

#830196

A G R E E M E N T

BETWEEN

THE BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT OF THE  
CITY OF DETROIT, MICHIGAN

-AND-

LOCAL 345  
AFSCME, COUNCIL #25  
AFL-CIO

2,200 em'ces  
\*

JANUARY 1, 1995 - DECEMBER 31, 1997

FEB - 7 1991

74 pages

TABLE OF CONTENTS

ARTICLE I - PURPOSE AND INTENT . . . . . 1

ARTICLE II -- NON-DISCRIMINATION CLAUSE . . . . . 1

ARTICLE III -- RECOGNITION - EMPLOYEES COVERED . . . . . 2

ARTICLE IV -- EMPOWERMENT . . . . . 2

ARTICLE V -- WORKING RULES . . . . . 4

ARTICLE VI -- CALL-IN TIME . . . . . 4

ARTICLE VII -- OVERTIME . . . . . 5

ARTICLE VIII -- PERSONNEL RECORDS . . . . . 5

ARTICLE IX -- PROHIBITION AGAINST STRIKES . . . . . 6

ARTICLE X - STEWARDS, ALTERNATE STEWARDS & DIVISIONAL  
CHAIRPERSONS . . . . . 6

ARTICLE XI -- STEWARD'S TRANSFER . . . . . 8

ARTICLE XII -- SPECIAL CONFERENCES . . . . . 8

ARTICLE XIII -- GRIEVANCE PROCEDURE . . . . . 9

    Section 1 - General . . . . . 9

    Section 2 - Presentation of Grievances . . . . . 10

        Step 1 . . . . . 11

        Step 2 . . . . . 11

        Step 3 . . . . . 11

        Step 4 - Arbitration . . . . . 12

    Section 3 - Time Limit on Grievances . . . . . 12

ARTICLE XIV -- DISCHARGE, SUSPENSION AND DEMOTION . . . . . 13

ARTICLE XV -- COMPUTATION OF BACK WAGES AND OVERPAYMENTS . . . . . 14

TABLE OF CONTENTS

ARTICLE I - PURPOSE AND INTENT . . . . . 1

ARTICLE II -- NON-DISCRIMINATION CLAUSE . . . . . 1

ARTICLE III -- RECOGNITION - EMPLOYEES COVERED . . . . . 2

ARTICLE IV -- EMPOWERMENT . . . . . 2

ARTICLE V -- WORKING RULES . . . . . 4

ARTICLE VI -- CALL-IN TIME . . . . . 4

ARTICLE VII -- OVERTIME . . . . . 5

ARTICLE VIII -- PERSONNEL RECORDS . . . . . 5

ARTICLE IX -- PROHIBITION AGAINST STRIKES . . . . . 6

ARTICLE X - STEWARDS, ALTERNATE STEWARDS & DIVISIONAL  
CHAIRPERSONS . . . . . 6

ARTICLE XI -- STEWARD'S TRANSFER . . . . . 8

ARTICLE XII -- SPECIAL CONFERENCES . . . . . 8

ARTICLE XIII -- GRIEVANCE PROCEDURE . . . . . 9

    Section 1 - General . . . . . 9

    Section 2 - Presentation of Grievances . . . . . 10

        Step 1 . . . . . 11

        Step 2 . . . . . 11

        Step 3 . . . . . 11

        Step 4 - Arbitration . . . . . 12

    Section 3 - Time Limit on Grievances . . . . . 12

ARTICLE XIV -- DISCHARGE, SUSPENSION AND DEMOTION . . . . . 13

ARTICLE XV -- COMPUTATION OF BACK WAGES AND OVERPAYMENTS . . . . . 14

ARTICLE XVI -- SENIORITY

Section 1 - Probationary Employees . . . . . 14  
Section 2 . . . . . 15  
Section 3 - Seniority of Officers and Stewards . . . . . 16  
Section 4 - Housekeeping Employees . . . . . 17  
Section 5 - Loss of Seniority . . . . . 18  
Section 6 - Retention of Seniority . . . . . 19

ARTICLE XVII -- LAYOFF AND RECALL . . . . . 19

ARTICLE XVIII -- HOLIDAY PROVISIONS . . . . . 20

ARTICLE XIX -- EVALUATION . . . . . 21

ARTICLE XX -- TRANSFERS AND PROMOTIONS . . . . . 23

ARTICLE XXI -- VACATIONS AND OFF DAYS . . . . . 25

ARTICLE XXII -- GENERAL LEAVE POLICY . . . . . 27

Sick Leave - Accrual Rate . . . . . 27  
Sick Leave - Borrowing . . . . . 28  
Catastrophe Bank . . . . . 29

ARTICLE XXIII -- FUNERAL LEAVE . . . . . 32

ARTICLE XXIV -- VETERANS . . . . . 32

ARTICLE XXV -- COMMUNICABLE DISEASES . . . . . 34

ARTICLE XXVI -- SCHOOL RELATED ASSAULTS . . . . . 34

ARTICLE XXVII -- RATES OF NEW JOBS . . . . . 34

ARTICLE XXVIII -- SAFETY COMMITTEE . . . . . 35

ARTICLE -- XXIX -- POSTING OF UNION NOTICES . . . . . 35

ARTICLE XXX -- NOTICES TO UNION . . . . . 35

ARTICLE XXXI -- JURY DUTY . . . . . 36

ARTICLE XXXII -- SUPPLEMENTAL AGREEMENTS . . . . . 36

SCHOOL TECHNICIANS . . . . . 36

JOINT COMMITTEE . . . . .	37
REIMBURSEMENT FOR TRANSPORTATION COSTS (REGULAR AND PART-TIME BUS ATTENDANTS) . . . . .	37
ARTICLE XXXIII -- UNION MEMBERSHIP, AGENCY SHOP AND DUES DEDUCTION . . . . .	38
AGENCY SHOP . . . . .	39
ARTICLE XXXIV -- TAILGATE DELIVERIES . . . . .	40
ARTICLE XXXV -- SNOW EMERGENCY DAY OR DAYS ONLY . . . . .	41
Emergency Weather Conditions -- Ten Month Employees . .	41
ARTICLE XXXVI -- SUMMER WORK . . . . .	42
ARTICLE XXXVII -- SUMMER CLEANING . . . . .	43
ARTICLE XXXVIII -- COPY OF AGREEMENT . . . . .	43
ARTICLE XXXIX -- WAGES . . . . .	43
SPECIAL ADJUSTMENTS . . . . .	43
ARTICLE LX -- INSURANCE: HOSPITALIZATION; LIFE; DENTAL OPTION	44
HEALTH CARE . . . . .	45
OPT OUT . . . . .	46
ARTICLE XLI -- RETIREMENT CONTRIBUTION . . . . .	47
ARTICLE XLII -- SUBSTITUTE - OVERTIME SERVICE POLICY AMENDMENTS . . . . .	47
ARTICLE XLIII -- UNIFORM ALLOWANCE . . . . .	49
ARTICLE XLIV - RESIDENCY . . . . .	49
ARTICLE XLV -- PERSONAL PROPERTY LOSS . . . . .	49
ARTICLE XLVI -- MISCELLANEOUS . . . . .	50
CURRENT SUBSTITUTES OR OVERTIME PROCEDURE . . . . .	52
ARTICLE XLVII -- ADDITIONAL LOCKER ROOM SERVICE . . . . .	55
ARTICLE XLVIII -- GENERAL . . . . .	55
ARTICLE XLIX -- CHANGE AND TERMINATION . . . . .	57

## A G R E E M E N T

This Agreement is entered into effective the 1st day of January, 1995, between the Board of Education of the City of Detroit (hereinafter referred to as the "Board") and Local 345, Michigan District Council 25 of the American Federation of State, County and Municipal Employees AFL-CIO (hereinafter collectively referred to as the "Union").

### ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations for the mutual interest of the school children of the City of Detroit, the Board, the employees, and the Union.

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

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

### ARTICLE II -- NON-DISCRIMINATION CLAUSE

- A. There shall be no discrimination against any person in employment or in Union membership because of race, sex, religion, color, creed or national origin. The parties will work together to assure equal employment opportunities, and

to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all persons employed by the Board in all phases of the employment process.

- B. The Board and the Union are committed to the principle of equal pay for equal work and agree that no provision of this Agreement shall be interpreted in such a manner as to preclude persons of any sex from the equal opportunity to be considered, selected and employed in any position in the bargaining unit because of the sex of such person.

**ARTICLE III -- RECOGNITION - EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Board in the job classifications described in Appendix "A".

**ARTICLE IV -- EMPOWERMENT**

The Union and the Board are committed to creating empowered schools which assure maximum choice, success and rewards for students, parents and all employees.

In this regard, an empowered school shall have the authority to develop policy that affects terms or conditions of

employment which may deviate from contract provisions governing non-empowered schools; provided that such changes are approved by the Local School Empowerment Council (LSEC) and a majority of the affected employees in the empowered school.

The bargaining representative of the employees involved may request negotiations with Labor Affairs regarding the changes made. Should the parties be unable to reach an agreement, either party may petition MERC to resolve the impasse.

- A. No bargaining unit member in an empowered school will suffer a loss of employment as a result of an action by an empowered school involving purchasing outside services.
- B. No empowered school will be permitted to pay a bargaining unit employee at less than the negotiated pay rate and fringe benefit level in the master contract.
- C. Persons applying for promotions will indicate whether they desire to be placed in a regular school, empowered school or both. An empowered school needing to fill a vacancy will review the register and interview the candidates on the list who has indicated a preference to go to an empowered school. Persons who remain on the register will be selected for a vacancy in a

non-empowered school, in accordance with Article XX.

**ARTICLE V -- WORKING RULES**

The Board may establish reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions. The Union shall be notified in writing and consulted regarding said working rules prior to their effective date and prior to any change therein.

Pending formulation of any new work rules in the manner set forth above, the overtime policy and hours of work including lunch periods in various classifications, shall be continued as presently administered, and/or as changed by any supplemental agreements.

There shall not be any arbitrary change in hours solely to avoid the payment of overtime. There shall be no conflict between the work rules and the terms of this Agreement.

**ARTICLE VI -- CALL-IN TIME**

When members of this bargaining unit are requested by their department head to report for work at times other than their regular work shift in order to meet emergency situations, (vandalism, etc.), the called back employee shall receive as approved and authorized by the department head, the time and one-half (1-1/2) rate of pay for actual time worked or a minimum of four hours straight time, whichever is greater. The minimum of four hours straight time shall not, however, apply for

continuous overtime hours worked prior to or after termination of the employee's regular work shift.

**ARTICLE VII -- OVERTIME**

Overtime will be paid in the following manner:

- a. One and one-half (1-1/2) times the employee's regular rate for all hours worked in excess of eight hours per day or 40 hours per week.
- b. Saturday work (6th day) will be paid at a rate of one and one-half (1-1/2) times the employee's regular rate.
- c. Sunday (7th day) and/or holidays, the rate will be two times the employee's regular rate of pay.

**ARTICLE VIII -- PERSONNEL RECORDS**

Personnel records shall continue to be confidential and carefully guarded in the interest of the individual employee. They are available only for administrative and supervisory use, but they are accessible, with the exceptions noted below, to the individual employees concerned.

The individual employee may examine his own record with the Superintendent or his designee. The exceptions include the tests and reports from the following sources:

- a. The Board Medical Examiner
- b. The Psychological Clinic
- c. Committees acting in the selection of promotion processes
- d. Placement bureaus

- e. Former employers
- f. Items which may make the Board liable for claims of improper disclosure or publication

The above documents shall remain as exceptions so long as they are not used at the hearing.

The employee may be accompanied by a Union representative during the examination of his record provided that he has made a written request to the Board that a Union representative be present.

The use of past records at a hearing shall be restricted to items which are relevant to the matter being considered at the hearing. In the use of past records, management will take into consideration the length of time between infractions and any evident improvements in work performance by the employee.

#### **ARTICLE IX -- PROHIBITION AGAINST STRIKES**

There shall not be any strike action of any type engaged in, or encouraged, by the Union against the Board, nor shall there be any lockout by the Board. The Union will take affirmative steps to discourage and prevent strike action against the Board by its members.

#### **ARTICLE X - STEWARDS, ALTERNATE STEWARDS & DIVISIONAL CHAIRPERSONS**

The Steward's responsibilities include the reasonable attempt by the Steward to insure that members of the Union are familiar with and adhere to the responsibilities imposed by this Agreement and by the reasonable work rules established by the

Board from time to time in consultation with the Union.

Where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the Board, the Steward, or other Union officers who are directly involved in the grievance procedure shall be permitted a reasonable time to investigate and present grievances but shall not receive any extra pay from the Board because of the performance of such duties. However, when the Steward or other Union officers who are directly involved in the grievance procedure are performing such authorized Steward's functions during working hours, they shall not suffer any loss of time or pay.

The Steward shall, to the extent possible, perform his/her duties as Steward without interference with his/her own job functions or the job functions of other employees. The Steward or Union officer shall not leave their job to conduct their duties as Steward without first securing the permission of their immediate supervisor. The failure of the supervisor to grant reasonable time off may be the subject of a grievance.

The number of Steward districts shall be that number negotiated between the Board and the Union.

A Steward who directs the Steward activities of other Stewards shall be known as the Divisional Chairperson (Chief Steward) and may exercise the duties of the Steward as described, and under the conditions set forth above.

**ARTICLE XI -- STEWARD'S TRANSFER**

Management recognizes that the transfer of a Steward from one location to another or from one shift to another may be advantageous to both the Union and the Board of Education. When such a situation arises, either party may request a Special Conference prior to any action.

**ARTICLE XII -- SPECIAL CONFERENCES**

A. Special Conferences for important matters will be arranged between the Local Union President and the Board, or its designated representatives, upon request of either party. Such meeting shall be between no more than five (5) and at least two (2) representatives of each party to the Agreement.

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. Matters taken up in Special Conferences, shall be confined to those included in the agenda. Such conferences shall be held within five (5) calendar days after the request is made. This time limit may be extended if mutually agreed to by both parties. The Board agrees to acknowledge requests for Special Conferences in writing. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., unless some other time is mutually agreed upon. The members of the Union shall not lose time nor pay for

time spent in such Special Conferences. This meeting may be attended by representatives of District Council 25.

- B. The Union representatives may meet at a place designated by the Board on the Board's property for not more than one hour immediately preceding a meeting with the representatives of the Board if a written request has been made.

On matters which concern employees of more than one Local, the Special Conference will be arranged between the official representatives of District Council 25 and the Board's Office of Labor Affairs.

- C. In the event the parties reach an Agreement on an item(s) as a result of a Special Conference, the Agreement shall be reduced to writing.

#### **ARTICLE XIII -- GRIEVANCE PROCEDURE**

Should differences arise between the Board and the Union during the term of this Agreement as to the interpretation or application of the provisions of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

##### **Section 1 - General**

- a. Designated Stewards or Union officers who are directly involved in the grievance procedure shall not suffer any loss of time or pay while investigating and processing grievances.
- b. The Union may withdraw any grievance without prejudice at any step of the grievance procedure.

- c. The time limits may be extended if mutually agreed upon by the parties at any step of the grievance procedure.
- d. The "appropriate" administrative classification and/or personnel who shall answer the grievance at particular steps of the grievance procedure shall be specified in Appendix "B" herein.

**Section 2 - Presentation of Grievances**

The employee with a problem shall first discuss the matter with the principal or administrator in-charge directly or his designee, and if he wishes, may be accompanied by the Union steward, with the objective of resolving the matter informally.

Should any difference arise as to the administration of the Agreement, it shall be settled in accordance with the procedures listed below.

- Step \*1 - Principal or Administrator
  - 2 - Area Superintendent
  - 3 - General Superintendent or designee
  - 4 - Arbitration

\*When the grievance is directed against the principal or Administrator in-charge, the procedure will begin at Step 2. At the grievance hearing, the person(s) bringing the charge(s) shall not be the person(s) who chairs the committee or enters into the final discussion for the decision. All decisions shall be in writing. The Board agrees to fair and just disciplinary procedures.

**Step 1**

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the Principal or the Administrator in-charge within ten (10) working days from the time that the event took place or within ten (10) working days of the conditions giving rise to the grievance.

**Step 2**

Grievances not satisfactorily settled at Step 1 may be presented in writing by the Union to the appropriate office accompanied by a copy of the decision at Step 1. The Area Superintendent, his designee or appropriate office shall investigate the grievance and provide an opportunity for the grievant and the Union representative(s) to be heard, at a time mutually agreeable to them, but no later than ten (10) working days following receipt of the appeal. The Area Superintendent, his designee or appropriate office shall give a written decision within five (5) working days after the conference.

**Step 3**

Grievances not satisfactorily settled at Step 2 may be presented in writing by the Union to the General Superintendent and shall be accompanied by a copy of the decision at Step 2. The General Superintendent or his

designee shall investigate the grievance and provide an opportunity for the grievant and the Union representative to be heard, at a time mutually agreeable to them, but no later than ten (10) working days following receipt of the appeal. The General Superintendent or his designee shall give a written decision within five (5) working days after the hearing.

#### **Step 4 - Arbitration**

Any unresolved grievance which relates to the interpretation, application or enforcement of any specific Article and Section of this Agreement, or any written supplementary Agreement which has been fully processed through the last step of the grievance procedure, may be submitted to arbitration. The parties shall attempt to select the arbitrator within fifteen (15) days of the decision to submit to arbitration. In the event the parties fail to agree upon an arbitrator, the selection of the arbitrator shall be made in accordance with the rules of the American Arbitration Association. The cost of arbitration shall be equally charged to and paid by the parties. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings. There shall be no appeal from the arbitrator's decision. Such decision shall be final and binding on the Union and its members, the employees or employees involved, and the Board.

#### **Section 3 - Time Limit on Grievances**

Any grievance settlement shall be made in accordance with

the terms and spirit of this Agreement.

Any grievance under this Agreement which is not filed in writing within thirty (30) employee working days after the grievance arises, shall not be considered a grievance. If the elements in the subject matter of the grievance lie within the jurisdiction of specific Board departments, e.g., Payroll, etc., the grievance steps may be shortened or eliminated to bring the grievance to that department's immediate attention, if mutually agreed to by the parties. Any grievance not appealed in writing from a decision in the first two (2) steps under the Grievance Procedure to the next step within ten (10) working days or from a decision at the third step within thirty (30) calendar days shall be considered settled on the basis of the last answer.

These time limits may be extended by mutual agreement by both parties..

#### **ARTICLE XIV -- DISCHARGE, SUSPENSION AND DEMOTION**

- A. The Board agrees to notify, in writing, the Union President or designee of the recommendation to discharge, suspend, or demote an employee.
- B. Should the discharged, suspended or demoted employee or the Union representative consider the discharge, suspension or demotion to be improper, a written grievance may be submitted at Step 3 of the grievance procedure within five (5) working days by the Union.

The Board agrees to fair and just disciplinary procedures.

**ARTICLE XV -- COMPUTATION OF BACK WAGES AND OVERPAYMENTS**

- A. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate of pay.

In computing the amount of back wages to be paid by the Board in settlement of any back wage claim, the Board may deduct an amount equal to the interim earnings of the employee from any source so that the earnings of the employee during the back wage period will not exceed the earnings the employee would have received from the Board had he been employed by the Board at his regular rate of pay.

- B. In the event an employee in this bargaining unit receives wages or other monies to which he is not entitled and which are payments or overpayments of such wages or monies, the Board agrees that except in unusual circumstances, it shall make arrangements with the employee for repayment to the Board in a manner which will minimize unusual hardship to such employee. The parties recognize that it shall be the continued responsibility of the employee to immediately notify the Board upon discovery of such payment or overpayment in order that the Board may promptly rectify the discrepancy.

**ARTICLE XVI -- SENIORITY**

**Section 1 - Probationary Employees**

- a. Employees appointed to regular positions in the unit

shall be considered probationary employees for the first 120 calendar days of employment. When an employee has satisfactorily completed the probationary period, he shall be entered on the seniority list of the unit and shall rank, for seniority purposes, from the effective date of his appointment. 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, wages, hours of employment, and other conditions of employment as set forth in Article III of this Agreement, except employees discharged and/or disciplined for other than Union activity.

## **Section 2**

Seniority shall be on a classification basis in accordance with the employees' last date of appointment to a regular position. When there is complete elimination of a classification resulting in the termination of employees within said classification, those terminated employees shall receive priority in the filling of vacant positions in the bargaining unit. Application must be made within seven calendar days of receive priority. Employees applying for the new positions must meet all of the qualifications as stated in the job description. Upon appointment or assignment to the new position, the employees must serve the normal probationary period and are subject to all promotional procedures.

**Section 3 - Seniority of Officers and Stewards**

- a. Stewards or designated representatives who are involved in the Grievance Procedure, shall be retained in their respective shifts and respective location according to their classification.
- b. In the event the classification is eliminated in the said work location and shift and a dispute arises as to where the officers, stewards or designated representative shall be assigned, the dispute will be resolved in accordance with the Special Conference language of this Agreement.
- c. Notwithstanding their actual position on the seniority list, Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their group classification which they can perform and after a layoff shall be recalled to work on the first open job in their group classification which they can perform.
- d. In the event a layoff is necessary, notwithstanding their actual seniority, the following Local Union Officers, in the order in which their offices are listed below, shall continue to work in their group classification which they can perform and are willing to perform.

President

Executive Vice Presiden

Vice President

Secretary-Treasurer

Recording Secretary

Corresponding Secretary

Divisional Chairman or Chief Steward

- e. The rights of the above officers to be retained is superior to the rights of Stewards set forth in "c" above.
- f. The above mentioned officers may, upon their request, be assigned to work days unless, as determined by the Board, this assignment adversely affects operations wherever such a position exists.
- g. An updated seniority list will be supplied to the Union at the beginning of each semester. Such list will show the names, locations, job classifications and addresses of all employees in the unit, except that the address shall be deleted for any employee in the bargaining unit who shall, in writing, make a request to the Board for such deletion.

**Section 4 - Housekeeping Employees**

Where there is no rotation in a building or location, the most senior employee at the site shall have the right to exercise seniority whenever a vacancy occurs at that site.

The Housekeeping Department will be informed by the most senior employee in the building of his/her desire to move into a vacancy that might occur. If the most senior employee refuses to move, it will be offered to the next most senior employee and so forth.

**Section 5 - Loss of Seniority**

An employee shall lose seniority for the following reasons only:

- a. The employee quits.
- b. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. The employee is absent for five (5) consecutive working days without notifying the Board. The Board may consider and make an exception to this rule in appropriate cases. After such absence, the Board will send written notification by certified mail to the employee at the last known address, with a copy to the Union, that he/she has lost his/her seniority; and his/her employment has been terminated. If the disposition made of any case is not satisfactory, the matter shall be referred to the Grievance Procedure.
- d. If the employee does not return to work when recalled from layoff as set forth in the Recall Procedure of this Agreement.
- e. Return from sick leave and leaves of absence will be treated the same as "c" above.

- f. The employee retires under the terms of any retirement program.

**Section 6 - Retention of Seniority**

An employee who voluntarily terminates employment with the Board of Education may, within ninety (90) calendar days of that termination, return to employment with the Board without suffering loss of unit or classification seniority.

**ARTICLE XVII -- LAYOFF AND RECALL**

- A. The word "layoff" means a reduction in the working force due to a decrease in work or lack of funds.
- B. If it becomes necessary for a layoff, the following procedure will be used:  
Temporary employees will be laid off first:  
Probationary employees next; then seniority employees will be laid off according to seniority, as defined in Article XV and the ability to do the remaining work.  
In proper cases, exceptions may be made. Disposition of these will be a proper matter for Special Conference; and if not resolved, it shall then be subject to the Appeal Board step of the Grievance Procedure.
- C. Employees to be laid off will have at least seven (7) calendar days notice of layoff. The Local Union Secretary shall receive a list from the Board of employees being laid off on the same date the notices are issued to the

employees.

- D. When the work force is increased after a layoff, employees will be recalled according to seniority as defined in Article XVI. Notice of recall shall be sent to the employee at his last known address by registered or certified mail, with a copy to the Union. If an employee fails to report for work within ten (10) working days from the date of mailing of notice of recall, he shall be considered to have quit. In proper cases, exceptions may be made.

**ARTICLE XVIII -- HOLIDAY PROVISIONS**

- A. Ten-month employees will be paid straight time for all unworked hours of their regularly assigned eight (8) hour shift for the following eight (8) holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and Good Friday in each year.
- B. Employees who are less than 12-month employees, if assigned the additional work of summer school and also if they work the day after July 4, will be paid for the July 4 holiday.
- C. Twelve-month employees shall be entitled to nine (9) holidays, which shall include the same holidays referred to above and Independence Day.

**ARTICLE XIX -- EVALUATION**

The Employer shall evaluate employees at least once a year using Form 4268. The employee shall receive a copy of each evaluation. If an employee is marked unsatisfactory, the employee may grieve the evaluation.

Before an employee is rated unsatisfactory in performance, the following steps shall have been taken.

- a. The appropriate school/location administrator/supervisor or designee shall have observed the employee's work performance or the results thereof at least twice with the employee's awareness.
- b. A central administrator/supervisor shall have observed the employee's work performance or the results thereof at least twice.
- c. After the observation referred to in a and b above have occurred, a conference between the employee, the central administrator/supervisor and at least one school/location administrator/supervisor as named in a above shall be held to put the employee on notice that his/her work is unsatisfactory and to discuss with him/her ways in which he/she can improve. The appropriate school/location administrator/supervisor and the employee shall put in writing a summary of such conference. Copies shall be exchanged.
- d. Within a thirty day trial period, both the school/location administrator/supervisor and administrator/

supervisor from the central offices shall visit the employee's school and/or location to determine if the recommendations made above are being implemented. If the efforts of the school/location administrator/ supervisor and employee fail to raise the employee's performance to a satisfactory level, the local administrator/supervisor and the central administrator/supervisor shall each fill out a Form\_\_\_\_, Report of Unsatisfactory Service.

e. Employees who have been rated unsatisfactory in accordance with the procedure outlined above, will have that report forwarded to their departmental heads for review. For the purpose of this article, the departmental heads shall be as follows:

1. Housekeeping - Housekeeping Superintendent or designee
2. Warehouses - Assistant Director or designee
3. Food Service - Director or designee
4. Terminals - Assistant Director or designee
5. School Technicians - Assistant Director
6. Special Education - Assistant Director or designee

The departmental head shall schedule a meeting with the employee not later than thirty (30) days after receipt of the unsatisfactory rating. As a result of the meeting, the departmental head shall make a recommendation to the Office of Personnel, with a copy

to the employee, for action that could include termination.

- f. If the recommendation is not satisfactory to the Union, the matter may be referred to Step 3 of the Grievance Procedure.

At every stage of the above procedure, the employee shall have the right to Union representation, if the employee chooses.

- g. The use of the above procedure does not replace in any way the article on Discharge and Suspension in the Agreement.

#### **ARTICLE XX -- TRANSFERS AND PROMOTIONS**

- A. If for any reason an employee is transferred or promoted to a position not included in the bargaining unit, and is thereafter transferred back to a position within the bargaining unit, he shall return to the bargaining unit with full seniority rights and benefits, including the seniority he should have accumulated had he not been transferred out of the bargaining unit.
- B. If, and when, operations or divisions or fractions thereof are transferred from one location to another, employees affected will be given the opportunity to transfer within their classifications (to the new location) on the basis of seniority, desire, and ability.
- C. In the event of a newly created position within the bargaining unit, present employees shall be given the

opportunity to transfer on the basis of seniority and the ability to perform the work of the new position. In such cases, all newly created positions shall be posted in a conspicuous place in each building in the school district where members of the bargaining unit are employed at least fourteen (14) calendar days prior to the filling of such newly created positions.

- D. When vacancies occur within a division, such vacancies shall be posted within seven (7) days after vacancies occur, and shall be posted for a period of fourteen (14) days prior to filling the vacancy. Employees seeking location or shift transfers will be offered a transfer to the location or shift of their preference where a vacancy exists before a promotion is made. These transfers will be made in accordance with seniority and the ability to perform the work. Absent unusual circumstances, budgeted vacancies will be filled within seventy-five (75) days of their occurrence.
- E. If there is any foreseeable movement of work or discontinuance of operation not covered in this Article, the Union shall be notified and such movement or discontinuance shall be discussed with the Union in order to provide for protection of the seniority of the employees involved.
- F. Promotional procedures governing promotions in each separate division shall be a part of supplementary agreement, where appropriate. Wherever feasible, these promotional procedures shall provide for conditions governing promotion

from one division to another.

**ARTICLE XXI -- VACATIONS AND OFF DAYS**

A. All regular employees covered by this Agreement shall receive vacation or off days, whichever shall apply, with pay. Vacation or off days, whichever shall apply, may not be taken until after sixteen (16) weeks of employment. Vacation must be taken during the year earned, or in the following year.

All 12-month employees shall accrue vacation credits as follows:

<u>Length of Service</u>		<u>Vacation Not to Exceed</u>	<u>Formula</u>
0 - 1 year	-	1 week	.19 bi-weekly pay period
1 - 5 years	-	2 weeks	.38 bi-weekly pay period
6 - 10 years	-	3 weeks	.57 bi-weekly pay period
11 - 19 years	-	4 weeks	.77 bi-weekly pay period
20 or more	-	5 weeks	.95 bi-weekly pay period

- a. Those employees presently receiving more than one or two weeks of vacation will not be adversely affected due to the change in the above formula.
- b. The Board will not be required to furnish substitutes or overtime service during the employee's vacation absences except in those instances where previous practice so provided. All 10-month employees and 48 week teacher aides shall accrue off day credits at the

rate of .57 days for each two weeks of service.

- B. Vacations will, as far as possible, be granted on the basis of the desires of the employee, seniority, and the efficient operation of the division and in accordance with the divisional supplemental agreements, as applicable.
- C. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, provided such scheduling does not unreasonably interfere with operations.
- D. When a holiday is observed by the Board during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his/her vacation will be re-scheduled.
- F. An employee shall not lose accrued vacation days if he/she is not able to take a vacation during any fiscal year because of extended illness of twenty-five (25) working days or more in the same fiscal year. During any such illness, the employee shall have the right to request his absence be charged to his sick bank or to his accrued vacation.
- G. Employees in the bargaining unit with 15 or more years of seniority, or 200 days in their sick bank, who earn vacation days, shall be eligible for bonus vacation days based upon unused sick leave in the following manner.

If at the end of the fiscal year the employee has 14 or more unused sick days, the employee shall receive 3

additional vacation days with pay. If at the end of the fiscal year the employee has 12 or 13 unused sick days, the employee shall receive 2 additional vacation days with pay. If at the end of the fiscal year the employee has 9, 10 or 11 unused sick days, the employee shall receive 1 additional vacation day with pay. All calculations shall be made on June 30 of any fiscal year. All days earned between July 1, and June 30, shall be used only after June 30 of that fiscal year.

- H. All employees' off day hours will be consistent with the number of hours they regularly work.

**ARTICLE XXII -- GENERAL LEAVE POLICY**

**A. Sick Leave - Accrual Rate:**

**1. Twelve-month Employees:**

Twelve-month employees and 48 week teacher aides in this unit shall receive sick leave at the rate of 17 days a year, to be earned at the rate of .65 days for each bi-weekly pay period for which the employee is paid with a limit of 200 days.

**2. Ten-month Employees:**

Ten-month employees in this unit shall receive sick leave at the rate of 15 days a year, to be earned at the rate of .76 days for each bi-weekly pay period for which the employee is paid with a limit of 200 days.

B. Beginning with the 1995-96 school year, July 1, 1995, a Sick Bank Incentive Pilot Program will be initiated.\*

An annual bonus will be provided for persons not absent more than four (4) days during the year according to the following:

<u>DAYS ABSENT</u>	<u>ANNUAL BONUS</u>
0	\$300.00
Over 0 - 2	\$200.00
Over 2 - 4	\$150.00

At the end of the 1996 - 97 school year, an analysis or study will be made to determine whether the overall attendance of the unit's members has improved and if the pilot program has demonstrated that it is cost effective. Based on the results of the study, the Board will announce its intention to either continue or discontinue the Attendance Incentive Program.

C. **Sick Leave - Borrowing:**

An employee who has used his/her sick bank may, in case of extended illness, borrow up to 15 or 17 days, whichever is applicable, with a promissory note. Medical proof of illness is required. These days will be deducted from accrued sick days earned in the current or following school year, whichever is applicable. Management has the sole

\* "Perfect Attendance" shall include days used as designated under Article XXII G (Weddings), XXIII (Funerals) and XXV (Communicable Diseases).

discretion in determining how many days, if any, may be advanced under this provision.

**D. Catastrophe Bank:**

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 earned, commencing with the first pay period of the first month after this Agreement is approved by the Board, shall be placed. When an employee has used all days accumulated in his/her sick bank for an illness extending more than six months, he/she may thereafter draw from his/her "Catastrophe Bank" to the extent he/she had made contribution to said bank. The employer may require medical evidence of the illness/disability.

If an employee is unable to work as a result of a compensable injury, the employees may utilize "Catastrophe Bank" sick leave days to maintain regular gross earnings without affecting the employee's regular sick leave bank.

**E. Leaves of absence without pay may be granted for reasonable periods for the purposes listed below:**

1. Illness (with seniority accruing for a period of leave not exceeding two (2) years).
2. Maternity - (See Appendix C - Board Maternity Policy).
3. Injury on the job (with seniority accruing for the entire period of leave).

4. Training relating to an employee's regular duties in an approved educational institution. (Seniority shall not accrue during period of leave).
  5. Peace Corps term - (Seniority shall not accrue during period of leave). The employee's return to work shall be governed by existing procedures as set forth in the Administrative Handbook.
- F. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board. Such leaves granted, except for maternity leaves, may be extended for periods up to four (4) years.

Probationary employees shall not be eligible for leaves of absence other than military leaves.

- G. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment shall, at the written request of the Union, be considered for leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed with accumulated seniority. Such leaves of absence may be renewed upon the request of the employee.
- H. An employee who has filed a Form 4043, Request for Personal Business Leave, indicating the date of his/her wedding and the period of the leave requested, may charge to sick leave those working days which fall within seven (7) consecutive

calendar days including and subsequent to the wedding day. Saturdays, Sundays, and holidays within a seven (7) day period are counted as a part of this limit.

I. Veterans who are reinstated as employees in the bargaining unit, in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, and remain in the employ of the Board for at least one year after reinstatement, will be eligible to apply for leave of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement. The seniority rights of such employees shall be protected but shall not accrue during the leave of absence.

J. Members of this bargaining unit who have been granted Professional Service Leaves shall be eligible at their own (or Union's) expense for those fringe benefits generally offered to this bargaining unit. This eligibility shall be conditional to the agreement of the private carrier when such agreement is necessary.

A member who is on Professional Service Leave of Absence shall be entitled to return to a position of like status and pay to that he/she left immediately before going on Professional Service Leave, at the expiration of the leave, subject to the seniority provisions of this Agreement.

**ARTICLE XXIII -- FUNERAL LEAVE**

Absence due to death of a member of the immediate family may be charged to sick leave to the extent of one (1) to five (5) scheduled working days as necessary for each death.

- A. Included in immediate family membership: husband, wife, children, father, mother, grandfather, grandmother, brothers, sisters, mother-in-law, father-in-law, 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:
  - 1. 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.
  - 2. If day of death is a scheduled work day and the employee does not work on that day: The days allowed begin with and include the day of death.
  - 3. If day of death is not a scheduled work day or occurs during the vacation periods: The days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven (7) consecutive calendar days including day of death.

**ARTICLE XXIV -- VETERANS**

- A. The re-employment rights of returning employees from a military leave will be equal to or greater than applicable

laws and regulations.

- B. Any employee who enters into active service in the Armed Forces of the United States who, upon termination of such service, receives a discharge other than dishonorable and is still qualified to perform his/her prior duties with the Board, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, provided the employee makes application to return to work within ninety (90) days after the date of discharge. Special consideration may be given in the case of continuing hospitalization following discharge.
- C. A probationary employee who enters the Armed Forces of the United States and meets the foregoing requirements must, upon their return, complete the probationary period.
- D. Individuals on the eligibility register who, because they are drafted into the service of the Armed Forces of the United States, are unable to report for assignment when their position is reached, shall, upon discharge other than dishonorable and if still qualified for said position, and a position is available, be placed in a position of equal status. Employees, when placed under these conditions, shall be required to serve the probationary period in order to attain seniority status.
- E. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School

District when they are on full-time active duty in the Reserve or National guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit. Consideration will be given for unusual circumstances.

**ARTICLE XXV -- COMMUNICABLE DISEASES**

The sick leave bank of members of this bargaining unit employed in schools shall not be charged for necessary absences up to five (5) days resulting from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough, impetigo. The statement of a licensed physician shall be required as proof of the cause of such absence.

**ARTICLE XXVI -- SCHOOL RELATED ASSAULTS**

Absences resulting from school related assaults shall not be charged against sick leave bank although the regular gross earnings of the employee shall be maintained.

**ARTICLE XXVII -- RATES OF NEW JOBS**

When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Board shall notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to

negotiation.

**ARTICLE XXVIII -- SAFETY COMMITTEE**

A Safety Committee of employees and Board representatives is hereby established. This Committee will include the Steward and shall meet regularly for the purpose of making recommendations to the Board.

**ARTICLE -- XXIX -- POSTING OF UNION NOTICES**

The Board shall provide space in each building on a bulletin board which shall be used exclusively by Unions for posting notices pertaining to the conduct of their affairs.

A copy of all such notices will be forwarded to the General Superintendent or his designated representative.

**ARTICLE XXX -- NOTICES TO UNION**

Copies of all directives affecting employees within the jurisdiction of the Union shall be sent to the Union, including minutes of the official proceedings of the Board.

Copies of all personnel actions (promotions, transfers, demotions, layoff, discipline or discharge) shall be sent to the employee and the Union.

The Board will supply the Union with a list of the names, addresses, file numbers and job locations of new employees, except that the address shall be deleted for any employee in the bargaining unit who shall in writing make a request to the Board

for such deletion.

**ARTICLE XXXI -- JURY DUTY**

An employee who is absent because he/she is performing jury duty in a state or federal court shall be paid the difference, if any, between his/her regular salary and remuneration received as a juror for a period not to exceed sixty (60) days in any calendar year.

**ARTICLE XXXII -- SUPPLEMENTAL AGREEMENTS**

The parties agree that any prospective Supplemental Agreements involving non-economic matters not covered herein and peculiar to a specific department, shall become a part of this Agreement.

**1. SCHOOL TECHNICIANS**

- a. Meetings of school technicians with the supervisor of school technicians shall be held as needed. The supervisor shall set the date, time and place of the meeting.
- b. Except in emergency situations, school technician shall not be assigned duties normally performed by teachers or administrators.
- c. Working Hours - In accordance with past practice, school technicians work eight (8) hours per day. Included in the eight (8) hours is a lunch time of one-half (1/2) hour in duration, during which time

the technician is on call if necessary.

2. **JOINT COMMITTEE**

It is the desire of the parties to design an equitable Sick Bank Incentive Plan that will reduce cost and reward good attendance. A joint Union/Board Committee shall be established upon the request of either party to construct such a plan. Recommendations from the committee shall be presented to the Board for implementation. No changes will be implemented unless it is mutually agreed upon by the parties.

3. **REIMBURSEMENT FOR TRANSPORTATION COSTS (REGULAR AND PART-TIME BUS ATTENDANTS)**

Effective August, 1987, the Board will no longer provide bus tickets to regular part-time bus attendants.

Regular part-time bus attendants shall be compensated for their costs of transportation based on the following attendance records during the school year:

- a. If at the end of the school year not more than four (4) days have been used from his/her illness bank, a payment of \$300 will be made.
- b. If at the end of the school year not more than seven (7) days have been used from the illness bank, a payment of \$250 will be made.
- c. If at the end of the school year not more than ten (10) days have been used from the illness bank, a payment of \$200 will be made.

- d. Employees working at least one hundred fifty (150) days shall receive \$150.
- e. All employees' Off Day hours and Sick Leave hours will be consistent with the number of hours they regularly work.

**ARTICLE XXXIII -- UNION MEMBERSHIP, AGENCY SHOP AND DUES DEDUCTION**

- A. Employees covered by this Agreement at the time it becomes effective and who, at that time, are members of the Union shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

The Board shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount of fees for payment of Union dues and/or initiation fees.

Such fees, accompanied by a list of employees from whom they have been deducted, and the amount, shall be forwarded to the Union no later than forty (40) days after the deductions have been made.

The Union will notify the Board forty (40) days prior to any change in such dues and/or initiation fees.

**B. AGENCY SHOP**

1. All employees employed in the bargaining unit or who become employees in the bargaining unit who are not already members of the Union, shall within sixty (60) days of the effective date of this provision, or within sixty (60) days of the date of hire by the Board, whichever is later, become members or in the alternative, shall within sixty (60) days of the effective date of this provision or within sixty (60) days of their date of hire by the Board, whichever is later, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members. This provision is effective July 1, 1969 for twelve (12) month employees and is effective September 2, 1969 for ten (10) month employees.
2. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).
3. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in

payment of such dues (or fees).

4. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
5. The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

**ARTICLE XXXIV -- TAILGATE DELIVERIES**

The parties hereby agree that deliveries to schools shall continue to be made in accordance with the usual instructions to the vendors by the Purchasing Department. (All deliveries of equipment and/or materials purchased on bids by the Board shall be delivered inside the building.)

When materials and supplies are delivered to schools or offices by vendors or common carriers, it will be the responsibility of all building custodial staff, excluding cleaners and locker room attendants, to move said cartons weighing up to 50 pounds each from the truck tailgate or sidewalk into the building. Hand trucks will be available at each school for this purpose.

It is recognized that school staff will not be expected to move certain large and heavy items such as machinery, furniture, drums of liquid, etc., in this fashion. It is further recognized that deliveries made by Board of Education vehicles will continue to be made in the same manner, i.e., inside the building.

**ARTICLE XXXV -- SNOW EMERGENCY DAY OR DAYS ONLY**

In the event a Snow Emergency Day or half-day is declared by the General Superintendent or his designee, assistant custodians will be expected to report to their assigned locations.

Double time will be paid to all assistant custodians who work on the above referred to day. The payment of double time to assistant custodians who report and work on a Snow Emergency Day will constitute full payment for work on such day/days.

If any other employees in this unit are ordered to report to work after the emergency day has been declared, these employees will also be eligible for double time pay in the same manner as those above.

**Emergency Weather Conditions -- Ten Month Employees:**

- A. Scheduled days of student attendance that are cancelled because of conditions not within the control of authorities shall be rescheduled when the district is unable to meet the State mandatory requirements.
- B. When the cancelled days become less than the State requirement for student attendance, ten-month employees shall not be paid for those days. Those days will be

It is recognized that school staff will not be expected to move certain large and heavy items such as machinery, furniture, drums of liquid, etc., in this fashion. It is further recognized that deliveries made by Board of Education vehicles will continue to be made in the same manner, i.e., inside the building.

**ARTICLE XXXV -- SNOW EMERGENCY DAY OR DAYS ONLY**

In the event a Snow Emergency Day or half-day is declared by the General Superintendent or his designee, assistant custodians will be expected to report to their assigned locations.

Double time will be paid to all assistant custodians who work on the above referred to day. The payment of double time to assistant custodians who report and work on a Snow Emergency Day will constitute full payment for work on such day/days.

If any other employees in this unit are ordered to report to work after the emergency day has been declared, these employees will also be eligible for double time pay in the same manner as those above.

**Emergency Weather Conditions -- Ten Month Employees:**

- A. Scheduled days of student attendance that are cancelled because of conditions not within the control of authorities shall be rescheduled when the district is unable to meet the State mandatory requirements.
- B. When the cancelled days become less than the State requirement for student attendance, ten-month employees shall not be paid for those days. Those days will be

rescheduled with employees being paid the pay period following the make-up days.

- C. Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Collective Bargaining Agreement.

**ARTICLE XXXVI -- SUMMER WORK**

The parties agree that regular employees of this bargaining unit shall be given preference with respect to summer assignments and that such assignments shall be made in accordance with seniority; provided that requests for summer assignments are received by the department involved, on or prior to the deadline date when such requests must be submitted.

Locker Room Attendants and Bus Attendants who have in the past been assigned to work Summer Recreation Programs shall receive by mail a form requesting his or her desire to be assigned to the school last worked. Such form shall be returned to the appropriate office within the indicated deadline period. Pursuant to such request and approval, such employees shall report directly to the assigned school on the first day of work.

S.M.U.L.T. Aides who work the regular 39-week school year, shall be given first preference for summer work in that position. Any vacancies which remain, shall be filled by other members of the bargaining unit and such assignments shall be made in accordance with seniority, provided that requests have been received by the Non-Instructional Personnel Unit on or prior to

the deadline date when such requests must be submitted.

**ARTICLE XXXVII -- SUMMER CLEANING**

Custodians or other Housekeeping personnel assigned to the daily cleaning of spaces used by programs in school buildings during the summer period will be given a general guideline of their areas of responsibility.

The Housekeeping Department agrees to evaluate each request received from a classified custodian for additional assistance to satisfactorily complete summer building cleaning and to arrange for such assistance where it is felt to be needed.

**ARTICLE XXXVIII -- COPY OF AGREEMENT**

The Board will provide a mimeographed copy of this Agreement for each employee in the Unit.

**ARTICLE XXXIX -- WAGES**

1. Effective January 1, 1995, a 3% increase shall be made to all wages, rates, etc.
2. Effective January 1, 1996, a 3% increase shall be made to all wages, rates, etc.
3. Effective January 1, 1997, a 3% increase shall be made to all wages, rates, etc.

4. **SPECIAL ADJUSTMENTS**

- A. Effective January 1, 1992, base wages for all Special Education Aides and Trainable Aides classifications will be as follow:

Step 1 - \$9.29 per hour plus 5% increase\*

Step 2 - \$9.93 per hour plus 5% increase

Step 3 - \$10.57 per hour plus 5% increase

Effective January 1, 1993 - 3% increase at all steps

Effective January 1, 1994 - 3% increase at all steps

- B. Effective January 1, 1992, base wages for the Stores Clerk classification will be as follows:

Minimum: \$17,458 plus 5% increase

Maximum: \$18,458 plus 5% increase

Increment: \$500

Effective January 1, 1993 - 3% increase

Effective January 1, 1994 - 3% increase

**ARTICLE LX -- INSURANCE: HOSPITALIZATION; LIFE; DENTAL OPTION**

- A. Effective January, 1978, the health insurance subsidy for employees in this bargaining unit will be fully paid by the Board.

All non-emergency hospital admissions will be pre-authorized by the Health Plan Administrator. Length of stay will also be pre-determined and monitored for those hospital admissions that are approved. Hospital stay shall be extended when medically necessary.

\* - All the above classifications will begin at Step 1.

Effective July 1, 1981 - \$3.00 Drug Rider

Effective July 1, 1983 - dental insurance for employee only

Effective January 4, 1986 - the present life insurance policy shall be increased from \$5,000 to \$10,000 for all bargaining unit members

Effective January 4, 1985 - the life insurance program for employees retiring after January 4, 1985, shall be increased from the present \$350.00 policy to a \$1,000.00 policy

Effective November 1, 1987 - the Board shall provide full-family optical coverage for all bargaining unit members. The Board shall select the carrier(s).

Effective July 1, 1990 - emergency substitutes who are available five days per week and are willing to serve in any school in the system as assigned (Regular Emergency Substitutes) shall receive health insurance (employee only). Carrier is to be determined. Article XVIII--Holiday Provisions shall also be applicable for Regular Emergency Substitutes.

**B. HEALTH CARE:**

- a. Effective after December 1, 1992, all new hires will be required to pay ten percent (10%) of the premium for health insurance.

b. Effective the next open enrollment period, the current HMO Plan offerings will be amended as follows:

- 1) Total and the Wellness Plan will no longer be offered.
- 2) The Blue Cross/Blue Shield Traditional Plan will remain unchanged except as noted below in #7.
- 3) The HAP Plan will be amended to become the Health Choice PPA Plan with no reduction in benefits with an out of network benefit.
- 4) OmniCare will be amended to OmniPlus (POS) with no reduction in benefits with an out of network benefit.
- 5) Blue Care Network will be amended to the Blue Cross/Blue Shield POS plan with no reduction in benefits with an out of network benefit.
- 6) Blue Cross/Blue Shield PPO as proposed.
- 7) The cost of mammograms, papsmeears and prostate screening will be paid for all members regardless of the insurance coverage that is selected by the members.

**C. OPT OUT:**

Employees who are covered by a health care plan offered by an employer other than the Board and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the Board, may each enrollment year at the time of the enrollment period, opt out from Board coverage and for said enrollment year receive a \$900 payment from the Board as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the Board's coverage until the next enrollment period, unless the employee loses his/her eligibility for

the alternate coverage. If the employee returns to the Board's coverage under the conditions just stated, the employee shall pay back pro rated the said \$900 payment provided herein. The \$900 will be paid for each enrollment year that the employee elects to opt out under this provision.

Effective the Open enrollment in 1995 the Opt-out payment will be increased from \$900 to \$1,200.

**ARTICLE XLI -- RETIREMENT CONTRIBUTION**

Effective July 1, 1977, the Board shall continue to make a 5% contribution to the State of Michigan Employees' Retirement System for members of this bargaining unit.

**ARTICLE XLII -- SUBSTITUTE - OVERTIME SERVICE POLICY AMENDMENTS**

The contractual requirements pertaining to the furnishing of substitute-overtime service when an employee is absent are amended as follows.

1. If an absent employee does not notify the school or job location office by 8:15 a.m. in case of day-shift employees and 10:30 a.m. in case of afternoon-shift employees, that the employee will be absent that day, the head custodian shall receive approval from Housekeeping for the number of substitute or overtime hours to be worked in replacement of the absent employee.

2. If the employee does not follow existing reporting procedures concerning the employee's absence from work, the employee will be considered as on Leave Without Pay and will receive no pay for such time not worked, unless the employee is able to produce evidence of his or her inability to call in on time to the satisfaction of the administrator.
3. In those cases where substitute-overtime provisions apply and overtime is required because no substitutes are available, the first opportunity for overtime will be given to those employees in the same building to which the absent employee is assigned who are in the same job classification as the absent employee and, thereafter, if necessary, to employees in the same job classification anywhere in the Detroit Public School System.

If no employee in the absent employee's job classification is available, overtime will then be available to employees in the next higher classification in the same order of preference.

Substitutes or overtime will be provided for OCC and Local 345 personnel on the first day of absence beginning February 1, 1990.

**ARTICLE XLIII -- UNIFORM ALLOWANCE**

Effective the first full pay period in January 1980, January 1981, and also January 1983, thirty dollars (\$30.00) per year clothing allowance shall be paid to all Food Service employees required to wear uniforms.

Beginning the first full pay period in January 1985, the clothing allowance for Food Service employees now receiving same shall be increased from the present \$30.00 per year to \$45.00 per year. Effective January 1986, the amount shall be increased to \$60.00 per year.

**ARTICLE XLIV - RESIDENCY**

Effective November 14, 1978, all members new to the bargaining unit shall establish and maintain residency within the City of Detroit as a condition of employment.

**ARTICLE XLV -- PERSONAL PROPERTY LOSS**

Effective January 4, 1985, a fund in the amount of \$2,000 shall be established from which members of the bargaining unit may be reimbursed for approved claims in an amount not to exceed \$100 per bargaining unit member for personal property loss due to theft, burning or willful or malicious damage. Personal property is defined as anything normally worn or carried into the building by the member of the bargaining unit but shall not include cash. Personal property shall also not include tools. All claims shall be submitted promptly but not later than ten

(10) days subsequent to the occurrence and shall be considered at the close of the fiscal year. A determination shall be made regarding the amount to be paid on each claim. In making a determination, the extent to which the claimant is entitled to be reimbursed from other sources for said loss shall be considered. In the event that the total approved claims exceed \$2,000, the affected bargaining unit members shall be reimbursed on a pro-rated basis.

**ARTICLE XLVI -- MISCELLANEOUS**

A. 1. After an employee agrees to be reclassified from Locker Room Attendant to Assistant Custodian, and finds within the first one-hundred twenty (120) days that the job of Assistant Custodian is beyond his/her ability to handle, the employee will be returned to his/her former position as a Locker Room Attendant without any penalties. Once a Locker Room Attendant position becomes an Assistant Custodian position; after the one-hundred twenty (120) day grace period, the position will remain as Assistant Custodian.

2. **Bus Attendants** - tentative long-day - short-day schedules, as well as tentative schedules indicating half-day school sessions, will be provided to Bus Attendants as early in September as possible.

It is understood that the above schedules are subject to revision should conditions arise that are beyond the

control of the parties involved.

For the purpose of selecting routes on the basis of seniority, special education routes requiring Bus Attendants will be posted twice a year; October and April.

**3. Cleaners**

- a. When a position is eliminated due to re-survey and it becomes necessary to transfer an employee, the transfer shall be made at the beginning of the next pay period.
- b. The Custodian will lock and secure the building, to the degree so as to be safe for the Cleaners on duty.

**4. Food Service**

- a. The director of Food Service will review, in a Special Conference, the questions of:
  - 1. Allowing present food service employees to work an additional hour in those locations where the need arises.
  - 2. The promotional program as it relates to rates of pay for trainees.
- b. When a food service employee in the bargaining unit is assigned to fill an illness vacancy of an anticipated length of at least forty-five (45) consecutive working days, and that position

carries a higher wage classification, the employee shall receive "acting" status and an appropriate salary adjustment, retroactive to the first date of assignment in the position.

**5. School Technicians**

The school technician is usually assigned to one (1) building or location. Should movement between the physical plants or locations become necessary after the employee reaches his/her building or location, the school technician shall receive mileage compensation, effective March 1, 1992, at a rate of twenty-seven and one-half (27.5) cents per mile with a cap of 700 miles per month.

**6. Vacation**

Any member of this bargaining unit who is promoted or reclassified to a 12-month position with no break in service will accrue vacation credits from the first date appointed by the Board with rates set according to vacation formula listed in Article XX.

**B. CURRENT SUBSTITUTES OR OVERTIME PROCEDURE**

Upon notification of the intended absence of any regularly assigned custodial employee or any E.S. custodial employee filling a regular position, the request for an E.S. replacement is to be directed to the Custodial Substitute Office.

If the personnel of the Custodial Substitute Office indicate that they are unable to assign an E.S. Assistant Custodian or an E.S. Cleaner, E.S. Locker Room Attendant, E.S. Elevator Operator to fill the position, a request may be made for the authorization of overtime for a custodial employee assigned to the building to perform the housekeeping duties of the absent employee. Such requests are to be made to the Housekeeping Office of the School Housing Division. This office is under the direction of the Superintendent of Housekeeping. Authority will be granted, in accordance with the following schedule:

- 8 Hour Positions - 7 Hours of Overtime
- 7 Hour Positions - 6 Hours of Overtime
- 6 Hour Positions - 5 Hours of Overtime
- 5 Hour Positions - 4 Hours of Overtime

The head custodian is held responsible for keeping an up-to-date record of the amount of overtime offered to each employee assigned to the building and of the amount worked by each. The head custodian is also held responsible for having such a record available for review at all times. The record shall show that all authorized overtime has been divided as equally as possible between all regular custodial employees assigned to the building. When no custodial employee assigned to the building is available to work authorized overtime, an effort will be made by the Housekeeping Office to locate a custodial employee from

another building to take overtime.

In all situations, the head custodian is held responsible for using the personnel available to him to the best advantage in terms of overall building sanitation. The head custodian is authorized and expected to use employees as needed in the building regardless of work schedules. No employee is to refuse to comply with a work assignment in any part of a building within his/her assigned working hours.

C. EQUALIZATION OF OVERTIME

The parties agree that overtime hours shall be divided as equally as possible among all employees in the bargaining unit by classification within a building. Any employee who feels that such overtime has not been divided equally shall have the right to check the overtime record which shall be kept and posted by the person who is normally responsible for assigning overtime hours.

Whenever overtime is required, the employee with the least number of overtime hours in that classification shall be offered such overtime. If such employee refuses the overtime assignment, the next employee with the least number of overtime hours shall be offered the overtime assignment and so on. Where overtime is not worked because the employee was unavailable or has refused, the employee will be charged the average number of overtime hours of the employees working such overtime.

Overtime hours allocated by classification which are refused by employees in that classification may be worked by employees in other classifications, provided that such other employee has the ability to perform the work.

**ARTICLE XLVII -- ADDITIONAL LOCKER ROOM SERVICE**

In the event that situations arise within a school which require use (swimming, etc.) of the locker room outside of regular school hours, the locker room attendant in the school or the appropriate Steward will report the nature and extent of the activity to the Housekeeping Department. Pursuant to such report, Housekeeping Department personnel shall be assigned to cover such report, Housekeeping Department personnel shall be assigned to cover such activity. Automatic assignments of additional locker room service will be covered in appropriate supplemental agreements.

**ARTICLE XLVIII -- GENERAL**

- A. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Union, and employees in the bargaining unit, and in the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall

be void and inoperative; however, all other provisions of this Agreement shall continue in effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

- B. The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States, except as limited by this Agreement. The Board agrees, however, that except as to those working conditions incorporated in this Agreement (which may be changed only by mutual consent), no change in present working conditions which have been set forth in writing in (a) Board of Education proceedings or (b) the Administrative Handbook will be made effective without notification to the Union, and consultation with it respecting such proposed change. Such notification will be given as far in advance of the effective date of such proposed change as is reasonably possible, with the objective of affording the Union an opportunity, if it has objections to any such proposed change, to resolve such objections with the Board or its representatives before any such proposed change is made effective. However, the parties both recognize the possibility that emergency situations may arise in which prior notification and consultation is not feasible.
- C. This Agreement shall be binding upon the successors and

assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto, except to the extent that the law provides to the contrary.

**ARTICLE XLIX -- CHANGE AND TERMINATION**

This Agreement shall remain in full force and effect through December 31, 1997, and, thereafter, shall be renewed from year to year unless any party hereto shall notify the other party in writing at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. However, it may be continued on a day-to-day basis by mutual agreement by both parties. Such written notice shall be sent by registered or certified mail to the other parties. In the event of proper notice by either party to change and/or terminate, and no agreement on such changes is reached prior to 11:59 p.m., December 31, 1997, the Agreement shall be deemed to have terminated at 11:59 p.m., December 31, 1997.

FOR THE BOARD OF EDUCATION OF  
THE SCHOOL DISTRICT OF THE CITY  
OF DETROIT, MICHIGAN:

FOR THE LOCAL UNION 345,  
MICHIGAN DISTRICT COUNCIL #25  
OF THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO:

Gibler C. Williams

[Signature]

Pick Sale

Suzanne Clayton

Henry L. Williams

Huey N. Moore

DATED: \_\_\_\_\_

APPROVED AND ADOPTED BY ACTION OF THE BOARD OF EDUCATION ON:  
June 27, 1995.

BY: Irma Clark  
IRMA CLARK, President  
Board of Education

BY: Kathleen Smith  
KATHLEEN SMITH, Secretary  
of the Board

APPENDIX "A"

DETROIT PUBLIC SCHOOLS  
1994-95 Salary Schedule B  
Cleaners and Assistant Custodians  
Group 1 - School Housekeeping Classifications

Pay Class Code	Position Code	Description	Daily Rates		Rates Effective 01/01/95		Annual Rates	
			First 12 Yrs.	After 12 Yrs.	Biweekly Rates First 12 Yrs.	After 12 Yrs.	First 12 Yrs.	After 12 Yrs.
Cleaners (43 Weeks): (1)								
3360 D	137	25 Hours Per Week	\$41.7910	\$42.1510	\$417.91	\$421.51	\$8,985	\$9,062
3370 D	138	30 Hours Per Week	50.1492	50.5812	501.49	505.81	10,782	10,875
3380 D	139	35 Hours Per Week	58.5074	59.0114	585.07	590.11	12,579	12,687
3390 D	144	40 Hours Per Week	66.8656	67.4416	668.66	674.42	14,376	14,500
Custodians: (43 Weeks)								
3340 D	285	Asst.-Probationary	78.7789	79.3549	787.79	793.55	16,937	17,061
3350 D	285	Asst.-Non Competitive	78.7789	79.3549	787.79	793.55	16,937	17,061
3330 D	285	Asst.-Regular	79.8005	80.3765	798.01	803.77	17,157	17,281
(52 Weeks)								
3420 D	285	Asst.-Probationary	78.7789	79.3549	787.79	793.55	20,539	20,689
3510 D	285	Asst.-Non Competitive	78.7789	79.3549	787.79	793.55	20,539	20,689
3400 D	285	Asst.-Regular	79.8005	80.3765	798.01	803.77	20,805	20,955
8410 H	285	Asst. Custodian, Alt. Pos.	9.9750 Hourly	10.0470 Hourly				
Locker Room Attendants (43 Weeks):								
3240	126	Locker Room Attn., Sr.	76.1389	76.7149	761.39	767.15	16,370	16,494

(1) First 12 year rates for Cleaner classifications are based on the hourly rate of the 40-hour Cleaner-current rate \$8.1148; 1/1/95 \$8.3582. After 12 year rates have the following longevity biweekly value added to the first 12 year rate: 40-hour Cleaner and Senior Locker Room Attendant \$5.76; 35-hour Cleaner \$5.04; 30-hour Cleaner \$4.32; 25-hour Cleaner \$3.60.

DETROIT PUBLIC SCHOOLS  
1994-95 Salary Schedule B  
Cleaners and Assistant Custodians  
Group 2 - Other Regular Classifications

Pay Class Code	Position Code	Description	Stand. Weeks	Daily Rates		Incr.	Rates Effective 01/01/95		Annual Rates		Incr.	
				Minimum	Maximum		Minimum	Maximum	Minimum	Maximum		
5600 D	135	Bus Attendant	41.5	\$73,5065	\$75,7370	\$1,4883	\$735.07	\$757.37	\$14.88	\$15,253	\$15,715	\$309
5760 D	186	Dispatcher, Asst.	41.5	76,8744	79,1185	1,4883	768.74	791.19	14.88	15,951	16,417	309
3520 D	195	Elevator Operator	43	64,4413	70,3898	1,4794	644.41	703.90	14.79	13,855	15,134	318
2580 D	396	School Technician	40	84,3392	103,5457	1,7276	843.39	1035.46	17.28	16,868	20,709	(1) 346
1350 D	168	Stores Clerk	52	76,8298	81,2303	2,0955	768.30	812.30	20.96	20,031	21,178	546
7610 D	163	Stores Clerk - Ext. Work		76,8298	81,2303	--	--	--	--	--	--	--
2590 D	251	Schl. Techn.-Ext. Work		84,3392	103,5457	--	843.39	1035.46	--	16,868	20,709	--

NOTES

(1) The final increment for School Technician is \$8,8409 daily of \$1,768 annually to maintain maximum in 8 steps.

Longevity - Regular and ESRP employees are eligible for the following salary adjustment in biweekly payments effective with the payroll service period following completion of eleven (11) years of Board Service.

Standard Weeks	Biweekly	Annual
40	\$7.50	\$150
41	7.39	150
43	6.90	150
52	6.90	180



DETROIT PUBLIC SCHOOLS  
 1994-95 Salary Schedule B  
 Cleaners and Assistant Custodians  
 Group 3 - Food Service Hourly Classifications (40 Weeks)  
 (Continued)

NOTES

The promotional increment and the rate adjustment for temporary additional assignments to a higher classification at least five cents (\$.05) per hour added to the current regular classification rate. The new rate must be a scheduled step of the new classification.

Pay Class Code	Position Code	Description	Substitute	Appointment	+3% Rates Effective 01/01/95	
					Hourly rates	After 20-Months
8570 H	046	Cook, Asst., Alt. Pos.	\$7.2771	\$7.4750	\$7.7794	\$8.0078
8590 H	047	Cook, Chief, Alt. Pos.	8.6168	8.8909	9.1499	9.3933
8600 H	177	Cook, First, Alt. Pos.	7.6882	7.9623	8.2058	8.4495
8610 H	314	Food Service Attendant, Alt. Pos.	7.0640	7.3686	7.6729	7.9166
8620 H	347	Cashier Helper, Alt. Pos.	7.0487	7.3379	7.6272	7.8709
8630 H	297	General Helper, Alt. Pos.	6.6530	6.8661	7.1705	7.3838
8660 H	589	Sat. Coord-Permanent, Alt. Pos.	7.1705	7.3838	7.6882	7.9623

DETROIT PUBLIC SCHOOLS  
 1994-95 Salary Schedule B  
 Cleaners and Assistant Custodians  
 Group 4 - Other Hourly Classifications

Pay Class Code	Position Code	Description	+3% Rates Eff. 01/01/95						
			Step 1 Hourly	Step 1 Daily	Hourly	Daily	Hourly	Step 3 Daily	
5500 H	135	Bus Attendant, Regular Part-Time	\$9.1801	\$ --					Daily
7280 H	3135	Bus Attendant, Regular Part-Time Extended Work	9.1801	--					
(1)	3135	Bus Attendant, Alt. Pos.	9.1983	--					
(1)	2135	Bus Attendant, ES	9.1883	--					
9150 H	446	Special Educ. Aide (30 Hrs.)	10.6589	63.9534	11.3931	68.3586	12.1275	72.7650	Daily
(2)	449	Special Educ. Aide (32.5 Hrs.)	10.6589	69.2828	11.3931	74.0551	12.1275	78.8287	Daily
5870 D	447	Special Educ. Aide (35 Hrs.)	10.6589	74.6123	11.3931	79.7517	12.1275	84.8925	Daily
(2)	448	Special Educ. Aide (40 Hrs.)	10.6589	85.2712	11.3931	91.1448	12.1275	97.0200	Daily
5890 D	446	Special Educ. Aide Alt. Pos.	10.6589	--	11.3931	--	12.1275	--	Daily
(2)	448	Special Educ. Aide Summer School	10.6589	--					
8860 H	108	Teacher Aide, Adaptive Phys. Educ. (8 Hrs.)	10.6589	85.2712	11.3931	91.1448	12.1275	97.0200	Daily
7660 H	438	Teacher Aide, Gd. I Trnbl. (7 Hrs.)	10.6589	74.6123	11.3931	79.7517	12.1275	84.8925	Daily
(2)	2438	Teacher Aide, Gd. I Trnbl. ES (7 Hrs.)	10.6589	74.6123					

(1) Rate based on minimum of regular classification (\$ hours.)

(2) Per contractual agreement, effective 1/1/92 all Special Education and Trainable Aides classifications will be step-rated positions (Steps 1 - 3).

DETROIT PUBLIC SCHOOLS  
 1994-95 Salary Schedule B  
 Cleaners and Assistant Custodians  
 Group 5 - Rates Which Do Not Require Personnel Action Assignments

Community Use of Schools

	+3% Rates Effective 01/01/95			
	Week Days Hourly	Minimum	Saturday PM Sundays & Holidays Hourly	Minimum
(1) Cashier Helper Food Service	\$11.8063	\$35.4189	\$11.8063	\$53.1283
(2) Cook, Chief - Food Service	14.0899	42.2697	14.0899	63.4045
(3) Cook, First - Food Service	12.6742	38.0226	12.6742	57.0339
(4) Elevator Operator	13.1980	39.5940	13.1980	59.3910
(5) Food Service Attendant	11.8749	35.6247	11.8749	53.4370
(6) General Helper, Food Service	11.0757	33.2271	11.0757	49.8406
(7) School Technician (Class VI)	17.6142	52.8426	17.6142	79.2639

Notes

- (1) Based on pay classification 5800 Step 3.
- (2) Based on pay classification 5700 Step 3.
- (3) Based on pay classification 5710 Step 3.
- (4) Based on pay classification 3520.
- (5) Based on pay classification 5610 Step 3.
- (6) Based on pay classification 5810 Step 3.
- (7) Based on pay classification 2580.

APPENDIX "B"

DIVISIONS

GRIEVANCE PROCEDURE

Assistant Custodians  
Cleaners  
Locker Room Attendant

- 4) Arbitration
- 3) Superintendent - or designee
- 2) Area Superintendent
- 1) Principal or Administrator in Charge

Food Service

- 4) Arbitration
- 3) Superintendent - or designee
- 2) Director - or designee
- 1) Food Service Manager

Bus Attendants

- 4) Arbitration
- 3) Superintendent - or designee
- 2) Director - or designee
- 1) Principal or Administrator in Charge

Stores Clerk

- 4) Arbitration
- 3) Superintendent - or designee
- 2) Director - or designee
- 1) Warehouse Supervisor

Special Education Aides  
Teacher Aides  
(Trainable)

- 4) Arbitration
- 3) Superintendent - or designee
- 2) Director of Special Education
- 1) Principal or Administrator in Charge

School Technicians

- 4) Arbitration
- 3) Superintendent - or designee
- 2) Supervisor of School Technicians
- 1) Principal or Administrator in Charge

\*Notify Unions of any change in the above titles and/or personnel

## APPENDIX "C"

### STATEMENT OF POLICY

The intent of this Statement of Policy is to establish personnel practices and conditions concerning maternity.

Absences from work which are associated with pregnancy, childbirth, and childcare shall be subject to the respective regular Board provisions as applicable, for approved illness absence, leave of absence for illness (without pay because sick bank is exhausted), approved absence without pay, or leave of absence for personal business (except as specifically otherwise provided in this Statement of Policy).

Since continuing to work, disability absence, and return to work are predicated on medical conditions, the failure of a pregnant employee to give required notice and submit the required medical evaluations and/or certifications from her physician shall be cause, at the discretion of the Board, after ten (10) days notice, to place the employee on Leave of Absence for Personal Business.

#### **A. REQUIREMENTS FOR CONTINUED WORK:**

1. The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.

2. In order to provide for maximum continuity of instruction, the employee is expected to inform her administrator in writing of the tentative dates of leaving and returning as soon as possible after her condition is confirmed. Notification of tentative dates shall be given in writing no later than the end of the fourth month of pregnancy. Tentative dates may be revised.

3. An employee may continue to work in her current assignment provided that the employee shall submit statements from her personal physician which shall certify the anticipated date of delivery; and that she is able to work in her current assignment (the Board shall develop such a physician's certificate form); and further, provided that she is able to, and continues to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

**B. REQUIREMENTS FOR APPROVED ILLNESS ABSENCE FOR DISABILITY (ILLNESS) WITH PAY, OR LEAVE OF ABSENCE FOR ILLNESS (without pay because sick bank is exhausted):**

1. The date of leaving work because of disability shall be determined by the employee and her physician provided that it is certified by the employee's personal physician and confirmed by the Board Medical Examiner that the employee is unable to work.
2. During the period of absence because of disability

associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick leave bank subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the Board Medical Examiner.

3. An employee shall not move from any unpaid Leave of Absence status to paid disability absence status.
4. An employee shall not move from a disability absence to an approved absence without pay except that an employee may make such request within the four (4) weeks preceding the end of a semester.

**C. REQUIREMENTS FOR LEAVE OF ABSENCE FOR PERSONAL BUSINESS WITHOUT PAY:**

An employee may be granted Leave of Absence for Personal Business for absences which are not disability absences but are related to the preparation for childbirth and/or the care of the newborn child. Such Leave of Absence is subject to the regular provisions for Leave of Absence for Personal Business.

**D. REQUIREMENTS FOR RETURN TO WORK:**

1. After childbirth, the employee's return must be approved by the employee's personal physician and the Board Medical Examiner.
2. During the period of absence because of disability, or

approved absence without pay of up to four (4) weeks, the employee's regular position will be held, subject to the regular procedures for approved illness absence, and the regular procedures for approved absence without pay.

3. Regular conditions and provisions applicable to returns to active employment from illness absence, Leave of Absence for Illness, Leave of Absence for Personal Business or resignation shall apply.

**E. RELATED CONDITIONS;**

1. Regular conditions and provisions for continuation of insurance will apply to approved absences and/or Leave of Absence shall apply.
2. The decision of the Board Medical Examiner is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to her ability or disability for work, the employee may appeal the decision under the following conditions:

The Board Medical Office shall provide a list of at least three appropriate specialists. The employee shall consult any one of those designated at her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.

3. The Office of Personnel may require a medical examination by the Board of Education Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

November 24, 1992

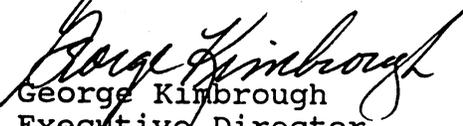
Mrs. Flora Walker  
President  
AFSCME, Council 25  
16861 Wyoming  
Detroit, MI 48221

Dear Mrs. Walker:

Supplementing our Collective Bargaining Agreement reached on November 24, 1992, the parties agree as follows:

Should the Board declare any day as an official non-work day for all employees of the Board, said declaration shall apply to the employees in this bargaining unit. (i.e., May 31, 1968)

Very truly yours,

  
George Kimbrough  
Executive Director  
Office of Labor Affairs

November 24, 1992

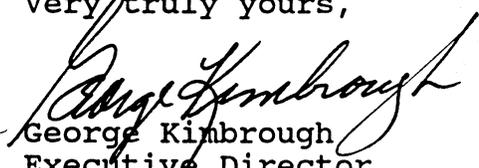
Mrs. Flora Walker  
President  
AFSCME Council 25  
16861 Wyoming  
Detroit, MI 48221

Dear Mrs. Walker:

Supplementing our Collective Bargaining Agreement reached on November 24, 1992, the parties agree as follows:

The right of contracting or sub-contracting is the right of the Board. However, the right to contract or sub-contract shall not be used by the Board for the purpose of undermining the Union, nor to discriminate against any appointed employee with seniority in the bargaining unit, while at the same time entering into any contracts or sub-contracts of work which has previously been performed exclusively by employees in the bargaining unit.

Very truly yours,

  
George Kinbrough  
Executive Director  
Office of Labor Affairs

November 24, 1992

Mrs. Flora Walker  
President  
AFSCME, Council 25  
16861 Wyoming  
Detroit, MI 48221

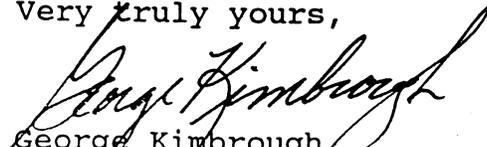
Dear Mrs. Walker:

Supplementing our Collective Bargaining Agreement reached on November 24, 1992, the parties agree as follows:

It is agreed that the work year of employees in the bargaining unit shall not be reduced because of the change from a forty week school year for teachers and other employees.

The specific assignment of employees in the bargaining unit for the period after the close of the regular school year shall be determined by the head of the division of which said employees are regularly assigned during the school year. The assignment shall be similar to the regular work assignment and in proximity to the regular work location, but not be related to either regular work or summer school functions.

Very truly yours,

  
George Kimbrough  
Executive Director  
Office of Labor Affairs

November 24, 1992

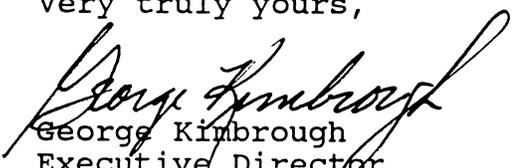
Mrs. Flora Walker  
President  
AFSCME, Council 25  
16861 Wyoming  
Detroit, MI 48221

Dear Mrs. Walker:

Supplementing our Collective Bargaining Agreement reached on November 24, 1992, the parties agree as follows:

Accompanying the first dues deductions print-out, following the execution of this Agreement, the Board, through its Payroll Department, shall submit to the Union the name, the classification and the last recorded address of all persons in the bargaining unit for whom there is a dues check-off authorization on file. Except that the address shall be deleted for any employee in the bargaining unit who shall in writing make a request to the Board for such deletion.

Very truly yours,

  
George Kimbrough  
Executive Director  
Office of Labor Affairs