constitution of the State of Michigan or the United States.

**Section 2: Time Limits**

Grievance shall be deemed invalid if not presented at the First Step within five (5) working days of the occurrence and if not appealed within the time limits set forth at each step.

**Section 3: First Step - Oral & Written**

- A. The union representative and/or employee shall consult with the building principal or immediate supervisor to determine the proper party with whom a potential grievance should be discussed. The building principal or immediate supervisor shall so inform the union representative and/or employee. This contact shall validate the grievance if made within five (5) working days of the occurrence.
- B. A "grievance meeting" shall then be requested by a union representative and/or employee with the supervisor, director, or assistant superintendent most immediately responsible for the action being grieved and having the authority to adjust that action (as indicated by the building principal or immediate supervisor). The request shall stipulate that the discussion is to be a "grievance meeting". The request shall also stipulate what provisions of the contract or law have been violated. If the matter is resolved no record shall be required. If the Union is not present the administration shall notify them of the outcome. Any resolution at this level shall be without prejudice and create no precedent.
- C. If the grievance is denied or if no resolution is reached a union representative shall reduce the issue to writing, citing the contractual provisions and/or law violated and deliver it to the person with whom the discussion was held within five (5) days. The member of the administration with whom the meeting was held shall set forth his answer in writing and return it to the Union within five (5) days.
- D. If the First Step, Oral and Written, are with the Director of Employee Relations, an appeal may be made directly to the Third Step.

**Section 4: Second Step - Superintendent/Employee Relations**

The grievance may be appealed to the Second Step by filing a copy of the original grievance and answer along with the reasons for the appeal with the Director of Employee Relations within five (5) days of receipt of the written answer in the First Step. The Superintendent and/or his designee and/or the Director of Employee Relations shall consider the issue and return an answer in writing within five (5) days of receipt.

**Section 5: Third Step - Board of Education**

- A. The grievance may be appealed to the Third Step by filing a copy of all materials exchanged at the lower steps along with reasons for the appeal with the Director of Employee Relations within five (5) days of receipt of the written answer at the Second Step.
- B. If the First Step, Oral and Written, were with the Director of Employee Relations, the appeal directly to the Third Step, Board of Education, shall be made within five (5) days of receipt of the written answer at the First Step.
- C. At a regular meeting, or a special meeting conducted by a sub-committee of the Board, within thirty-five (35) calendar days after receipt of the appeal, the Board of Education shall hear the grievance. The Union shall be given notice of the hearing date and upon request may introduce testimony and argument in support of the grievance at the hearing.
- D. No later than at its next regular meeting after the hearing the Board shall make its decision on the grievance. Such decision shall be communicated in writing by the Board or its designee within five (5) days to the Union.

**Section 6: Fourth Step - Arbitration**

- A. Within thirty (30) days after receipt of the decision of the Board of Education the Union shall notify the Board of their intent to arbitrate. The parties shall attempt to select an arbitrator. If one is not selected within thirty (30) days from the notice of intent to arbitrate, the Union shall proceed under the auspices and rules of the American Arbitration Association.
- B. Any arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this agreement and pertaining to the interpretation thereof. He shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law.

- C. Fees and approved expenses of an arbitrator will be paid by the parties equally.
- D. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.

**Section 7: Discharge, Demotion, and Suspension**

Discharge, demotion or suspension of any employee may be entered as a grievance beginning at the first level of the grievance procedure.

## **ARTICLE VIII**

### **PROBATION, SENIORITY, RESIGNATION AND RETIREMENT**

#### **Section 1: Probationary Period**

- A. New employees or employees transferring into the bargaining unit from other MISD bargaining units for the first time shall be on probation for the first ninety (90) working days of their employment, said ninety (90) working days to be accumulated within a six (6) month period. During this time new employees must serve on the job to determine their ability to perform duties assigned to them. When an employee finishes his probationary period he shall be entered on the seniority list and his seniority shall be computed as of ninety (90) working days prior to the day he completed his probationary period. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment but not for the purpose of protesting disciplinary action or termination of employment except for Union activities.
- C. In the event of a seniority tie the employee whose last four social security numbers are the greater shall have the greater seniority.
- D. The Employer shall notify the Union President in writing of the name and location of new employees.
- E. The Employer agrees to furnish to the Union President upon request a listing of all employees' seniority classifications and salaries within the bargaining unit on a semi-annual basis. Updating this list will be the responsibility of the Union.

#### **Section 2: Pre-Employment Physical**

Each new employee at the discretion of the Board shall, prior to entering upon his/her employment, submit to a physical examination by a physician designated by the Employer and such examination shall be at the Employer's expense.

#### **Section 3: Accumulation of Seniority**

- A. An employee using his/her third (3rd) unscheduled dock day and thereafter may be required by the Employer to furnish written proof of illness or other documentation to justify the absence.
- B. An employee on authorized leave of absence shall continue to accrue seniority until the leave period equals his/her accrued active duty period at which time his/her seniority shall be frozen.

**Section 4: Loss of Seniority**

An employee shall lose seniority for the following reasons only:

- A. The employee resigns.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive working days without notifying his/her Employer. After such absence the Employer will send written notification to the Union and the employee at his/her last known address notifying the employee that his/her employment has been terminated except in extenuating circumstances acceptable to the Employer.
- D. Failure to return from sick leave and leaves of absence will be treated the same as item "C" above.
- E. Retirement under Michigan Public School Employees Retirement Fund.

**Section 5: Resignation**

Resignations shall be in writing and shall be effective as of the date indicated. Once submitted to and acknowledged by the Personnel Department the resignation shall not be rescinded. The employee shall give ten (10) working days notice. Failure to do so shall result in forfeiture of any earned vacation time and banked sick leave.

**Section 6: Retirement**

The Employer shall continue the benefits as provided by the presently constituted Michigan Public School Employees Retirement Fund provided by the Statutes of the State of Michigan provided the Employer shall pay the employee's retirement contributions (5% of gross earnings) as Per Act 244, P.A. 1974, commencing January 1, 1975. An employee shall be retired by the Board upon employment beyond the established age of 70 to complete the school year and on an annual basis thereafter.

**ARTICLE IX**

**EMPLOYMENT CONDITIONS**

**Section 1: Standard Work Week**

- A. The regular full working day shall consist of eight (8) consecutive hours per day, Monday through Friday. A lunch period of thirty (30) minutes without pay will be established.
- B. An exception to the Monday through Friday work week shall be made for such operators as may be regularly assigned to perform district wide building checks on Saturdays and Sundays pursuant to Section 4 of this Article or working shift work on a regular Tuesday – Saturday assignment.

**Section 2: Shifts**

- A. An employee whose shift starts on or after 7:00 P.M. but before 5:00 A.M. shall be deemed to be working the #1 midnight shift and shall be compensated at 103% of his/her normal hourly rate.
- B. An employee whose shift starts on or after 5:00 A.M. but before 12:00 noon shall be deemed to be working the #2 day shift.
- C. An employee whose shift starts on or after 12:00 noon but before 7:00 P.M. shall be deemed to be working the #3 afternoon shift and shall be compensated at 102% of his/her normal hourly rate.
- D. Employees shall be eligible for premium pay when regularly assigned to an afternoon or midnight shift.
- E. Shifts shall be defined as follows:

Operator Shifts

Day Shift	7:30 A.M. - 4:00 P.M.
Afternoon Shift	3:30 P.M. - 12:00 Midnight
Midnight Shift	11:30 P.M. - 8:00 A.M.

Mechanic and Mechanic Helpers' Shifts

Day Shift	6:00 A.M. - 2:30 P.M.
Afternoon Shift	2:00 P.M. - 10:30 P.M.
Midnight Shift	10:00 P.M. - 6:30 A.M.

- F. In emergency situations as determined by the Employer, starting and quitting times may be altered by the Employer. The Union shall be informed.

## ARTICLE IX

- G. In the event of unforeseen circumstances or for the benefit of operations the Employer may alter starting and quitting times of operators up to one hour either way from the above schedule after discussion with the Union. Mechanics and Mechanic Helpers may be altered more than one hour after discussion with the Union. This provision will not be used to alter schedules on a daily basis. Quarterly, upon request of either party, the parties will meet to review arrangements made under these provisions.
- H. During summer months employee vacation periods and at times of limited educational activity shift alterations may be made by the Employer.
- I. The starting and ending time of each individual's shift shall be established on or before the third Monday of September. During summer months, employee vacation periods and at times of limited educational activity, shift alterations may be made by the supervisor.

### Section 3: Overtime Work

- A. Overtime work authorized by the Employer or its designate shall be paid at the rate of time and one-half for work in excess of eight (8) hours in a twenty four (24) hour time period, forty (40) hours per week, and in case of emergency, at time other than the normally scheduled work period. Overtime shall not be pyramided.

Effective July 1, 2013, Overtime work authorized by the Employer or its designate shall be paid at the rate of time and one-half for work in excess of forty (40) hours per week, and in case of emergency, at time other than the normally scheduled work period. Overtime shall not be pyramided.

- B. When overtime work is necessary it shall be offered on a rotating seniority building basis. Other than during emergencies or when work has to be done as determined by the Employer, overtime work shall be voluntary except that if all employees in the building refuse, the Employer shall offer the work to the top available man on a district wide volunteer rotating seniority list. Offers of work refused shall be counted as though worked. Employee is not eligible for overtime assignment during a pay period in which a dock day has occurred.
- C. The Union recognizes the need for job continuity and that certain work requires specialized skills. In these cases, the preceding paragraph shall not apply. Employees in the bargaining unit who possess specialized skills and are interested in working overtime on these types of projects shall indicate in writing to the Supervisor of Building and Grounds (1) that they are interested in working overtime and, (2) list the skills in which they feel they have expertise. When overtime is available requiring these skills, the Employer shall then distribute overtime equally among those individuals who have complied with the foregoing.
- D. Employees whose regular days off are Saturday and Sunday who work on either of these days shall be paid at time and one-half (1-1/2) for hours worked.
- E. If an employee is scheduled by the Employer to work on a Saturday, Sunday or holiday, which is not a part of his regularly scheduled shift, he shall receive a minimum of two (2) hours compensation at the rate of time and one-half (1-1/2).

- F. In-services, workshops or training sessions which are mandatory, for which an employee volunteers, are compensable at straight time.

Building checks are expressly excluded from this section and are provided for in Section 4, "Building Checks".

**Section 4: Building Checks**

- A. Building checks performed by Monday through Friday employees on Saturdays, Sundays or holidays shall be paid at the rate of time and one-half (1-1/2) provided such checks shall be limited to one (1) hour and are to be performed by employees designated by management; provided further, that in the event repairs are required to be effected of a condition found during such building check, the time actually expended thereon shall be paid at the rate of time and one-half (1-1/2) upon documentation.
- B. Building checks performed by an employee whose regularly scheduled work week includes Saturday and Sunday shall be compensated at straight time pay except when such building checks are performed on holidays.

**Section 5: Emergency Call-In Time**

If an employee is called in by the Employer upon an emergency basis such employee shall receive a minimum of three (3) hours compensation at the rate of time and one-half (1-1/2) except for alarm checks in which case such employee shall receive a minimum of two (2) hours compensation at the rate of time and one-half (1-1/2).

**Section 6: Absentee Call-In Time**

Each location shall issue a prioritized list of names with telephone numbers whom employees shall contact in case of absence.

**Section 7: Snow Days**

- A. Operators, Mechanics and Mechanic Helpers will be expected to report on snow days unless notified to the contrary by the Employer.
- B. Starting times will not be strictly enforced on snow days. Employees will be expected to report at the earliest time they can safely do so.

## ARTICLE IX

- C. The length of the work day for operators during extreme weather conditions will not be rigidly held to the eight (8) hours. When the necessary work is completed to the satisfaction of the employee's immediate supervisor, that supervisor will have the authority to permit early departure. It will be the supervisor's responsibility to establish the proper ways and means of implementing this rule.

In connection with this it should be anticipated and acknowledged that conditions will vary from one location to another and consequently so will the hours worked by individual employees.

- D. Employees who do not report on snow days will not be paid.
- E. Sick days and personal business days are not to be used to avoid reporting due to extreme weather conditions. However, the normal policies for sick days and personal business days usage are not altered one way or the other by weather conditions.
- F. Employees who report on snow days will receive a full day's pay regardless of when they are dismissed.

### **Section 8: Lunch Period**

An employee shall be entitled to a duty free lunch period of one-half (1/2) hour. The time of an employee's lunch period shall be established by the Employer's designate to guarantee continued service to our public.

### **Section 9: Relief Time**

An employee shall be provided one fifteen (15) minute relief period prior to lunch and one after lunch. The time of an employee's relief period shall be established by the Employer's designate. A schedule of such lunch and relief time shall be posted on the bulletin board in the staff lounge.

### **Section 10: Holidays**

- A. The Board will grant all employees the following holidays:

Memorial Day	First Working Day after Christmas
4th of July	2 additional days between Christmas and New Years
Labor Day	New Years
Thanksgiving	Day before New Years
Day after Thanksgiving	New Years Day
Christmas Eve	
Christmas Day	

## ARTICLE IX

- B. Should a holiday fall on Sunday, Monday will be considered the holiday and if the holiday falls on Saturday, Friday will be considered the holiday.
- C. Deviations may be made by mutual consent of the Employer and employee.
- D. Work performed on a holiday shall be paid at time and one-half (1-1/2) which shall be over and above compensation an employee normally receives for such holiday.
- E.
  - 1. To be eligible for holiday pay an employee must have worked the last scheduled work day preceding and the first scheduled work day following such holiday. If a supervisor approves annual leave, etc. for an employee, that time shall not be considered to be scheduled. The last scheduled work day shall be the day preceding (or following) the approved time off.
  - 2. The intent here is not to penalize employees arbitrarily. An employee who can cover an absence with a doctor's letter, or who convinces a supervisor of the validity and the necessity for absence is not to be docked for the holiday.
  - 3. It is understood that in some instances the holiday in question can comprise two or more days.

### Section 11: Calendar

The Employer reserves the right to reduce three (3) work/paid days per year beginning with the 2012-2013 school year.

Note: Management and Union will meet prior to the beginning of the school year to determine reduction of days.

### Section 12: Evaluation

- A. The evaluation and development of an employee shall be a continuing process. Evaluation reports shall be completed at three (3) months and six (6) months during the first year of employment. Thereafter evaluations shall be completed during even numbered calendar years.
- B. The Employer's designate shall execute an evaluation form and shall conduct an interview with the employee to discuss the evaluation and compare it with prior evaluations. The employee may submit a written response to the evaluation with a copy to be submitted to the Employer's designate. A copy of the evaluation and the employee's response shall be placed in the employee's personnel file. The employee shall receive a copy. Records of the reprimands and disciplinary actions shall be accorded the same treatment.

### Section 13: Personnel File

- A. An employee shall be permitted to inspect and copy any material in his personnel file with the exception of credentials and references normally sought at the time of employment. The employee shall make an appointment with the Personnel Department. A member of the Personnel Department shall be present when the employee inspects said file. The employee may be accompanied by a member of the Union if desired.

## ARTICLE IX

- B. The employee shall initial all evaluation reports acknowledging he has read it prior to insertion of such material in the personnel file and may submit a response which shall be kept in said file.
- C. Test materials and results showing test scores must be kept in each employee's personnel file and shall be available to the employee for review. All reprimands shall be removed after three (3) years.

### **Section 14: Automobile Allowance**

Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the Board for the contract employees providing that such use shall be previously authorized in writing by the Employer's designate.

### **Section 15: Tool Allowance**

Bus mechanics will receive an annual tool allowance in the amount of \$1,000 payable on the first pay ending in December. This amount is to be applied towards insurance or purchase of new tools at the discretion of the mechanics.

### **Section 16: Uniforms**

#### A. Operators

Five (5) appropriate uniforms and a jacket will be provided during the first year of employment. Thereafter four (4) appropriate uniforms and a jacket will be provided annually by the employer which shall be worn by the employee at all times while on duty.

At the option of the employee, and with the approval of the supervisor, a pair of work shoes or work boots may be substituted for the jacket, and jumpsuit may be substituted for uniform.

#### B. Mechanics

A uniform service will be contracted by the Employer which will provide a clean uniform daily.

At the option of the employee, and with the approval of the supervisor, a pair of work shoes or work boots may be substituted for the jacket, and jumpsuit may be substituted for uniform.

**Section 17: Supervisor - Restriction**

There shall be no restriction upon the performance of bargaining unit work by a supervisor so long as such performance does not result in the termination or reduction of the regular daily work period of bargaining unit members.

**Section 18: First Aid Kit**

A First Aid Kit shall be provided for employee usage in each building.

## ARTICLE X

### PROMOTIONS, VACANCIES, LAYOFF, RECALL AND TRANSFERS

#### Section 1: Promotions

- A. The promotion of an employee from Shift Operator to Building Operator will be accompanied by an immediate increment. Moreover, such employee will be given credit for all increments received during the time he/she was a Shift Operator and will receive the same number of increments as a Building Operator.

#### EXAMPLE

A Shift Operator who has two (2) year's seniority and is at the two (2) year increment level would be placed at the two (2) year increment level of a Building Operator, and given an additional increment which would place him/her at the thirty (30) month increment level.

- B. Promotions to a higher classification will be based on qualifications and classification seniority in the next lower or succeeding lower classification. It shall be the policy of the Employer to post all job openings with the name of the school and requirements for the job on the bulletin board. The employees must sign for promotions with the Employer's designate thereby signifying their interest in the promotion. Qualifications being equal, the greater seniority employee will receive the promotion.
- C. If a qualified seniority employee bids on the job he/she shall be given preference over a non-bargaining unit employee. However, for promotions to Building Operator positions, if a Shift Operator has not pre-qualified by completing an inservice course designated by the Employer, this paragraph shall not apply.
- D. An employee with permanent status promoted to a higher classification shall have a period of up to ninety (90) working days trial in the new position to prove he/she has the qualifications, performance and ability to handle the requirements of the position. If during this period after thirty (30) calendar days he/she is not capable of fulfilling the requirements he/she may be demoted to his/her previous classification without prejudice as though he/she had continuously served in such previous classification. He/she shall be restored to his/her former position. In the event an employee is demoted (or voluntarily reverts) during this period, the Employer shall not be required to repost the position, but may utilize the original list of applicants.
- E. The employee shall have the right during the trial period to revert to his/her former classification if he/she desires. An employee who had reverted to his/her previous classification shall receive the rate of pay of the lower classification and shall not be eligible to bid on another promotion for one (1) calendar year except for a newly created position that is a promotional opportunity or by mutual agreement of the parties.

**Section 2: Vacancies**

- A. When any vacancy in a new job position shall occur the Board shall post written notice of such vacancy in the employee's lounge. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least five (5) days.
- B. Except for unusual circumstances or an employee on sick leave, posted positions will be filled within thirty (30) working days after the end of the posting period. As a consideration to those employees who apply for any posted position a written notice shall be given to all who apply for said posted position as to the disposition of that vacancy.
- C. Any employee may apply for such new position. In filling the vacancy the Board agrees to give weight to the background, attainments and skills of all applicants, the length of time each has been in the employ of the MISD and other relevant factors.
- D. The applicant must sign for the new position with the Employer's designate, thereby signifying his/her interest in the vacated position. Qualifications, performance and ability being equal, the seniority of the employee will then receive first consideration.

**Footnote:** On several occasions the Employer has moved entire populations of teachers, aides, students, shift operators, and building operators from one building site to another or to a newly acquired building site.

Examples are: Robinwood to Maple Lane, Alwood to Robinwood to Price Drive to Neil Reid, Sherwood to Rockwell, Kern to Lutz, etc. In such situations it has never been considered that any vacancy exists or that any postings are in order. However, where a newly acquired building site does not fall into that category, jobs will be posted per Section 2.

**Section 3: Lateral Transfers**

- A. If a transfer is desired from one shift to another, and/or from one building to another, within the classification of Shift Operator, or within the classifications of Building Operator A or B or C, the employee shall make a written transfer request indicating up to four positions in order of preference on a form to be provided. A transfer request may be initiated at any time. It shall be filed with the Personnel Office where a master list will be maintained.
- B. A transfer request shall remain active until April 30th. Beginning May 1st, new applications will be received for the coming fiscal year's transfer list.
- C. In the event of multiple transfer requests from one employee, only the request with the latest date shall be considered.
- D. When two or more employees apply for the same transfer, seniority shall prevail unless qualifications can reasonably be defended as determinative.

- E. An employee shall be ineligible to transfer during:
  - 1. The probationary period.
  - 2. The period between acceptance of a transfer and placement on the job.
  - 3. The one calendar year period following second placement on a job.
  - 4. One calendar year following the second refusal of a transfer offer.
- F. When the Personnel Office has received (and date stamped) notification that a vacancy exists through a requisition for personnel, subsequent incoming transfer requests will not be considered for that position or secondary openings caused by filling the primary position.
- G. An employee shall have three (3) working days to accept or reject a transfer offer in writing to be delivered to the Personnel Office. Failure shall be regarded as refusal of the offer. Written acceptance shall be binding.
- H. Placement shall be effected on the Monday following completion of the procedure.
- I. It is the employee's responsibility to check with Personnel to see that his/her transfer request has been received.
- J. An employee may not bid on a residual job posting (the vacancy left when the transfer sequence has been completed).

**Section 4: Layoff**

- A. Layoff means a reduction of the working force due to a decrease of work or the return of an employee from an authorized leave of absence. If it becomes necessary for a layoff the following procedure will be mandatory. Basic Function Operator shall be laid off first. Probationary employees shall be laid off next. Seniority employees will be laid off within classification according to seniority as defined in Article VIII, Section 1.
- B. An employee reduced or laid off from a classification shall have the right to displace the least senior employee in the next lower or succeeding lower classification provided he/she has greater seniority. Mechanics may displace the least senior Mechanic Helper. However, neither Building Operators nor Shift Operators shall displace Mechanics or Mechanic Helpers, or vice versa.

**Section 5: Recall**

- A. When the work force in a classification is increased after a reduction, employees will be recalled in the reverse order from which they were bumped down or laid off without loss of seniority.
- B. Notice of the recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from date of receipt of notice of recall, his/her employment shall be considered terminated. Extension may be granted by the Employer in proper cases.
- C. Recall rights shall extend for two (2) years only or for a length of time equal to the bargaining unit's seniority, whichever is greater.

**Section 6: Transfers**

- A. If an employee is transferred to a classification under the Employer not included in the unit and is thereafter transferred again to a classification within the unit he/she shall not have accumulated seniority while working in the classification to which he/she was transferred.
- B. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- C. Employees transferred into the bargaining unit from another MISD bargaining unit for the first time, shall serve a ninety (90) day probationary period.

**ARTICLE XI**

**INSURANCE**

**Section 1: Hospital/Medical Insurance**

A. The Employer agrees to furnish to all employees the following insurance protection:

**OPTION I**

BCBSM Community Blue PPO with \$35 co-pay on office visits, \$50 co-pay urgent care visits, and a \$250 emergency room co-pay. A \$250/\$500 deductible 80% co-insurance in network. Rx: \$10/\$40/\$60 co-pay, mail order Rx: 2 co-pays for 90 day supply (MOPD2).

Employees will contribute to their medical health care premiums as follows:

September 1, 2011 12% of monthly plan premium.

September 1, 2012 12% of monthly plan premium

September 1, 2013 12% of monthly plan premium

**OPTION II**

Blue Care Network HMO with \$25 co-pay on office visits, \$40 co-pay urgent care visits, and a \$150 emergency room co-pay. A \$200/\$400 deductible 90% co-insurance in network. Rx: \$10/\$30/\$50 co-pay, mail order Rx: 2 co-pays for 90 day supply (MOPD2).

Employees will contribute to their medical health care premiums as follows:

September 1, 2011 12% of monthly plan premium.

September 1, 2012 12% of monthly plan premium

September 1, 2013 12% of monthly plan premium

**OPTION III**

Health Alliance Plan HMO with \$25 co-pay on office visits, \$40 co-pay urgent care visits, and a \$150 emergency room co-pay. A \$200/\$400 deductible 90% co-insurance in network. Rx: \$10/\$30/\$50 co-pay, mail order Rx: 2 co-pays for 90 day supply (MOPD2).

Employees will contribute to their medical health care premiums as follows:

September 1, 2011 12% of monthly plan premium.

September 1, 2012 12% of monthly plan premium

September 1, 2013 12% of monthly plan premium

B. Operators and Mechanics who elect not to select health insurance benefits will receive \$150.00 per month. It is understood that for those members whose spouse is also employed by the MISD, that this option is not available because no savings are realized by the bargaining union member dropping coverage.

C. Employees hired after January 1, 2008 shall also be subject to a thirty (30) days waiting period for medical/health insurance.

**Section 2: Prohibition of Medical Coverage**

It is further agreed that in the event the employee's spouse is provided with comparable medical and hospital insurance coverage by his/her employer then Macomb Intermediate School District shall be relieved of its obligation agreement hereto attached, provided that at such time as employee's spouse shall have such coverage terminated for reason of layoff, discharge, resignation or death, Macomb Intermediate School District shall then reinstate the above medical and hospital coverage for its employee and provided further that in the event the employee shall refuse to execute the above referred to agreement or shall violate the terms of the agreement then Macomb Intermediate School District shall be relieved of its obligations to the employee during violation period and be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand therefore, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

Whereas, Article XI, Insurance, Section 2 of the Collective Bargaining Agreement entered into between the Board of Education of the Macomb Intermediate School District and AFSCME 25, Local 2598 Custodial, sets forth certain provisions to avoid a duplication of medical/hospital insurance coverage by Macomb Intermediate School District and a comparable coverage accorded the spouse of the employee of Macomb Intermediate School District and whereas the undersigned is a member of the Collective Bargaining Unit represented by AFSCME, Council 25, Local 2598 Custodial, and executes this agreement pursuant to the provisions of the Collective Bargaining Agreement above set forth.

Now, therefore, it is mutually agreed by and between the undersigned employee and the Macomb Intermediate School District as follows:

- A. That the undersigned employee hereby represents that his/her spouse (does) (does not) have medical and hospital insurance coverage comparable to that provided by Macomb Intermediate School District.
- B. That if paragraph "A" above is answered in the affirmative, the undersigned employee hereby authorizes Macomb Intermediate School District to terminate his/her insurance coverage.
- C. That employee hereby agrees to promptly notify Macomb Intermediate School District of any change in the insurance coverage of employee's spouse and in the event such change consists of a termination of the coverage accorded employee's spouse, for any reason, then upon receipt of such notification Macomb Intermediate School District shall reinstate the employee to the medical/hospital insurance coverage provided for in the collective bargaining agreement.
- D. It is further mutually agreed and understood that in the event the undersigned employee shall violate the terms of this agreement then Macomb Intermediate School District shall be relieved of the obligation to provide employee with medical/hospital insurance coverage during the violation period and shall be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employees during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand, therefore, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

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Employee

**Section 3: Life Insurance**

- A. The Board shall provide, without cost to the employee, group life insurance protection which shall pay to the employee's designated beneficiary the sum of Forty Thousand Dollars (\$40,000) upon his/her death, provided further that protection shall pay an additional Twenty Thousand (\$20,000) in the event of accidental death. The Board shall name the carrier.
- B. Provisions will be made to allow the employee to purchase, at his/her own expense, additional life insurance in multiples of \$5000 up to \$50,000, subject to the terms of the carrier.
- C. An employee who retires directly into the state retirement plan from the district shall be eligible to participate in life insurance at his/her own expense subject to the conditions of the carrier. Life insurance shall be capped at \$7,000 for ages 55-70 and \$2,000 for ages 70 plus.

The retiree prepays life insurance premiums annually directly to the employer.

**Section 4: Dental Insurance**

The Board shall provide dental insurance without cost to the employee up to a maximum of \$22.51 premium per employee per month:

100% of treatment costs for preventive, diagnostic, radiographs, and emergency palliative (Class I services and 50% of the balance of Class I benefits paid by carrier on Class II benefits, with a \$750 maximum per person per contract year on Class I and II benefits, 50% of treatment costs paid by carrier on Class III (orthodontic) benefits, with a \$1,000 lifetime maximum.

Carrier to be named by Board.

**Section 5: Optical Insurance**

The employer shall provide optical with the following features:

**12 MONTHS BENEFITS INCLUDE:** A complete eye examination by a licensed doctor of optometry, including screening for glaucoma.

Lenses in glass or plastic – with significant prescription change: Single Vision, Bifocal (up to FT28), Trifocal (up to 7 x 25) and Lenticular.

**TINTS:** Scratch-resistant coatings and UV are covered in full.

**24 MONTHS BENEFITS INCLUDE:** The preceding benefits plus:

Lenses as previously described, no prescription change required.

**FRAME ALLOWANCE:** \$98.00

**CONTACT LENS ALLOWANCE:** A \$130.00 credit toward the contact lens examination and the cost of contact lenses.

Benefits are available to all covered employees and eligible family members, including spouse and all dependent children up to their 19th birthday, plus dependent college students up to age 25.

If a patient selects an item not covered by the program or in excess of the programs benefit levels, the patient will be charged only the difference between the benefit allowance and the cost of the selected item.

Note: Effective September 1, 2006.

**Section 6: Discontinuance of Premiums**

The district will discontinue the payment of premiums on health, optical dental and life insurance, insurance at the time the individual is placed on long term disability and/or after one (1) year from date placed on Worker's Compensation.

**Section 7: Administration of Insurance**

Eligibility and administration of insurance benefits will be determined by the terms and condition set forth by the insurance carrier.

## ARTICLE XII

### LEAVE PROVISIONS

#### Section 1: Annual Leave

- A. Every full time employee shall be entitled to annual leave pay of .38 of a day for each completed bi-weekly pay period to a limit of ten (10) work days annually.
- B. After five (5) consecutive years of service a full time employee is entitled to .57 of a day for each completed bi-weekly pay period to a limit of fifteen (15) work days annually.
- C. After ten (10) consecutive years of service a full time employee is entitled to a .65 of a day for each completed bi-weekly pay period to a limit of seventeen (17) work days annually.
- D. After thirteen (13) consecutive years of service a full time employee is entitled to a .77 of a day for each completed bi-weekly pay period to a limit of twenty (20) work days annually.
- E. After twenty (20) consecutive years of service a full time employee is entitled to a .80 of a day for each completed bi-weekly pay period to a limit of twenty-one (21) work days annually.
- F. After twenty-one consecutive years of service a full time employee is entitled to a .84 of a day for each completed bi-weekly pay period to a limit of twenty-two (22) days annually.
- G. After twenty-two (22) consecutive years of service a full time employee is entitled to a .88 of a day for each completed bi-weekly pay period to a limit of twenty-three (23) work days annually.
- H. After twenty-three (23) consecutive years of service a full time employee is entitled to .92 of a day for each completed bi-weekly pay period to a limit of twenty-four (24) work days annually.
- I. After completion of twenty-four (24) consecutive years of service and beginning with twenty-fifth year and years following thereafter a full time employee is entitled to .96 of a day for each completed bi-weekly pay period to a limit of twenty-five (25) work days annually MAXIMUM.
- J. Leave days may be accumulated to forty-five (45) work days.
- K. Leave days cannot be used by an employee until he has been on the payroll for six (6) continuous months.

## ARTICLE XII

- L. Vacation schedules for employees of all departments shall be developed by the Employer.
- M. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the Employer.
- N. A tentative vacation schedule for June, July, and August in excess of two (2) days must be requested by April 1st. Schedules for these vacations will be posted by April 30th. Changes to the schedule shall be by mutual consent of the parties. At other times vacation in excess of two (2) days must be requested at least three (3) weeks in advance unless otherwise approved by the Employer.
- O. When a holiday is observed by the employee on a day other than Saturday or Sunday during the scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- P. Once a vacation period of not less than one (1) week has been established the employee may, upon request, receive any regular pay check to be missed during said vacation period on the last work day prior to that vacation period.

### **Section 2: Maternity Leave**

The Board shall grant any pregnant employee leave of absence, subject to the provisions under Section 5: Sick Leave.

### **Section 3: Parental Leave**

- A. An employee may request an unpaid parental leave for the purpose of attending a newly born or newly adopted child. Such request shall be submitted to and may be granted by the Board of Education except that such leaves may be as nearly as possible for one (1) calendar year inclusive of maternity leave. A one (1) year extension may be granted at the discretion of the Board of Education.
- B. The Board shall pay three (3) monthly premiums for medical, dental and term life insurance commencing with the first premium date after the beginning of parental leave.
- C. An employee may return to work early from a parental leave by giving twenty (20) working days written notice.

### **Section 4: Jury Duty**

An employee shall be given paid leave when required to serve on a jury provided any payment received shall be deducted from his/her salary.

**Section 5: Sick Leave**

Employees shall be permitted to be absent from their duties with the Macomb Intermediate School District without loss of pay because of personal illness subject to the following conditions:

- A. Employees shall be granted six (6) days per year credited to his account on the first day he reports for duty each year except an employee hired after June 30<sup>th</sup> shall be credited with three (3) sick days to his/her account for the balance of the calendar year in which he/she was hired. Said days are not accumulative from year-to-year. Such days shall be used in one (1) hour blocks or multiples thereof.
- B. Commencing with the sixth (6th) consecutive day the Employer shall provide income protection insurance without cost to the employee for all full time employees covered under this section in accordance with the following provisions:
  1. 70% of income to a maximum of \$2,970 per month for fifty-two (52) weeks in case of sickness or accident. Benefits shall begin on the first (1st) day of hospitalization or on the sixth (6th) consecutive work day of illness in any current year.
  2. Long term disability payments shall begin at the end of fifty-two (52) weeks in the amount of 60% of salary to a maximum of \$2,546 per month according to the following schedule:
- C. At the end of each calendar year, employees shall be reimbursed at the rate of 50% of an employee's daily rate for each unused sick day not to exceed \$100; payable in a separate check. Employee must be physically on the job for a minimum of ninety (90) days during a calendar year in order to be eligible for payment.

**Duration of Benefits**  
**Age at Disablement**

**(In Years)**

Less than 60	To age 65
60	5 years
61	4 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 or until age 70

3. Insurance company to be selected by the Board. Administration of insurance benefits will be determined by the terms and conditions set forth by the insurance carrier.

4. All deductions made for absences covered under the insured income protection policy shall be made from the paycheck immediately following the payroll period during which such absence occurred. Exceptions may be made by the Superintendent or his designate when an insurance check is not received within this time frame.

D. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with Macomb Intermediate School District shall not be deducted from the six (6) allowable days of absence providing the employee files at the Superintendent's Office within three (3) days of the injury a statement from his doctor stating the number of days he will be unable to work.

E. Absences resulting from a major personal injury arising out of and in the course of employment with Macomb Intermediate School District which entitles the injured employee to compensation under the provisions of the Workers Compensation Act shall be considered as follows:

1. The Employer shall pay the difference between the amount paid him by Workers Compensation Insurance and his regular salary for a period not to exceed the six (6) allowable days of absence provided that the employee turns into the Superintendent's Office for recording all Workers Compensation checks received from the date of the injury to the expiration of the six (6) allowable days of absence.

**Section 6: Insurance/Leave**

Eligibility and administration of insurance benefits will be determined by the terms and conditions set forth by the insurance carrier.

**Section 7: Illness in Family**

Employees shall be permitted to be absent from their duties from the Macomb Intermediate School District without loss of pay because of illness in the immediate family subject to the following consideration:

- A. A maximum of two (2) days annually may be used chargeable against accumulated allowable days of absence as defined in Section 5A. After allowable sick days are used, an additional two (2) days may be granted by the Superintendent because of illness in the immediate family.
- B. The immediate family for purposes of this section shall be defined as spouse, children, any person acceptable as an exemption on the employee's Federal Income Tax, or any person who makes his home with the employee and in the judgment of the Superintendent is economically, emotionally and socially dependent on the employee.
- C. Absences shall be considered as necessary only when no other arrangements for care are possible.
- D. The "necessary" care must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
- E. In all cases "other arrangements" are usually considered possible within one (1) day after the emergency.

**Section 8: Bereavement Leave**

- A. Employees shall be granted up to seven (7) calendar days leave immediately following a death in the immediate family. The immediate family for purposes of this section shall be defined as parents, spouse, children, grandparents, siblings, mother and/or father-in-law, any person acceptable as an exemption on the employee's Federal Income Tax or any person who makes his home with the employee, and in the judgment of the Superintendent is economically, emotionally, and socially dependent on the employee. The Superintendent may grant a one (1) day leave to attend a funeral of a relative or close friend. Such leave shall not be deductible from the sick leave allowance.
- B. The Superintendent may extend these provisions in instances when in his judgment the time limitation is not sufficient to allow for all the adjustments occasioned at the time of bereavement.

**Section 9: Personal Leave**

Employees shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

- A. A maximum of two (2) days each year not chargeable against accumulated allowable days as provided shall be granted. Except an employee hired after June 30<sup>th</sup> shall be granted one (1) day for personal leave during the calendar year in which he/she was hired. Unused days shall not accumulate.
- B. Personal business days shall be used in one hour blocks or multiples thereof.
- C. Personal business shall be defined as that activity which requires the presence of the employee, the timing of which is beyond the control of the employee and reasonably cannot be conducted at any time other than during the duty day.
- D. Requests for absences shall be submitted as follows:
  - 1. They shall be submitted in advance in writing for verification of the criteria as stated in Section 8C above to the employee's immediate supervisor. Exceptions shall be made only in cases of emergency.
  - 2. In cases where doubt exists as to whether or not the criteria have been met the request may be submitted to the Superintendent.
- E. Requests for absence because of activities arising out of employment other than with the Macomb Intermediate School District, or as a result of membership in organizations, shall not be approved.
- F. At the end of each calendar year, employees shall be reimbursed at the rate of 50% of an employee's daily rate for each unused personal leave day not to exceed \$100; payable in a separate check. Employee must be physically on the job for a minimum of 90 days during a calendar year in order to be eligible for payment.

Note: Payment to be made within a reasonable time frame.

**Section 10: Extended Health Leave**

Extended health leave due to physical or mental causes not falling within the sick leave policy may be granted by the Board of Education or its designate without pay upon request by the employee. Such request shall be in writing and shall be accompanied by a written evaluation by the attending physician. Such extended health leave shall be considered for renewal annually.

**Section 11: Workers Compensation**

Workers Compensation shall be provided as specified by law. In addition the Board will pay to the employee the difference between the amount paid to him/her by the Workers Compensation Insurance and his/her regular salary and will charge the employee's sick leave accumulation proportionately for a period equivalent (to the nearest half (1/2) day) to the supplementary payment.

**Section 12: Return From Leaves**

An employee returning from an authorized leave within one (1) calendar year shall be returned to the same position he/she left. An employee returning from an authorized leave after one (1) calendar year shall exercise bump rights against the least senior employee in the same or lesser classification provided he/she has more seniority. The employee displaced by the bump may bump the least senior employee in a lower classification if he/she has more seniority.

NOTE: There are no bumping rights between the operators' classification and the mechanics' classification.

**Section 13: Physical Examination Upon Return From Leave**

Each employee at the discretion of the Board shall, upon return from leave of absence or upon return from sick leave, submit to a physical examination by a physician designated by the Employer and such examination shall be at the Employer's expense.

**Section 14: Family Medical Leave Act (FMLA)**

It is understood that employee rights established under the FMLA are not diminished by this agreement.

**Section 15: Continuing Education**

With recommendation of his/her department head and prior written approval of Employer, an employee may be reimbursed for tuition paid for successfully completed courses of study which are related to his/her job assignment which have been offered through a fully accredited institution. Said tuition reimbursement will be made upon presentation of evidence of successful completion provided both recommendation and written approval preceded his/her enrollment in said course. The maximum allowable tuition reimbursement payment per employee is \$500 per calendar year.

**Section 16: Conferences - Workshops**

- A. With recommendation of his/her department head and prior written approval of Employer an employee may be granted a maximum of five (5) days during each school year without pay deduction to attend conferences, workshops, or institutes in connection with his/her employment with reimbursement for reasonable expenses incurred by such attendance. If the estimated reimbursable expense is in excess of \$35.00 per person the prior approval of the Board of Education will also be required.
- B. Employees who are asked by the Employer to represent the Macomb Intermediate School District at conventions, workshops, conferences and visitations shall be permitted to be absent from their duties without loss of pay and without charge against accumulated allowable days of absence.

**DURATION OF AGREEMENT**

This Agreement shall become effective on July 1, 2011 and shall continue in full force and effect until June 30, 2012 and year-to-year thereafter.

In the event either party wishes to terminate this Agreement or modify or amend any article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the termination date of this Agreement. The modification or amendment of any specific article or clause shall not affect the remainder of this contract.

If no notice of termination or modification is given by either party as provided for herein, then this Agreement shall automatically continue in full force and effect from year to year.

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the MACOMB INTERMEDIATE SCHOOL DISTRICT, an Intermediate School District of the State of Michigan, has caused the foregoing Agreement to be executed by the President and Secretary of said INTERMEDIATE SCHOOL DISTRICT as directed and authorized by the Board of Education of Said INTERMEDIATE SCHOOL DISTRICT and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, and COUNCIL 25 and its affiliate LOCAL UNION NUMBER 2598, Chapter One has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.

**BOARD OF EDUCATION  
MACOMB INTERMEDIATE SCHOOL DISTRICT  
COUNTY OF MACOMB**

**INTERNATIONAL UNION AFSCME  
COUNCIL 25  
LOCAL 2598, CHAPTER ONE**

\_\_\_\_\_  
President

\_\_\_\_\_  
AFSCME Representative

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chapter Chairperson

\_\_\_\_\_  
Secretary

P.A. 4 of 2011

This entire Agreement or specific provisions of the Agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act.

**SALARY INCREMENTS 2011-2012**

<u>Classification</u>	<u>2011-2012 %</u>	<u>New Hire*</u>	<u>6 Months</u>	<u>1 Year</u>	<u>18 Months</u>	<u>2 Year</u>	<u>30 Months</u>	<u>3 Year</u>	<u>42 Months</u>
District Wide Operator	-1%	42782 20.57	43202 20.77	43622 20.97	44042 21.17	44462 21.38	44882 21.58	45302 21.78	51659 24.84
Building Operator A Hourly	-1%	42782 20.57	43202 20.77	43622 20.97	44042 21.17	44462 21.38	44882 21.58	45302 21.78	51065 24.55
Building Operator B Hourly	-1%	40495 19.47	40915 19.67	41335 19.87	41755 20.07	42175 20.28	42595 20.48	43015 20.68	48773 23.45
Building Operator C Hourly	-1%	44604 21.44	45024 21.65	45444 21.85	45864 22.05	46284 22.25	46704 22.45	47124 22.66	54199 26.06
Shift Operator/ Van Driver Hourly	-2%	34560 16.62	34980 16.82	35400 17.02	35820 17.22	36240 17.42	36660 17.63	37080 17.83	42752 20.55
Basic Function Hourly	-2%	20752 9.98	21172 10.18	21592 10.38	22012 10.58	22432 10.78			

**VEHICLE MECHANICS SCHEDULE\***

Head Mechanic Hourly	49733 23.91	50153 24.11	50573 24.31	52516 25.25				
Mechanic Hourly	47135 22.66	47555 22.86	47975 23.06	49319 23.71				
Mechanic Helper Hourly	40284 19.37	40704 19.57	41124 19.77	41544 19.97	44644 21.46			

\*The increments on the Vehicle Mechanics' Schedule will follow the six month plan as controlled in this contract. The first level of each contract will be the new hire step with the second step, regardless of the number of steps, being the maximum that can be paid to a new employee if that employee has work experience as described in Article VI, Section 1 of this agreement.

A new employee would start at the new hire rate. Each six months he would receive an increment in accordance with Schedule B until the end of forty-two months when he would be at the same maximum.

An employee receiving an increment under Article VI, Section 1, would start at the six month rate, receive increments every six months and reach maximum at the end of thirty-six months. If this employee were promoted, they would receive an increment in accordance with Article X, Section 1a, and reach maximum at the end of thirty months.

**SALARY INCREMENTS 2012-2013**

<u>Classification</u>	<u>2012-2013</u> <u>%</u>	<u>New</u> <u>Hire*</u>	<u>6</u> <u>Months</u>	<u>1</u> <u>Year</u>	<u>18</u> <u>Months</u>	<u>2</u> <u>Year</u>	<u>30</u> <u>Months</u>	<u>3</u> <u>Year</u>	<u>42</u> <u>Months</u>
District Wide Operator	-2%	41927 20.16	42347 20.36	42767 20.56	43187 20.76	43607 20.96	44027 21.17	44447 21.37	50626 24.34
Building Operator A Hourly	-2%	41927 20.16	42347 20.36	42767 20.56	43187 20.76	43607 20.96	44027 21.17	44447 21.37	50043 24.06
Building Operator B Hourly	-2%	39685 19.08	40105 19.28	40525 19.48	40945 19.69	41365 19.89	41785 20.09	42205 20.29	47798 22.98
Building Operator C Hourly	-2%	43712 21.02	44132 21.22	44552 21.42	44972 21.62	45392 21.82	45812 22.03	46232 22.23	53115 25.54
Shift Operator/ Van Driver Hourly	-3%	33523 16.12	33943 16.32	34363 16.52	34783 16.72	35203 16.92	35623 17.13	36043 17.33	41469 19.94
Basic Function Hourly	-3%	20130 9.68	20550 9.88	20970 10.08	21390 10.28	21810 10.49			

**VEHICLE MECHANICS SCHEDULE\***

Head Mechanic Hourly	49733 23.91	50153 24.11	50573 24.31	52516 25.25	
Mechanic Hourly	47135 22.66	47555 22.86	47975 23.06	49319 23.71	
Mechanic Helper Hourly	40284 19.37	40704 19.57	41124 19.77	41544 19.97	44644 21.46

\*The increments on the Vehicle Mechanics' Schedule will follow the six month plan as controlled in this contract. The first level of each contract will be the new hire step with the second step, regardless of the number of steps, being the maximum that can be paid to a new employee if that employee has work experience as described in Article VI, Section 1 of this agreement.

A new employee would start at the new hire rate. Each six months he would receive an increment in accordance with Schedule B until the end of forty-two months when he would be at the same maximum.

An employee receiving an increment under Article VI, Section 1, would start at the six month rate, receive increments every six months and reach maximum at the end of thirty-six months. If this employee were promoted, they would receive an increment in accordance with Article X, Section 1a, and reach maximum at the end of thirty months.

**SALARY INCREMENTS 2013-2014**

<u>Classification</u>	2013-2014 %	New	6	1	18	2	30	3	42
		<u>Hire*</u>	<u>Months</u>	<u>Year</u>	<u>Months</u>	<u>Year</u>	<u>Months</u>	<u>Year</u>	<u>Months</u>
District Wide Operator	-2%	41088 19.75	41508 19.96	41928 20.16	42348 20.36	42768 20.56	43188 20.76	43608 20.97	49613 23.85
Building Operator A Hourly	-2%	41088 19.75	41508 19.96	41928 20.16	42348 20.36	42768 20.56	43188 20.76	43608 20.97	49042 23.58
Building Operator B Hourly	-2%	38891 18.70	39311 18.90	39731 19.10	40151 19.30	40571 19.51	40991 19.71	41411 19.91	46842 22.52
Building Operator C Hourly	-2%	42838 20.60	43258 20.80	43678 21.00	44098 21.20	44518 21.40	44938 21.60	45358 21.81	52053 25.03
Shift Operator/ Van Driver Hourly	-3%	32517 15.63	32937 15.84	33357 16.04	33777 16.24	34197 16.44	34617 16.64	35037 16.84	40225 19.34
Basic Function Hourly	-3%	19526 9.39	19946 9.59	20366 9.79	20786 9.99	21158 10.17			

**VEHICLE MECHANICS SCHEDULE\***

Head Mechanic Hourly	49733 23.91	50153 24.11	50573 24.31	52516 25.25		
Mechanic Hourly	47135 22.66	47555 22.86	47975 23.06	49319 23.71		
Mechanic Helper Hourly	40284 19.37	40704 19.57	41124 19.77	41544 19.97	44644 21.46	

\*The increments on the Vehicle Mechanics' Schedule will follow the six month plan as controlled in this contract. The first level of each contract will be the new hire step with the second step, regardless of the number of steps, being the maximum that can be paid to a new employee if that employee has work experience as described in Article VI, Section 1 of this agreement. A new employee would start at the new hire rate. Each six months he would receive an increment in accordance with Schedule B until the end of forty-two months when he would be at the same maximum. An employee receiving an increment under Article VI, Section 1, would start at the six month rate, receive increments every six months and reach maximum at the end of thirty-six months. If this employee were promoted, they would receive an increment in accordance with Article X, Section 1a, and reach maximum at the end of thirty months.

## **LETTER OF UNDERSTANDING Flexible Spending Account**

The District will make available to the employee a Flexible Spending Account (FSA). The FSA will be conducted pursuant to the IRS regulation and participation by the employee is voluntary.

The District will make available \$250.00 for each employee\* for healthcare/medical reimbursement for the 2011-12, 2012-13 and 2013-14 school years. While participation in the FSA is voluntary, the employee shall not receive the \$250.00 payment, if the employee does not choose this option during the open enrollment period.

\* Bargaining unit members who have health insurance/medical coverage under Article XI, Section 1.

**LETTER OF UNDERSTANDING Boot/Jacket allowance**

This Letter of Understanding is between the Macomb Intermediate School District (“District”) and AFSCME Local 2598, Chapter One, Council 25 (“Union”). The parties have agreed as follows:

Beginning in 2006, Increase uniform allowance for Building/Shift Operators to \$400 per year and increase mechanic's boot/jacket allowance to \$300 per year with the purchase order to remain open until May 31<sup>st</sup> of each calendar year to allow for "new" style options.

Note: Carhart outer wear is the preferred brand; subject to discretion of Management.

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Assistant Superintendent  
Legal Affairs/Human Resources

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Chapter Chairperson  
AFSCME, Local 2598, Chapter One

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Date

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Date

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