

AGREEMENT

between the

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT



and the

**ORGANIZATION OF SCHOOL ADMINISTRATORS
AND SUPERVISORS**

AFSA, LOCAL NO. 28, AFL-CIO

JULY 1, 2017 – JUNE 30, 2020

RECOGNITION

The Board recognizes OSAS (the Union) as the exclusive collective bargaining representative of personnel employed in all classifications listed below, and for which a wage scale is created as part of this agreement. for the purpose of bargaining with the Board with respect to rates of pay, wages, hours of employment, and other conditions of work:

Academic Engagement Administrator; Accountant; Administrative Manager; Assistant Chief of Security; Assistant Department Head; Attendance/ Department Head; Auditor; Budget Analyst; Business Manager; Coordinator; Curricular/Administrator; Curriculum Leader; Curriculum Coordinator; Dean of Students, Dean of Culture; Dean of Instruction; Fiscal Coordinator; Department Head/Unit Head (or); Director; Director, (Non--Educational); Director, Communications; Elementary Staff Coordinator; Field Supervisor -- Security; Head Commercial Foods Teacher; Head Apprentice Teacher; Investigator; Junior Administrative Assistant (10 month); Principal Accountant; Specialist, Day School for Deaf; Supervisor; Guidance Department Head; Program Supervisor; Program Associate I; Program Associate II as well as all classifications for which a wage rate is created.

Excluded from the unit are all personnel employed in classifications not specifically listed above as well as all confidential, managerial and executive employees.

NON-DISCRIMINATION

The Board and the Union agree to continue their policy of non-discrimination against any administrator on the basis of race, creed, color, physical handicap, age, national origin, marital status, sex, sexual orientation, gender identity, or membership, participation in, or association with the activities of any labor or professional educational organization

RESERVATION OF RIGHTS

- a. The Board reserves all the rights and powers conferred upon it by the constitution and laws of the State of Michigan, except as the same are limited by this Agreement. Such rights include by way of illustration and not by way of limitation the right to:
 - i. Manage and control the business, equipment and operations of the school district.
 - ii. Assign administrative personnel, determine the number of administrative personnel and their schedules iii. Select and determine qualifications of administrative personnel.
 - iv. Determine the number and location of its facilities including buildings, departments, offices and divisions thereof.
 - v. Determine the services, supplies and equipment necessary for the operation of the district and establish financial policies and procedures.
 - vi. Determine the number, function, authority and organization of its executive staff.

INDIVIDUAL CONTRACT

- a. Each administrator shall be given a one (1) year individual contract of employment. However, an administrator employed following the commencement of the school year shall be given a contract for the balance of that school year. This provision does not affect the District's inherent right to terminate for just cause and to layoff for economic necessity, elimination of position or reorganization/realignment.
- b. The individual contracts of employment shall provide that administrators are not granted tenure as an administrator, but will retain tenure previously granted as a classroom teacher, if applicable.

DISCIPLINARY ACTION

- a. When warranted, subject to the grievance procedure contained in this Agreement, and in accordance with due process, nothing contained in this Agreement shall restrict management from suspending, with or without pay, or transferring and/or demoting, or discharging any bargaining unit member where good cause for such action exists. This Article will not be used to circumvent the evaluation procedures specified in Article 11.
- b. The Union agrees to provide and make available a designated union representative who will be charged with representing unit members who desire representation at disciplinary conferences.

UNION OFFICIALS RELEASED TIME

The union president may be released from his/her assignment without loss of pay, benefits or seniority credit for the purpose of contract administration, negotiations or enforcement. The released time shall be granted upon submission of reasonable notice by the president to his/her immediate supervisor with copy to the director of Labor Relations. In addition, upon approval of the OSAS President, union officials or members of the bargaining unit may be released from their assignment without loss of pay, benefits or seniority credit if it is essential that they participate in contract administration, negotiations or enforcement.

HOURS OF WORK

When necessary for unit members to work extended hours, managers may authorize a flexible adjustment in work hours. Managers will exercise their best efforts subject to the requirements of efficient operations, to maintain a reasonable work schedule.

TRANSFERS

- a. In recognition of the commitment by both the School District of the City of Detroit and OSAS to the principle of total involvement in seeking solutions to educational problems, it is acknowledged by both parties that the District retains the right to transfer unit members covered by this Agreement from one position to another.
- b. The following procedures will be followed when administrators are transferred.
 - i. In the case of individual transfers: Unit members being transferred shall be notified in writing at least five calendar days before the date the contemplated transfer is to become effective.
 - ii. The notice shall set forth the expected date of transfer and the new work location.
- c. OSAS shall be furnished with a copy of the notification at the same time. The parties recognize that emergency situations may arise in which the five calendar days notice period is not feasible.
- d. Transfers may not be undertaken for arbitrary reasons and employees transferred under this provision will not suffer a diminution of compensation as a direct result of the transfer.

SENIORITY

- a. Seniority shall be computed from the first date of entry into the bargaining unit and shall include each day a person has been on payroll or on an approved leave from a position in the bargaining unit.
- b. A seniority list shall be prepared twice annually on July 15 with seniority status through July 1st and January 15 with seniority status through January 1 and presented to the Union. Disputes regarding computation of seniority may be resolved via the grievance procedure at any relevant time.
- c. In the event appointment dates are the same, seniority will be determined by the appointment date to a previous OSAS-represented administrative classification.
- d. If identical appointment dates still exist, system seniority will be the tiebreaker. If there is no previous OSAS-represented administrative position, system seniority will be used.

PROMOTION PROCEDURES

- a. When the employer elects to create a new position or fill an existing position that has become vacant, the employer shall post a notice on its website stating that the position is open for application. The notice will include:
 - i. Job title
 - ii. Job duties
 - iii. Salary range
 - iv. Job qualifications

- b. Unit members currently employed by the District, who wish to apply for a vacancy will be placed in the eligibility pool for that specific position. In addition to the eligibility requirements identified in the announcement, a current employee's eligibility will also be predicated on the following:
 - i. He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement); and,
 - ii. He/she must have received a satisfactory job performance evaluation during the last rating period.

EVALUATION

- a. The parties agree that it is the right and duty of the Board to evaluate employees, utilizing a performance evaluation tool that incorporates a rigorous, transparent, and fair evaluation system. As it relates to school administrators, the performance evaluation tool will assess performance at least in part based upon data on student growth as measured by assessments and other objective criteria.
- b. The parties agree that the purpose of evaluation is to provide information which will determine the employment and wage status of the individual administrator, to recognize levels of performance, to identify areas of improvement if necessary, and to provide appropriate and specific techniques and/or resources for improvement.
- c. Unit employees will be evaluated by the evaluation tool/procedure as outlined by the District.
- d. The employer shall evaluate employees at least once a year using the above described criteria for an employee evaluation tool. In addition to the criteria set forth below, the employee shall be evaluated based upon meeting established performance goals.
- e. Performance goals shall be established in writing by the appropriate administrator, after input from the employee, on or before November 15 of each school year. Evaluation shall be ongoing; however, the formal annual evaluation shall be completed by June 15 of each year.
- f. Unsatisfactory performance must be identified in writing. Any written evaluation of unsatisfactory performance shall include (a) clearly documented examples of unsatisfactory performance; (b) evaluation based upon personal observation; (c) evaluation by a direct supervisor of the member being evaluated.
- g. Performance evaluations shall be based upon:
 - i. Job knowledge and skill
 - ii. Quality of work
 - iii. Efficiency of work
 - iv. Attendance

- v. Interpersonal skills
 - vi. Training received (to the extent available)
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- h. Where appropriate, the performance evaluation tool shall comply with the requirements of The School Aid Act of 1979 and the Revised School Code, 380.1250.
 - i. Appeals of unsatisfactory performance appraisals shall be first to the next level manager over the supervisor conducting the evaluation and, thereafter, through the grievance procedure.
 - j. The parties agree to establish a protocol for training evaluators.

PROBATIONARY EMPLOYEES

- a. Except as otherwise provided in this Agreement, employees appointed or promoted to regular positions in the unit shall be considered probationary employees for the first two (2) years of employment. During the first year, employees shall have a midyear conference with their immediate superiors. In instances where it is anticipated the employees are not meeting their standards, the immediate superiors will provide notification at the midyear conference or not less than ninety days prior to final evaluation for the year.
- b. Performance standards shall be based upon the administrator/supervisor's position description, current situation, professional skills, interpersonal relationships and personal qualities. The standards will be taken from the mission, goals and objectives provided by the General Superintendent. The evaluation format under Article 11.c. will be used for this purpose.
- c. Grievances regarding an employee's evaluation and/or demotion can only be filed based on the Board's action being arbitrary or capricious. The nonrenewal of employees is not subject to the grievance process or arbitration.

ASSIGNMENTS PRIOR TO OPENING OF SCHOOL

In order to prepare for the opening of school, all 10-month employees may be assigned to work the week immediately prior to the opening of the new school year in order to: review and work on curriculum, preschool enrollment, overall program and organization; identify need for modification of existing programs; plan direction of efforts to improve programs; plan with available school personnel, constellation staff, and community for effective school organization and program; develop, submit to, and discuss with the appropriate administrator a semester plan identifying priority responsibilities and key factors in the discharge of such priority and responsibilities, stating specific objectives toward which resources will be directed and setting criteria for evaluation of the achievement of these objectives; confer with parents, students, and central staff as needed; and orient available staff. Employees will be provided notice of the start date as soon as possible.

LEAVE POLICY: The District will separate an employee who has been unable to work for one continuous year.

PERSONAL BUSINESS LEAVE DAYS

Personal Business Leave Days: All bargaining unit members may use up to five (5) days per year from their personal illness bank to be absent with pay for the purpose of conducting personal business.

BEREAVEMENT LEAVE:

- a. Leave may be taken in the event of the death of a member of the employee's immediate family. Absence due to death of a member of the immediate family may be charged to sick leave up to five (5) scheduled working days as necessary for each death. All funeral leave days must be taken within seven (7) consecutive calendar days of the day of death. Included in immediate family: Husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living and making his/her home in the household of the employee.
- b. The working days allowed must be consecutive scheduled working days:
- c. If employee works on day of death: the days allowed do not include day of death but begin with the first scheduled working day immediately following the day of death.
- d. If day of death is a scheduled workday and employee does not work on that day: the days allowed begin with and include the day of death.
- e. If day of death is not a scheduled workday or occurs during vacation periods: the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death.

EMERGENCY WEATHER CONDITIONS -- 10-MONTH EMPLOYEES

- a. It shall be the responsibility of the District to determine whether conditions warrant the closing of schools. If it is determined that a school or schools should be closed (and no delayed opening is planned), employees of those schools shall not be required to report to their job assignments and will not suffer any loss of pay. If a building is closed after the start of the normal work day, the employee shall suffer no loss of pay for that day.
- b. In the event of a building emergency, unit members may be reassigned to other duties or buildings for the duration of the emergency.
- c. Scheduled days of student attendance that are canceled because of conditions not within the control of authorities shall be rescheduled when the district is unable to meet the state mandatory requirements.
- d. When the canceled days become less than the State requirement for student attendance, 10-month employees shall not be compensated for mentioned days. Such days will be rescheduled with employees being paid the pay period following.
- e. Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Collective Bargaining Agreement.

HOLIDAYS

The District will be closed for nine (9) days in observance of, and staff will be compensated for, the following holidays: July 4th (Summer Assignment and 12-month only), Labor Day, Thanksgiving Break, November 22-23, 2018, Christmas Day, New Years's Day, M.L. King Day, Good Friday, Memorial Day.

GRIEVANCE PROCEDURE

- a. A grievance is a claim or complaint asserting a violation of or an interpretation of the Collective Bargaining Agreement.
- b. Steps
 - i. **Step One:** When a cause for complaint occurs, the union or the affected bargaining unit member(s) ("employee") shall request a meeting with an appropriate supervisor in an effort to resolve the claim/complaint. The supervisor shall arrange for a conference to be conducted within fifteen (15) work days after notification of the claim/complaint. The Union or the employee(s) shall be entitled to be heard personally and may request representation by the Union. The Union shall have the right to be present with the employee(s) at any such conference.
 - (1) A sincere attempt shall be made to resolve the differences at the oral conference between the employee(s) (or the Union) and his/her immediate supervisor. No resolution may be contrary to the terms of this agreement.
 - (2) The supervisor shall render a decision and communicate it in writing to the employee(s), the Union, and to the DPSCD Office of Labor Relations or its successor within ten (10) working days after the completion of the conference. If the Union is not satisfied with the results of the conference a formalize grievance may be filed, in writing, as provided hereunder.
 - (3) Note: If the claim/complaint involves the principal or immediate supervisor of the employee(s) the supervisor to whom the principal or immediate supervisor reports shall take the place of the principal/immediate supervisor referenced herein.
 - ii. **Step Two:** If a claim/complaint is not resolved in a conference between the employee(s) and his/her immediate supervisor, the Union may appeal the decision to the General Superintendent by submitting a notice to the Office of Labor Relations or its successor.
 - (1) A formalized grievance shall be submitted in writing no later than fifteen (15) days following the receipt of the decision of

the supervisor. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the grievance is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the principal or the appropriate director level or higher.

- (2) The General Superintendent or his/her designated representative shall meet with the parties concerned within fifteen (15) working days after receipt of the appeal request. Within fifteen (15) days after the grievance hearing, the General Superintendent shall render a written decision that shall be forwarded to the Union and the principal or the applicable unit head.

iii. **Step Three:** If the Union is not satisfied with the decision of the General Superintendent the Union may, within twenty working days, submit the grievance to arbitration, in accordance with the following:

- (1) In writing, submit to the Employer a Demand for Arbitration of any grievance under this Agreement.
- (2) The parties will attempt to mutually agree on an arbitrator. If they do not agree, the Union may submit a demand for arbitration to the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be borne equally by both parties.
- (3) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the record.
- (4) The arbitrator shall have no power to alter, add or subtract or modify the terms of this Agreement.

iv. Miscellaneous Provisions:

- (1) The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement.
- (2) A grievance must be filed within ten (10) days of the member's reasonable knowledge of the alleged contract violation or any grievance flowing therefrom shall be waived.

LEGAL ASSISTANCE

- a. In the event a Complaint and Summons is lodged against an administrator who is named as defendant for actions taken by him/her in his/her representative capacity as an administrator for the Board, the Board shall, upon request, provide legal assistance and/or representation if necessary, through its Office of General Counsel or other designated counsel, provided that:
 - i. A copy of the Complaint and Summons is transmitted to the Office of General Counsel within five (5) working days of service upon the defendant administrator together with a covering letter from the OSAS President or his designee requesting legal assistance.
 - ii. Pursuant to Board investigation and determination, the administrator(s) named was acting consistent with and within the scope of his/her proper administrative duties and responsibilities and within his/her official representative capacity as a Board administrator.
 - iii. Pursuant to Board investigation and determination, such administrator has acted in full accord with Board policy in carrying out functions that give rise to the legal action.
 - iv. There has been no illegality or criminality on the part of the administrator.
- b. The provision of legal advice and/or representation herein shall not apply to any administrator who, in his/her individual capacity, engages in actions outside the scope of his/her authorized duties. Such decision shall be promptly conveyed to OSAS.

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COMPLAINTS OR CHARGES

When complaints or charges against an administrator are made, the administrator shall be given full information with respect thereto. If the administrator is required to answer said complaint or charge in either an administrative or Board proceeding, he/she shall have the right to be represented by OSAS at every step of said proceeding.

22. POLICE PERSONNEL: SPECIAL PROVISIONS

- a. Vacation
 - i. Vacation will be granted at such times during the year as are suitable, considering both the requests of the employee and the efficient operations of the Police Department.
 - ii. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more full weeks, provided such schedule does not unreasonably interfere with the operations of the division. Once vacation schedules have been finalized by the employer on the basis of individual requests (as per days accrued), no vacation shall be canceled within a period of less than ten working days. In the event of an emergency, however, the employer may postpone an employee's vacation. Said employees shall be granted vacation thereafter at the earliest opportunity.
 - iii. Vacation may not be taken until after sixteen (16) weeks of employment with the District. Vacation leave requests will be granted based on the needs of the department. All vacation leave requests will be subject to the approval of management. All approved vacation leave requests are subject to change if an emergency situation is declared by the appropriate administrator or the Emergency Financial Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee).
- b. All rules and directives issued by the current Chief of the Police Department dealing with the duties and responsibilities of all police personnel will continue in effect unless modified or revised by the Chief of the Police Department or his/her superiors.
- c. Assignments and hours of operation will be as designated by the Chief of the Police Department or his/her superiors. In any event, assignments and hours of operation will be designated to meet the needs of the Board.
- d. Uniform Allowance: The District will provide the employee with an annual allowance for the purchase of uniform equipment for specific items approved by the Department from approved uniform vendors. The District will determine the amount of the voucher for each District employee covered by this Agreement.

- i. The allowance shall be as follows:
 - (1) for the 2017-2018 school year \$350; for the 2018-2019 school year \$400;
 - (2) for the 2019-2020 school year \$450 for each officer will range from \$350.00 to \$450.00 annually.
- ii. There will be no carryover of unused funds to the following fiscal year should an officer not expend the entire voucher allowance. The District will not pay a clothing allowance in order for District employees covered by this Agreement to maintain the uniforms is up to, but will not exceed, the amounts above annually. Payment of the allowance shall occur in July of the year in which it is due, but no later than October 1st.
- e. The wearing of summer uniform will begin May 1 and commence through September 30, and the District employee covered by this Agreement is not compelled to wear ties during the summer months. The District employee must be in full uniform at all times. The failure to do so will subject the individual to disciplinary actions.
- f. Drug Testing: The District has a substantial interest in a drug--free Detroit Public Schools Police Department. DPSPD unit members will be subject to drug testing on a random basis without regard to individualized suspicion no more than four (4) times per calendar year. All testing and related procedures will be conducted through the District's Office of Employee Health Services. The District reserves the right to drug screen its employees whenever there is a suspicion of drug or alcohol use.
- g. Assault Pay: A DPS police officer assigned to the DPS Police Department and whose absence is the result of a school--related assault or pupil negligence, as confirmed by the Chief of the Police Department and the Office of Risk Management shall not have the first seven (7) days' absence for each occurrence charged to his sick bank and his pay will not be diminished for those seven (7) days.
- h. Shift Differential: DPS Police Department employees in the classification of Sergeant working the afternoon shift (individuals who work more than half their shift after 4:00 p.m.) shall receive an additional \$.50 cents per hour. Bargaining

unit members working the midnight shift (individuals who work more than half their shift after 1:00 a.m.) shall receive an additional \$.75 cents per hour.

- i. Overtime: Police Supervisors required to work beyond the normal 80--hour biweekly period shall be granted pay in the amount of one and one--half (1--1/2) times their regular rate for hours beyond 80 hours. (The 80--hour biweekly work period is inclusive of time charged to the vacation and personal illness banks.) Supervisors working on Board paid holidays shall receive a rate of pay one and one--half (1--1/2) times their regular rate, plus their regular pay.
- j. Upon retirement from the District with receipt of a retirement allowance from the Michigan Office of Retirement Services individuals shall be entitled to receive a retirement badge and identification card. The process for presentation of these items shall be determined by the Employer.

23. INSURANCES

Unit members will be offered health, dental, life and vision insurance that is the same as that offered employees represented for collective bargaining by the Detroit Federation of Teachers. Improvements in benefits offered to employees represented for collective bargaining by the Detroit Federation of Teachers will be provided to members of this bargaining unit. Disputes with respect to this provision are subject to the grievance procedure including final and binding arbitration.

24. Layoffs

Definition:

A layoff is a reduction in the work force which exceeds reductions caused by voluntary resignation or retirement. Employees may be laid off by the Employer to meet the needs of the District. A layoff may be directed for the purpose of reducing the work force in the event of economic necessity, reduction of enrollment or termination of program.

In the event that a layoff is necessary the work force shall be reduced based on best ability to perform available work and work performance within the job classification as determined in the Employer's discretion following the Employer's review of job description, resume, performance evaluation, and discipline. longevity. The following layoff procedure shall apply:

25. Layoff Procedure

a. Notification

- i. At any given time, the employer may determine that the workforce shall be reduced.
- ii. The employer shall notify the Union of its decision at least 28 days prior to any workforce reduction being imposed and shall provide the Union with a projected organizational chart showing jobs which potentially remain following the imposition of a workforce reduction.
- iii. The employer shall identify each person who is subject to involuntary separation at least 28 days prior to any workforce reduction being imposed.
- iv. Persons shall be notified that they are subject to layoff in any convenient written form.

b. Remaining Jobs Announcement

- i. The organizational chart may be accompanied by job descriptions for any new positions which will be created following the workforce reduction. The job description shall contain the information required by section XXX

- ii. The organization chart and any job descriptions shall be promptly posted on the District's website.
- c. Job Claims
 - i. Any person who is identified for involuntary separation due to workforce reduction may apply for any position in the bargaining unit, including those positions identified as new provided that the person meets the requirements of this section and as specified in the job description.
 - ii. Individuals identified for involuntary separation shall submit job claims within 14 days of the date THE UNION IS GIVEN the organizational chart and 14 DAYS FROM placement of any job postings on the District's website.
- d. Each person who claims a job shall:
 - i. identify specifically the job they claim;
 - ii. provide a current resume showing the person's education, training and experience; iii. provide copies of job evaluations for the three years previous.
- e. Eligibility
 - i. A person may claim a position in the bargaining unit if:
 - (1) Within the previous TWENTY FOUR months of the job posting the person has previously held the position or performed work which is substantially the same as that required of the position they seek;
 - (2) the person holds the credentials required for the position and has relevant education, training, and experience, and skills as expressed in the job posting and
 - (3) the incumbent has less bargaining unit seniority than the person claiming the job.

- ii. A person may not claim an occupied job if the incumbent has greater bargaining unit seniority than the person claiming the position.
- iii. A person may not claim an occupied job if the position carries a greater compensation level than that which the person held except that a Program Supervisor may bump a Supervisor.

26. In extraordinary circumstances The employer may elect to appoint or retain a junior employee in a position in place of a senior employee seeking to replace the junior employee, if

- a. The junior employee has relevant experience, education or training that meets the requirements of the position. and/or the junior employee possessES a specific qualification, experience or credential, as determined by the Employer that, in the Employer's discretion, makes the junior employee uniquely qualified for the position.
- b. When seniority is disregarded pursuant to this Section, the employer shall provide the union with specific and verifiable reasons for its decision.
- c. The employer's decision may be challenged through the grievance procedure. In that event the Employer shall have the burden of proving that the junior employee was uniquely qualified for the position.

27. Displaced Incumbents:

A person holding a job who is displaced by a senior employee shall be treated as involuntarily separated and has the rights provided by this section to displace another junior employee provided that the person meets the restrictions created by this section.

28. Recall from Layoff

- a. A person shall be maintained on the recall list for TWENTY FOUR months following their last date of employment. Thereafter, their right to recall expires.
- b. Persons shall be considered for recall to work based upon seniority held as of their last date of employment with the most senior person being considered first, provided that the person satisfies the requirements of Section "d" Eligibility above.

- c. Upon creation of a new position or when a position becomes vacant the employer shall review the recall list to determine if a person on the list is entitled to be recalled.
- d. A person who has been involuntarily separated as the result of a reduction in force shall be recalled to work in the event that:
 - i. A position is vacant which, within the previous TWENTY FOUR months the person had previously held or the person performed work which is substantially the same as that required of the position they seek and subject the same conditions and requirements as set forth herein, specifically, Section "d" Eligibility.
 - ii. The person holds the credentials required for the position and has relevant education, training and experience and subject to the same conditions and requirements as set forth herein, specifically, Section "d" Eligibility.
- e. Notice of recall shall be sent by electronic mail or USPS to the last known address as shown on the Employer's records. The recall shall state the time and date on which the employee is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his or her current mailing address. A recalled bargaining unit member shall be given at least five days' notice to report to work, The Employer may fill the position on a temporary basis until the recalled employee can report to work. after which time the recalled employee shall lose the right to recall and the Employer may fill the position.
- f. Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the positions as defined by this Article. Refusal or failure to accept recall for a position for which the employee on layoff is qualified, within the time frame provided herein, shall terminate all right to recall.

29. Benefit Continuation

- a. Employees who are laid off with an effective date after June 1st shall continue to receive health benefits through August 31st of that calendar year provided the person has elected to be paid over 26 pay periods and the person's premium share required by 2011 PA 152 will be deducted from pay or the employee pays that person's premium share by July 10th.

- b. Employees who are laid off with an effective date prior to June 1st shall continue to receive health benefits until the end of the month in which the layoff is effective.
- c. Employees who, resign or retire shall continue to receive benefits until the end of the month in which the resignation occurs.
- d. Employees who retire shall receive insurance benefits until the day preceding the effective date of retirement, layoff, resignation or retirement occurs.
- e. Employees on approved leaves of absences shall receive benefits until the day preceding the effective date of the leave of absence.

30. VACATION

- a. Employees working more than ten months are eligible for vacation with pay as described in this provision.
- b. On July 1 of each year, each employee shall be awarded 31 days which may be used for vacation.
- c. The following nineteen (19) days are mandatory vacation days:
 - i. Day Before Thanksgiving (November 21, 2018)
 - ii. Holiday Break (December 24 through January 4)
 - iii. Winter Break (February 18 through February 24)
 - iv. Spring Break (April 22 through April 26)
- d. Any exception to mandatory vacation must be approved in advance and in writing by the Superintendent. The grant of such exceptions will be limited to employees whose duties relate to essential core functions Any employee granted an exception will receive the equivalent amount of time as "flex time." All "flex time" must be used by the end of the fiscal year or it is forfeited.
- e. Employees may take non mandatory vacation time off at will provided that a timely vacation notice is provided by the employee to their immediate supervisor. A supervisor may reject a vacation notice for a valid reason however the supervisor shall explain the reason in writing promptly following the vacation request being denied.
- f. Effective the 2019-2020 fiscal year and after, employees may choose to reserve in a current bank a maximum of 12 days each year to a maximum of 24 days in the bank. Accrued vacation may be used as provided by this article.
- g. For the 2018-2019 fiscal year, employees may choose to reserve a maximum of 12 days to a maximum of 24. However, employees employed in the bargaining unit prior to this fiscal year who previously retained vacation days may add a maximum of 10 previously reserved days to their bank. The maximum number of reserved days for these employees is 34. However, effective June 30, 2020 and after, the maximum number of banked days for such employees will be 24.
- h. Upon separation from employment, employees who do not use their vacation allotment shall be paid additional payroll of 100 percent of their daily rate of pay

for each accrued day that they do not use to a maximum of 24 days. Payments shall be made as soon as practicable following separation.

31. Sick Leave

- a. On July 1 of each year, employees shall be awarded twelve (12) sick leave days per year; five (5) of which may be used for personal business/emergency.
- b. When an employee's sick leave bank has reached the current allowable maximum, as set forth in this Agreement, there shall be established a "Catastrophe Bank" into which all days over the maximum shall be placed. When an employee has used all days accumulated in his/her sick bank for an illness/disability extending more than six months, he/she may then draw from the "Catastrophe Bank" to the extent he/she has made contribution to said bank. (The Employer may require medical evidence of the illness/disability.) Administrators/Supervisors will be provided an annual update on the number of days in their catastrophe bank.
- c. The sick leave bank of administrators employed in assigned to schools shall not be charged for necessary absences of up to five (5) days resulting from the following childhood diseases: chicken pox, measles, mumps, diarrhea, whooping cough, impetigo, pink eye (conjunctivitis). The statement of a licensed physician shall be required as proof of the cause of such absence.
- d. An employee not able to return to work following five (5) consecutive days of absence for personal illness, may at the District's discretion, have a medical examination by the District's designated physician.
 - i. The district shall pay for the examination. The medical examination shall be restricted to the employee's stated reason(s) for the illness absence.
 - ii. The decision of the Employee Health Services in this article is binding except that if an employee is not satisfied with the decision of the District's Employee Health Services, as to his/her ability or inability to work, the employee must appeal the decision of the Employee Health Services within three (3) business days from the receipt of the medical report under the following conditions:
 - (1) A person who disputes a decision regarding his or her right to sick leave, assault pay or other benefits granted by this article will notify the Employee Health Services of the dispute and explain the reasons why the person believes they are entitled to benefits.
 - (2) The Employee Health Services will notify the employee person and the Union if the Office continues to disagree with the person.

- (3) The Employee Union and the Employee Health Services will jointly select a physician or other expert licensed to practice in the State of Michigan, to resolve the dispute.
 - (4) The fees of the expert will be divided equally between the Employee Health Services and the person requesting the review.
 - (5) The person will cooperate fully with any examination(s) required by the expert. The failure of the person to cooperate will be a basis for denial of the person's request for benefits.
 - (6) The expert will furnish the Union and the Employee Health Services a report as promptly as circumstances permit, but no later than twenty (20) business days from the date the examiner has received sufficient information to make a decision providing the expert's opinion regarding the person's right to benefits under this article.
 - (7) The decision of the expert is binding on the Employee Health Services (and, thereby the District and the General Superintendent), the person making the request for benefits, and the Union.
- e. After five consecutive workdays of sick leave, an employee must furnish a statement from his/her physician on a form provided by the District, in order to secure his/her next paycheck.
- f. Sick leave or leave under the Family Medical Leave Act may be used in hourly increments.