

# MASTER AGREEMENT

Between



THE SCHOOL DISTRICT  
of the  
CITY OF WYANDOTTE

and

LOCAL 1055/COUNCIL 25/AFSCME  
AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, AFL-CIO

July 1, 2017 through June 30, 2020

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## AGREEMENT

This Agreement entered into this, 16<sup>th</sup> Day of May, 2017, effective July 1, 2017 through June 30, 2020, by and between the Board of Education of the City of Wyandotte, Michigan, hereinafter called the "Board", and Local 1055/Council 25 AFSCME - American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the "Union."

### ARTICLE I - RECOGNITION

**Section 1.** The Board recognizes the Union as the sole and exclusive representative, for the purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, for employees in the following classifications:

Custodian, Assistant Engineer, Grounds/Utility, Engineer, Head Custodian, Swing Engineer, Swing Engineer/Grounds/Utility, RHS Engineer, RHS Swing Engineer, Electrician, Master Carpenter/Painter, Metals Worker, Master Painter, Assistant Mechanical Engineer, Grounds Coordinator, Mechanical Engineer, and all other maintenance and operating personnel regularly employed four (4) hours or more daily.

**Section 2.** During the time of this Agreement the Board agrees that it will not enter into negotiations with any organization, other than the Union, concerning rates of pay, hours of employment, and other conditions of employment for those employees covered under this Agreement.

**Section 3.** "Board" or "Board of Education" refers to the employer as represented by its administrative and/or supervisory staff, except as specifically provided for in Article XII, Section 4, STEP FOUR.

**Section 4.** The Union will be notified sixty (60) days prior to any layoffs.

### ARTICLE II – WORK WEEK

**Section 1.** (a) The normal work week for regular full-time employees shall consist of eight (8) consecutive hours of work for five (5) consecutive days, Monday through Friday, or a total of forty (40) working hours each week. Shift engineers shall be offered the same total hours of work, excluding overtime, as is offered to full-time forty (40) hour weekly employees. This shall constitute a guarantee of hours, or pay per day/week.

(b) Roving engineers, shift engineers and utility engineers are exempt from the normal work week as defined above.

**Section 2.** Management will be responsible for posting biweekly in all buildings up-to-date lists of additional work.

**Section 3.** One and one-half (1-1/2) times the employee's regular straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, but not both.

**Section 4.** Records of overtime worked shall be posted by management in each boiler room or other appropriate place for all departments and categories.

**Section 5.** In an attempt to clarify how overtime is offered, the following steps will be followed to give people that want to work overtime a chance to do so:

1. Offer overtime to same classification employees working in the building that are not working the shift that the opening occurs on.
2. Offer overtime to employees in other classifications working in the building that are capable of doing the work and are not working the shift the opening occurs on.
3. Offer overtime to employees outside the building capable of working in the building that are not working the shift the opening occurs on.
4. In certain instances where management feels it is okay to fill the job the next day, it will be offered to employees as an option when the overtime is offered in the order shown above. If no one accepts the overtime on the shift where it occurs, the first person to accept it for the following day will be assigned the overtime. Normally this option would only be available on a Saturday to fill for a Friday night absence at Roosevelt or Wilson.
5. When all of these offers have been made the job is not filled, then the lowest seniority person in the district must fill the position.

**Section 6.** Employees assigned to a new position will be charged with the highest overtime hours in that classification or building.

**Section 7.** On July 1<sup>st</sup> of each year the overtime list shall be reviewed and excess hours will be charged to the overtime record for the next year as equally as practicable for the purpose of equalizing such overtime.

**Section 8.** An employee who is called back to work due to some emergency, after having completed his/her scheduled work day, shall be guaranteed a minimum of four (4) hours pay at one and one-half (1-1/2) times his/her regular hourly straight-time rate. This section shall not apply to hours worked beyond eight (8) hours in one day where such hours are continuous.

**Section 9.** When an employee is called in to work prior to the start of his/her scheduled work day to work continuously to the start of his/her scheduled work day, he/she shall receive a minimum of two (2) hours work at one and one-half (1-1/2) times his/her regular hourly straight-time and shall receive his/her regular straight-time hourly rate for the balance of his/her regular work shift.

**Section 10.** Work schedules showing the employee's shift, work days and hours shall be posted on all appropriate bulletin boards. Except in emergency situations the Union will be informed in advance of any schedule changes. In the event the Union objects to the changes the matter shall be the subject of a special conference between the Union and the Board's administration.

**Section 11.** Employees must work their regular shift in addition to the overtime job.

### **ARTICLE III – ACT OF GOD SEASONAL SCHEDULES**

**Section 1.** When a decision is made to close the schools of the District because of an Act of God (as defined by the State Department of Education) notice of such decision shall be given to the LEIN network as soon as possible for public announcement on Detroit area radio stations and television. When such a closing takes place and maintenance employees are required to work, those employees who work shall be given an additional day of vacation. This day shall be taken when school is not in session.

**Section 2.** An employee's summer work schedule may be altered temporarily when necessary due to day or evening activities in the building. Evening coverage shall be rotated among employees in the building.

**Section 3.** If an employee has a vacation or personal day scheduled on a day that school is called off due to an Act of God Day, the employee will not be charged the vacation or personal day.

### **ARTICLE IV – SICK LEAVE**

**Section 1.** Sick leave shall be used for the purpose of the employee's illness and earned at the rate of one (1) day per month worked and may accumulate to a total of one hundred fifty-eight (158) days. An additional twelve (12) days, making a total of one hundred seventy (170) days, may be accumulated from Personal Emergency business days in accordance with Article VI.

**Section 2.** The base date from which all such service accumulates shall be prorated from July 1<sup>st</sup> to date of hire for the first year. All consecutive years shall follow from July 1<sup>st</sup> of each school year.

**Section 3.** At no time may an employee's accumulated sick leave be in excess of the maximum allowable limits set within Article IV, Section 1.

**Section 4.** No payment shall be made for any unused leave for illness accumulated by any employee at the time of his/her resignation, dismissal, leave of absence, retirement or death.

**Section 5.** No sick leave shall be charged against an employee's allowance except for absence which occurs on a day when an employee would normally be expected to be on duty.

**Section 6.** An employee who has been employed by the Board less than twelve (12) months and who has completed his/her probationary period, may be given an advance of up to seven (7) days sick leave.

**Section 7.** In the event an employee terminates his/her employment, he/she shall reimburse the Board for any overpayment of sick leave which may have been made.

**Section 8.** Whenever an employee returns to duty from a serious injury or illness, he/she must follow policy procedures as determined by the Board.

**Section 9.** If the employee so wishes, an employee who is incapacitated by a personal injury arising out of and in the course of his/her employment will be paid the difference between the benefits received under the Michigan Worker's Compensation laws and 100% of the employee's straight-time earning, exclusive of premiums and overtime. Such difference will be deducted from the employee's accumulated sick leave credits and will be paid until the employee's sick leave credits have been depleted.

**Section 10.** Records of absence shall be carefully recorded and shall be available for inspection by employees at any time during regular office hours.

**Section 11.** The Board has the right to medically investigate any employee's absence which is reported as being for medical reasons. Further, the Board may request and require reasonable medical proof of either an employee's ability or inability to return to work.

**Section 12.** After an employee is absent due to a non-work related injury or illness for longer than thirty (30) calendar days and has exhausted all of his/her sick days, and vacation days, he/she shall be granted additional sick days equal to the number he/she had earned prior to going out on the disability to a maximum of twenty (20) sick days or when the long term disability insurance becomes effective, whichever comes first.

**Section 13.** A bonus of one hundred dollars (\$100) will be paid to every employee with perfect attendance (no sick days) at the end of each quarter.

## **ARTICLE V – REPORTING ABSENCE**

**Section 1.** Operating employees shall notify their supervisors in sufficient time to have their place filled so that the regular operations of school facilities will not be disrupted. It is the employee's responsibility to see that such notification is made; such notification to be at least one (1) hour before his/her shift begins. Time for illness will not be allowed if notification is not properly made as required. Due account will be taken of accidental absences which could not be foreseen, such as illness beginning suddenly after the proper time for notification.

**Section 2.** All absent employees assigned to the midnight shift must report their intent to return to work no later than three (3:00) p.m. of the preceding day.

**Section 3.** All absent afternoon engineers and assistant engineers must give a minimum of four (4) hours' notice of their intent to return to work.

**Section 4.** All absent employees assigned to the day shift must report their intent to return to work no later than three (3:00) p.m. of the preceding day.

## **ARTICLE VI – LEAVES OF ABSENCE**

**Section 1.** An employee may apply for a leave of absence by submitting his/her request in writing to the Board through his/her immediate supervisor, stating the reason for and the length of time of the requested leave of absence. Employees on leave of absence shall retain their seniority but shall not accumulate seniority while on leave. Employees may be eligible for the following types of leaves of absence.

**Section 2.** A military leave of absence may be granted, without pay, for service in the Armed Services. During such service, seniority shall accumulate.

**Section 3.** The Board, at its discretion, may grant a leave of absence without pay to an employee who has been employed continuously for one (1) calendar year by the Board and who joins the Peace Corps as a full-time participant in the program. Such leave shall be granted only for the term of initial enlistment. During such service seniority shall accumulate. An employee may return to duty with this Board under the same procedure as outlined in Article XXI, "Veteran's Rights."

**Section 4.** Upon written request to the Board, an employee may be granted, without pay, one (1) year's leave of absence due to illness certified by a competent physician. During such a leave of absence, the employee's seniority will be retained but cannot accumulate. Such a leave of absence may be extended without loss of seniority by mutual agreement between the Board and the Union.

**Section 5.** A paid leave of absence not to exceed five (5) days for each death may be authorized by the Superintendent of Schools or his/her designee for a death in the employee's immediate family. The immediate family shall consist of:

Father	Mother	Husband	Wife	Son
Daughter	Sister	Brother	Niece	Nephew
Aunt	Uncle	Father-in-law	Mother-in-law	Son-in-law
Daughter-in-law	Sister-in-law	Brother-in-law	Grandparents	Grandchildren

**Section 6.** (a) A leave of absence for the transaction of personal emergency business may be granted any employee in the bargaining unit by the Superintendent or his/her designee. Such a leave shall be with pay, but shall not exceed an annual allotment of three (3) days prorated for other than full-time employees, except on days when they



are regularly scheduled Christmas and Spring Break vacation, to work eight (8) hours they will then receive eight (8) hours pay for personal emergency business days. These days are not cumulative; however, any unused days may be added to the accumulated sick leave days in accordance with and within the limits of Article IV.

Personal emergency business shall be defined as a serious emergency, a catastrophe, or an unusually important occurrence necessitating an absence from work. Marriage or graduation of a member of the employee's immediate family, required appearance in court, child born to wife, and funerals are examples of "important occurrences".

(b) Persons absent for personal emergency business reasons as defined above will ordinarily state their reason for being absent. However, no reason must be stated if an employee considers the reason highly confidential, except that any absence immediately preceding or immediately following a holiday or a vacation period must be approved in advance and satisfactorily explained.

**Section 7.** A leave of absence without pay may be granted to an employee who has been continuously employed for one (1) calendar year by the Board and who is elected or appointed to any Union office, service in which removes him/her from fulfilling the duties of his/her regular employment. Such a leave of absence shall not exceed a period of one (1) year, but may be renewed or extended annually by mutual agreement between the Board and the Union. Seniority will be retained, but not accumulated during this period. The number of employees on such a leave of absence at any one time shall not exceed two (2).

A total of six (6) union days per year will be granted to employees (through the Union President) by Management.

**Section 8.** Upon the recommendation of the Superintendent and with the approval of the Board, the Superintendent may request in writing that any employee submit to a physical or mental examination, the results of which may be used in determining an involuntary leave of absence, which shall be without pay and without accumulation of further seniority. When such examination is requested, a report of three (3) physicians shall be required. One (1) physician shall be selected by the employee, one (1) by the Board, and a third (3<sup>rd</sup>) shall be mutually agreeable to both parties. The Superintendent may make such a request as often as, in his/her judgment, is deemed essential to the best interests of this school system. However, there shall be a special conference with the Union representatives prior to any action placing an employee on an involuntary leave of absence by the Board. In every event, the employee's return to duty from such an involuntary leave of absence must first be recommended by the school physician. The employee may use any or all of his/her accumulated sick leave if placed on such an involuntary leave of absence.

**Section 9.** Except as specifically set out in other sections of this Article, an employee returning from a leave of absence within one (1) year shall be returned to the same work assignment that he/she vacated. When an employee goes on leave (not worker's compensation the position vacated by said employee and all vacancies as a direct result of such leave, will be bid temporary with the understanding that the employee or employees awarded the bid(s) temporary will be awarded the bid(s) permanent after the employee on leave has been off for one (1) calendar year from the first day of leave.

All vacancies bid temporary as a result of an employee going on leave shall not be bid permanent unless said employee is no longer employed by the Board and the employee has been on leave less than one (1) year.

Any temporary job that is bid permanent, due to the employee on leave losing employment, must be posted prior to the end of one (1) calendar year from the first day of leave.

If the employee returns after one (1) year the employee will bump the least senior employee in his/her classification. If there is no employee within that classification with lower seniority the employee will bump the least senior employee in his/her classification. If there is no employee within that classification with lower seniority, the employee will bump the least senior employee in the next lower classification for which he/she is qualified until a position is found. If there is no position available the employee will be subject to the layoff and recall provision of the contract, except that he/she shall be offered the next available position in the classification that he/she originally vacated.

**Section 10.** The original vacancy resulting from a leave of absence shall be processed in accordance with Article XI, Section 1.

Any bid sheet shall note the assignment is temporary until the employee is in the position for more than one (1) year, in which case the assignment will become permanent. All subsequent temporary positions will be reposted as permanent positions.

## **ARTICLE VII – VACATIONS**

**Section 1.** A full-time employee with more than six (6) months, but less than one (1) year of continuous service as of date of hire, will be entitled to a prorated vacation as follows:

The seventh (7 <sup>th</sup> ) month	-	five (5) working days
The eighth (8 <sup>th</sup> ) month	-	six (6) working days
The ninth (9 <sup>th</sup> ) month	-	seven (7) working days
The tenth (10 <sup>th</sup> ) month	-	eight (8) working days
The eleventh (11 <sup>th</sup> ) month	-	nine (9) working days

**Section 2.** An employee with one (1) year, but less than five (5) years of continuous service as of date of hire, will be entitled to ten (10) working days' vacation.

**Section 3.** An employee with five (5) or more years of continuous service as of date of hire will be entitled to one (1) additional day of vacation for each year worked up to a maximum of fifteen (15) working days of vacation.

**Section 4.** An employee with continuous service as of date of hire will be entitled to the following working days vacations:

12-13 years of continuous employment.....	16 vacation days
14-15 years of continuous employment.....	17 vacation days
16-17 years of continuous employment.....	18 vacation days
18-19 years of continuous employment.....	19 vacation days
20 years of continuous employment.....	20 vacation days
21 years of continuous employment.....	21 vacation days
22 years of continuous employment.....	22 vacation days
23 years of continuous employment.....	23 vacation days
24 years of continuous employment.....	24 vacation days
25 or more years of continuous employment.....	25 vacation days

**Section 5.** If an employee becomes ill, not caused by an accident, during his/her vacation and is under the care of a duly-licensed physician, his/her unused vacation will be rescheduled. In the event he/she is incapacitated throughout the year, he/she will be awarded payment in lieu of unused vacation if he/she desires.

**Section 6.** All vacation days for an employee as computed above shall be prorated for those employed regularly less than eight (8) hours per day.

**Section 7.** Vacation requests shall be submitted by June 1<sup>st</sup> for the following twelve (12) months. No vacations will be scheduled for the week preceding the start of the school year. All other vacation scheduling shall be subject to the approval of the Director of Operations. Up to one-half (1/2) of an employee's vacation may be taken when school is in session up to a maximum of eight (8) days. The maximum will change to nine (9) days if there are more than one hundred and eighty-five (185) school days.

## **ARTICLE VIII – SENIORITY**

**Section 1.** Seniority standing shall be granted to any regularly employed operating and/or maintenance employee covered by this contract after sixty (60) days worked. The standing is to be determined upon the basis of length of continuous employment of the employee, including service in the Armed Forces of our country in accordance with the conditions of a military leave of absence as outlined in Article XXI, "Veteran's Rights" or other leaves so specified.

**Section 2.** The first sixty (60) days worked shall be considered probationary and during this period the probationary employee may be laid off, discharged, or transferred solely at the discretion of the administration, provided other employees' seniority rights are not infringed upon.

**Section 3.** If the employee is continued in the employment of the School System beyond the sixty (60) days worked probationary period, the employee shall acquire the status of a regular employee and seniority established from the first day worked as a probationary employee. This provision shall not include anyone employed to do specific work which cannot be done by regular employees.

**Section 4.** No student in the Wyandotte Public Schools enrolled in the regular school program can acquire seniority under any circumstances.

**Section 5.** Seniority used to bid jobs by an employee demoted from a supervisory position shall consist of seniority accumulated from date of hiring until time of promotion to a supervisory position. If demoted, he/she shall be unassigned until such time as a job opens for bidding by regular employees, at which time he/she may exercise his/her, seniority to bid. Such demotion shall not result in the discharge of a regular employee.

**Section 6.** (a) Seniority, regardless of its length, acquired by less than eight (8) hour employees, cannot be used to out-bid seniority acquired by eight (8) hour employees in bidding for eight (8) hour jobs. Seniority acquired by eight (8) hour employees cannot be used to out-bid seniority acquired by less than eight (8) hour employees in bidding for less than eight (8) hour jobs.

**Section 7.** An employee shall lose his/her seniority standing for the following reasons:

- a. Resignation or retirement;
- b. Dismissal for just cause;
- c. Absence for three (3) consecutive days without notifying (without just cause) supervision.

## **ARTICLE IX – REDUCTION IN STAFF**

**Section 1.** In the reduction of staff, a senior employee, when qualified, shall be given preference of work over a junior employee. There shall be no upgrading, custodians bump custodians, engineers bump engineers. Whenever there is to be a reduction of the staff, the Board shall inform the Union and call a meeting of the committee to discuss such action before any reduction becomes effective.

**Section 2.** There shall be no upgrading. Bumping shall be conducted on a lateral basis, i.e., custodians bump custodians, engineers bump engineers. In the event he/she cannot bump in his/her category of work, he/she may use his/her previous position to bump in another category. The Board shall inform the Union and call a meeting of the committee to discuss such action before any reduction becomes effective.

**Section 3.** In the rehiring of employees who have been laid off due to lack of work, the senior employee, when qualified, shall be given preference over the junior employee.

**Section 4.** In cases of transfer from one category of work to another, employees involved in the transfer shall not lose seniority standing.

## **ARTICLE X – DISCIPLINE AND DISCHARGE**

**Section 1.** The Board shall have the right to discipline, including reprimand, suspend or discharge any employee for reasonable and just cause, subject to grievance procedure. Any employee found to be unjustly suspended or discharged will be reinstated with full compensation for all time lost during the suspension or discharge and with full restoration of all other rights and conditions of employment which he/she may have earned. Disciplinary procedures will be kept as confidential as appropriate.

**Section 2.** In the event an employee is discharged, the reason for such action shall be given in writing to the employee and the president of the Union. In all cases where the employee is to be disciplined, it shall be done in the presence of the Union representative unless the employee requests otherwise.

**Section 3.** In imposing any discipline, the employer will not take into account any prior action which occurred more than two (2) years previously.

## **ARTICLE XI – BIDDING ON JOBS**

**Section 1.** Whenever there is a job vacancy, due to a new job, transfer, resignation, dismissal, leave of absence, retirement or death of any employee and the Board determines to fill such vacancy, the job must be posted for three (3) working days within the two (2) week period following the occurrence of the vacancy. The vacancy must be filled within two (2) weeks of awarding of the job. The supervisors may temporarily assign an employee to a vacant job until the job is awarded.

**Section 2.** (a) Any employee may bid for an advertised job. Jobs will be awarded to the senior qualified employee bidding.

(b) In the event of a newly created position, qualified regular employees will be given first opportunity to bid on new jobs under regular bidding procedure.

**Section 3.** A copy of all bulletins advertising for job bids will be sent through the U.S. mail to the president, secretary and chief steward of the Union on the same day as the notices are posted. Job awards will similarly be mailed to these Union officials.

**Section 4.** Such bids shall be sealed and delivered to the Director of Operations and said bids shall be opened after the third day of the posted vacancy by the above official and a committee of the Wyandotte School Employees Local 1055.

**Section 5.** All bids shall be binding upon any bidder when opened except that the awarding of a bid may be temporarily deferred in the event there is some question as to the qualifications of the senior bidder. Where the Administration or the Union committee question a bidder's qualifications, the questions or objections shall be investigated as rapidly as possible. During the investigations, or in the event the bidder is determined to

be unqualified, he/she may withdraw his/her bid without prejudice and the job will be reposted.

**Section 6.** To withdraw a bid that has been made, a written statement to this effect must be filed with the Director of Operations prior to the opening of the bids.

**Section 7.** In the event an employee is reassigned, there shall be a trial period of thirty (30) actual working days on the job (excludes all days off for whatever reason), after the date of awarding the job. He/she shall be paid immediately at the rate established for the new assignment.

**Section 8.** (a) In the event an employee bids for and is assigned to a job, and for any reason asks to be relieved, that employee must work as an extra unassigned employee until another regular job opening entitles the employee to bid a regular job. In no event can an employee bid a job he/she has voluntarily vacated for any reason for a minimum of five (5) months.

(b) If in management's judgment an employee who is not on probation fails to satisfactorily perform in a new assignment during his/her trial period, he/she may be returned to his/her former assignment by management. This action shall be the subject of a Special Conference in the event that the Union feels the decision was arbitrary or capricious. In the event the outcome of the Conference is unsatisfactory, the reassignment will be subject to the grievance procedure on the basis only of arbitrariness, capriciousness or unreasonableness.

**Section 9.** Any employee assigned to a new job may request or be assigned a break-in period with experienced personnel.

**Section 10.** In the case of disciplinary problems, said employee can vacate his/her position and go to the bottom of the seniority list until another position is found.

**Section 11.** A "satisfactory" competency or basic skills test score must be achieved at least twenty-four (24) hours prior to the job bid opening for assistant engineer, engineer (at each level), and skilled trades positions. The purpose of the test will be to determine potential success. After a "satisfactory" score is determined, all employees with that score or higher who bid on a job, will be considered in seniority order. An employee not scoring "satisfactory" must wait thirty (30) days to retest for the same title position unless he/she scores within 10% of the passing score.

## **ARTICLE XII – GRIEVANCE PROCEDURE**

**Section 1.** A "grievance" is hereby defined as a complaint by an employee or a group of employees based upon an alleged violation of the provisions of this Agreement, or a difference as to the interpretation or application of this Agreement.

**Section 2.** Union representatives shall notify an employee's immediate supervisor or other designated individual, that the employee has requested union representation to

investigate a grievance. If the employee can be released at that time the supervisor will release the employee to talk to the union representative. If because of the immediate nature of the employee's work, i.e., the employee cannot be released at that time, the supervisor will release the employee as soon as possible. The supervisor shall explain to the union representative the nature of the emergency and confirm the explanation in writing, if requested.

The employee will not be released for longer than ten (10) minutes per shift. Once the investigation has stopped the union representative will notify the supervisor or designated representative that the employee has returned to work.

To the extent practicable, the union representative handling the grievance investigation during working hours will be the steward on an alternate shift so that the steward will not have to be released from work. If the meeting needs to go beyond the ten (10) minute limitation, the union representative will notify the supervisor, and the employee will punch in and punch out for the remainder of the meeting, but may work beyond his/her shift to make up this lost time.

If this procedure is abused by the District or the Union, then one party will notify the other and the Union and the District will meet to modify or negotiate a new agreement, if necessary.

**Section 3.** It is recognized that grievances should be processed as rapidly as possible, and the number of days indicated at each step of the grievance procedure shall be the maximum time allowed for presenting a grievance. The time limits specified may, however, be extended by mutual agreement in writing.

**Section 4.** All grievances shall be presented in accordance with the following procedure:

**STEP ONE:** Within a five (5) working-day period of a grievance, or knowledge of a grievance, employees may present a grievance personally, or through their Union representative, to their immediate supervisor. The immediate supervisor shall attempt to adjust the matter as soon as possible, and in any event within three (3) working days.

**STEP TWO:** If the grievance is not resolved at Step One, it may be presented in writing within five (5) working days to the Director of Operations. He/she shall respond to this grievance within five (5) working days.

**STEP THREE:** If the response at Step Two is not satisfactory, the grievance may be presented to the Superintendent of Schools or designee within five (5) working days. The Superintendent or designee shall answer such a grievance within seven (7) working days.

**STEP FOUR:** If the grievance is not resolved satisfactorily at STEP THREE, the union may proceed directly to arbitration under STEP FIVE. If the grievance involves

the termination of an employee, the union shall have the option of presenting the grievance to the Board by the Wednesday preceding the next regular Board meeting so that it may be considered by the Board no later than its next regular meeting.

**STEP FIVE:** If the grievance is not resolved at the previous step, the grievance may be submitted to arbitration by submitting a request, therefore, to the other party within thirty (30) days after the completion of the previous step:

- (i) The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
- (ii) The arbitrator's fee and expenses shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expense shall be borne by the party incurring such expense.
- (iii) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this agreement; (b) establish or modify any wage rate.
- (iv) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator shall be final and binding on the Union, its members, the employee or employees involved and on the employer.

**Section 5.** The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits herein set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of a supervisor or administrator to communicate his/her decision to the employee or the Union at any step within the time limits specified shall permit the employee or the Union to proceed to the next step.

## **ARTICLE XIII – HOLIDAYS**

**Section 1.** Employees who are required to work and do work on a holiday other than their birthdays shall be given an extra vacation day to be taken at a time when school is not in session.

Independence Day	Friday before Labor Day	Labor Day
Thanksgiving Day	Day after Thanksgiving	December 24
Christmas Day	December 26	December 31
New Year's Day	Martin Luther King Day	*Friday of Winter Break
*Monday of Winter Break	Good Friday	Spring Break Monday
Spring Break Tuesday	Memorial Day	Employee's Birthday

\*In the event that the Winter Break is eliminated, the Contract will revert to two (2) Floating Holidays.



**Section 2.** All regular employees scheduled to work during the pay period in which a holiday falls will be paid for the above holidays when they occur during the normal workweek, provided they work on the day previous to and the day following the holiday, unless they are on sick leave or are excused from working. When one of the above holidays falls during an employee's paid vacation period, he/she shall not be charged a vacation day. When the holiday falls on Saturday, it shall be celebrated on the Friday before. When it falls on a Sunday, it shall be celebrated on the Monday after the holiday.

The day before July 4<sup>th</sup> or day after July 4<sup>th</sup>, if July 4<sup>th</sup> falls on a Tuesday or Thursday shall be given as an additional holiday.

**Section 3.** Holiday pay, including additional vacation days granted in lieu of holiday pay, shall be prorated for regularly employed persons working less than forty (40) hours per week.

## **ARTICLE XIV – PAY PERIOD**

**Section 1.** Employees will be paid bi-weekly on Fridays. All time shall be computed to the last shift of the previous Saturday.

**Section 2.** Checks for vacation periods shall be available in advance of the vacation period for those employees so requesting and giving four (4) weeks' notice in writing.

**Section 3.** All overtime must be authorized by the Superintendent, Director of Operations, or Supervisor on a card form. The card shall be signed by the employee and the person authorizing the work. When the work assignment is completed, the card shall be submitted for payment by the last Saturday shift of the payroll period.

**Section 4.** Overtime earnings will be shown separately on the pay voucher.

**Section 5.** Time cards must be punched in and out every day. Willful failure to do so may be grounds for disciplinary action.

**Section 6.** All employees will receive their pay through direct deposit or debit card.

## **ARTICLE XV – BULLETIN BOARDS AND STAFF BULLETINS**

**Section 1.** The Board will provide the Union with bulletin board space in each building with the use of this space to be restricted to posting of job notices, notices of Union elections, business and social meetings and other Union affairs. Any material which is in any manner derogatory of the Board and/or its administrators, either individually or collectively or material which encourages or directs employees to engage in any individual or concerted action directed against the Board shall not be posted. The Union shall limit the posting of notices to such bulletin boards and shall assume responsibility for whatever is posted.

**Section 2.** A copy of any staff bulletin issued from the Administration Building will be sent to the President and Secretary of the Union. The Secretary of the Union will be sent a copy of the official School Board Summary through email.

## **ARTICLE XVI – UNIFORMS**

**Section 1.** Suitable work clothes will be provided to all regular employees under the conditions hereinafter provided.

**Section 2.** Three (3) uniforms will be provided for each new employee upon the completion of his/her probationary period with the understanding that they will be worn during working hours. The Union shall be consulted on the style and quality of the uniform prior to their purchase. Failure to wear uniforms when school is in session will result in automatic written reprimand for 1<sup>st</sup> offense; then progressive discipline will follow.

**Section 3.** All employees shall wear no less than two (2) clean uniforms during the week. All uniforms are the property of the employee and shall be carefully laundered and taken care of by the employee.

**Section 4.** Employees will be issued a five hundred fifty dollars (\$550.00) check toward uniform purchase no later than September 1<sup>st</sup>. Only items of clothing approved by the Director of Operations are eligible for purchase with the voucher.

**Section 5.** Uniform size requests shall be in by June 1<sup>st</sup>. In case the uniform request is not in by the stipulated deadline, the size that was ordered the year before will be used. Uniforms that do not fit must be returned to the Board Office for exchange within two (2) weeks of delivery. The employee is responsible for ordering the right size uniform. If he/she orders the wrong size, it is his/her responsibility to pay replacement cost if he/she was not fitted that year.

**Section 6.** Uniforms shall be worn while on duty. Uniform style shorts may be worn if deemed safe. Appropriate professional discretion should be used to determine proper attire.

Jeans are considered appropriate attire, as long as they are neat and clean. Picture identification tags issued by the District must be worn at all times while on duty.

**Section 7.** Shirts must be buttoned/fastened to at least the top two (2) buttons. Shirt tails must be tucked in. All employees are expected to have a professional appearance.

## **ARTICLE XVII – MEAL PERIODS**

**Section 1.** All full-time eight (8) hour employees shall be granted a paid lunch period during each work shift which will not exceed one-half (1/2) hour. The Director of Operations will set the lunch period and whenever possible, the lunch period will be scheduled at the middle of each shift.

**Section 2.** Eight (8) hour employees shall be entitled to two (2) fifteen (15) minute break periods per shift. These times may not be added together, nor can they be combined with the lunch period for a longer period. Breaks are to be taken at the building/site where employee is working. Traveling to another building to take a break is not allowed.

## **ARTICLE XVIII – COMPULSORY RETIREMENT**

**Section 1.** The Board may require an employee to retire who can no longer satisfactorily meet his/her normal working obligations. The Board may require a physical or mental examination of an employee and may suspend or discharge any employee refusing to take the same. In the event an examination is required, it shall be performed in accordance with the procedure outlined for an involuntary leave of absence in Article VI, Section 8. There shall be a special conference with the Union prior to any compulsory retirement by the Board.

## **ARTICLE XIX – HEALTH EXAMINATIONS**

**Section 1.** A new employee must successfully pass a health examination after an offer of employment has been made. This shall be administered by the school physician at no cost to the employee.

**Section 2.** Each employee shall, as a condition of his/her initial employment and every third (3<sup>rd</sup>) year thereafter, in compliance with state law, submit evidence of freedom from communicable tuberculosis to the satisfaction of the school physician and in the manner he/she directs. The school physician may require, whenever in his/her judgment it is in the best interest of the school system, the submission of such evidence at other times.

The Board of Education will pay for those examinations taken in compliance with this section when obtained through the Wayne County Department of Health.

**Section 3.** Any employee failing to file satisfactory evidence of freedom from communicable tuberculosis within the time specified shall be placed immediately on involuntary leave of absence.

**Section 4.** Extended health leave due to physical or mental causes not falling within the cumulative sick leave policy may be granted without pay and without accumulation of seniority to an employee upon the recommendation of the Superintendent and upon the approval of the Board. The attending physician shall send to the Superintendent a written diagnosis. Such health leave may be considered for renewal annually.

## **ARTICLE XX – TERMINATION OF EMPLOYMENT**

**Section 1.** Any employee covered under this bargaining unit who leaves the employ of the Wyandotte Board of Education shall give at least two (2) weeks' notice in writing to the Superintendent or his/her designee and to the Director of Operations.

## **ARTICLE XXI – VETERAN'S RIGHTS**

**Section 1.** An employee returning from a leave of absence for military service shall, within ninety (90) days of receiving an honorable discharge, be granted the privilege of exercising his/her seniority (including accumulated service seniority). The employee may take, without bid, the job he/she vacated on going into service, or any job for which he/she is qualified, if said job is held by an employee of lesser seniority. Demotions shall be made according to Article VIII, "Seniority". However, a leave of absence, including its return-to-work privileges, shall be terminated in the event an employee extends his/her military service by enlistment or re-enlistment.

## **ARTICLE XXII – STRIKES AND LOCKOUTS**

**Section 1.** The Union shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any employee covered under this Agreement and no employee covered under this Agreement shall cause or participate in any strike or refusal to perform the duties of his/her employment.

**Section 2.** Any employee who causes or participates in any strike or refusal to perform the duties of his/her employment shall be subject to disciplinary action including discharge.

**Section 3.** The Board shall not cause or permit any lockout of its employees covered under this Agreement.

## **ARTICLE XXIII – SPECIAL CONFERENCE**

**Section 1.** Special conferences may be arranged between the Superintendent of Schools or designee and the Union, represented by the president or his/her designee and another union member, upon mutual agreement of the Superintendent and the Union.

**Section 2.** Arrangements for such a special conference shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Items taken up shall be confined to those included in the agenda and shall be restricted to matters which previously were discussed with the Director of Operations, but were unsatisfactorily resolved. Items or issues pending at any step of the grievance procedure shall not be the subject of a special conference.

**Section 3.** The two (2) union members mentioned above shall not lose time or pay for time spent in such special conferences if held during their scheduled working hours.

**Section 4.** The Superintendent or the Union, or both, may bring special consultants or advisors to such meetings.

## **ARTICLE XXIV – GENERAL**

**Section 1.** (a) The Board shall furnish each employee in the bargaining unit a copy of this Agreement. New employees shall be given a copy at the time of their employment.

(b) The Union shall be represented by two (2) stewards, one (1) on the day shift and one (1) on the afternoon shift. The Union shall designate which of the two (2) is the chief steward and shall so notify the administration in writing. All grievances will be processed by the chief steward only. The Union shall designate a representative to be contacted in the absence of the regular stewards.

(c) All employees will be notified of their remaining vacation days for the year by May 1<sup>st</sup> of each year.

**Section 2.** The Superintendent or Director of Operations shall notify the President of the Union whenever a new employee is employed within the bargaining unit.

In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and the Departmental Supplemental Contract and his/her rights and responsibilities there under, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.

**Section 3.** (a) An employee temporarily working at a higher classification than his/her regular classification shall be paid at the rate of pay of the higher classification while so employed. An employee temporarily (assigned by management as needed) working at a lower classification than his/her regular classification shall be paid his/her regular rate while so assigned.

(b) It shall be the right of management to assign utility personnel whose jobs are so specified to various jobs at various times. Utility personnel permanently assigned to a single building shall receive five cents (.05¢) per hour premium during the time assigned to a swing shift.

**Section 4.** In the event the engineer of a building is absent from his/her job for more than one shift, his/her job shall be filled by the assistant engineer or an available engineer. In the absence of an assistant engineer or a custodian, other than leaves of absences, the position may be filled by overtime or temporarily transferring assistant engineers or custodians into those positions. In the absence of a custodian, the position may be filled by another custodian or a substitute.

**Section 5.** Supervisors may perform bargaining unit work in an emergency situation and for the purpose of instruction or training, repair of equipment, or trying out new equipment provided such assignment does not result in the displacement of any employee in the bargaining unit.

**Section 6.** The Board shall have the right to employ persons on a temporary basis and assign them wherever it sees fit provided that such persons shall not be assigned to any form of maintenance work which would result in the displacement of any employee in the bargaining unit. An employee must pass the appropriate test for the position assigned within ten (10) working days of the assignment.

**Section 7.** Any injury incurred in the cause of employment must be promptly reported to the employee's Supervisor or Building Principal. A report of any injury shall be submitted in writing on a form to be provided by the Board. Failure to promptly report any injury shall be just cause for disciplinary action as follows:

1 <sup>st</sup> offense:	Written warning notice
2 <sup>nd</sup> offense:	Three (3) day suspension
3 <sup>rd</sup> offense:	Five (5) day suspension
4 <sup>th</sup> offense:	Discharge

**Section 8.** The Board reserves the right to establish reasonable rules and regulations consistent with the terms of this Agreement and to establish new job classifications. The rate structure for new job classifications will be subject to negotiation.

**Section 9.** 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 expressly limited by this Agreement.

**Section 10.** The Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the School District and its operating and maintenance employees except as otherwise expressly limited by this Agreement. In all matters wherein the exercise of judgment or discretion of the Board is involved, the decision of the Board shall be final and binding if made in good faith, i.e., not arbitrarily or capriciously, and if not contrary to the express provisions of this Agreement.

**Section 11.** To the extent that any section of the Agreement is ruled to be invalid by State or Federal law, the parties to the Agreement agree that the Agreement shall remain in full force and effect except the section deemed to be invalid by law.

**Section 12.** It is expressly understood that for the duration of this Agreement, the concept of contracted services will not be utilized in any other building or job classification.

**Section 13.** Transportation services will no longer be provided by Local 1055.

## ARTICLE XXV – CLASSIFICATIONS AND WAGE RATES

Step increases will be granted for all employees covering the 2017-18SY, 2018-19SY and 2019-20SY. The hourly wage rates are as follows:

<u>Position</u>	<u>Step</u>	<u>Wage</u>
Custodian	0	10.69
Custodian	1	11.46
Custodian	2	12.23
Custodian	3	14.49
Custodian	4	16.75
Custodian	5	19.72
Assistant Engineer	0	10.88
Assistant Engineer	1	11.65
Assistant Engineer	2	12.42
Assistant Engineer	3	14.68
Assistant Engineer	4	16.94
Assistant Engineer	5	20.02
Grounds/Utility	0	13.28
Grounds/Utility	1	14.80
Grounds/Utility	2	15.85
Grounds/Utility	3	16.90
Grounds/Utility	4	20.02
Engineer	0	13.85
Engineer	1	15.33
Engineer	2	16.38
Engineer	3	17.43
Engineer	4	20.68
Head Custodian	0	13.85
Head Custodian	1	15.33
Head Custodian	2	16.38
Head Custodian	3	17.43
Head Custodian	4	20.68
Swing Engineer	0	13.97
Swing Engineer	1	15.49
Swing Engineer	2	16.54
Swing Engineer	3	17.60
Swing Engineer	4	20.84



<u>Position</u>	<u>Step</u>	<u>Wage</u>
Swing Engineer/Grounds/Utility	0	13.97
Swing Engineer/Grounds/Utility	1	15.49
Swing Engineer/Grounds/Utility	2	16.54
Swing Engineer/Grounds/Utility	3	17.60
Swing Engineer/Grounds/Utility	4	20.84
RHS Engineer	0	14.13
RHS Engineer	1	15.65
RHS Engineer	2	16.70
RHS Engineer	3	17.74
RHS Engineer	4	21.01
RHS Swing Engineer	0	14.28
RHS Swing Engineer	1	15.75
RHS Swing Engineer	2	16.80
RHS Swing Engineer	3	17.85
RHS Swing Engineer	4	21.19
Electrician	0	18.33
Electrician	1	19.37
Electrician	2	19.90
Electrician	3	20.43
Electrician	4	23.38
Master Carpenter/Painter	0	18.33
Master Carpenter/Painter	1	19.37
Master Carpenter/Painter	2	19.90
Master Carpenter/Painter	3	20.43
Master Carpenter/Painter	4	23.38
Metals Worker	0	18.33
Metals Worker	1	19.37
Metals Worker	2	19.90
Metals Worker	3	20.43
Metals Worker	4	23.38
Master Painter	0	18.33
Master Painter	1	19.37
Master Painter	2	19.90
Master Painter	3	20.43
Master Painter	4	23.38

<u>Position</u>	<u>Step</u>	<u>Wage</u>
Assistant Mechanical Engineer	0	18.33
Assistant Mechanical Engineer	1	19.37
Assistant Mechanical Engineer	2	19.90
Assistant Mechanical Engineer	3	20.43
Assistant Mechanical Engineer	4	23.38
Grounds Coordinator	0	18.33
Grounds Coordinator	1	19.37
Grounds Coordinator	2	19.90
Grounds Coordinator	3	20.43
Grounds Coordinator	4	23.38
Mechanical Engineer	0	19.53
Mechanical Engineer	1	20.53
Mechanical Engineer	2	21.04
Mechanical Engineer	3	21.58
Mechanical Engineer	4	24.74

**Section 1.** When an employee hired after July 1, 1996, bids on a higher paying position, he/she will move to the same "step" in the new position.

**Section 2. Classifications:**

1. Custodian and Head Custodian
2. Swing Engineer/Grounds/Utility, and Grounds/Utility
3. Assistant Engineer
4. Engineer and RHS Engineer and Swing Engineer and RHS Swing Engineer
5. Skilled Trades (Master Carpenter/Painter, Electrician, Grounds Coordinator, Master Painter, Assistant Mechanical Engineer, Mechanical Engineer, Metals Worker)

**ARTICLE XXVI – INSURANCE AND RETIREMENT**

**Section 1**

The Board shall provide each employee the option to elect a District-provided health insurance plan. It is agreed and acknowledged by the parties that the Board may not provide health insurance benefits or payments to its employees electing health insurance greater than those levels prescribed under Michigan Public Act 152 of 2011.

It is acknowledged that bargaining unit members electing this plan will be responsible for any monthly illustrative premium payments that exceed the statutory maximum amount the Board is allowed to contribute for employee healthcare benefits under PA 152 of 2011. Bargaining unit members electing this option agree that the Board may deduct any

applicable monthly employee premium contributions on a pre-tax payroll basis from the member's bi-weekly paycheck.

Those employees who choose not to take health insurance because of spousal coverage will receive a monthly stipend of one hundred dollars (\$100) to be paid the first (1<sup>st</sup>) pay period of each month.

The Family Medical Leave Act (FMLA) is applicable for any employee who has worked one full year for the District and allows employees to take up to twelve (12) weeks per year of leave: for his/her own serious illness, a child-care leave, or to take care of a parent or child who is seriously ill and still retain full benefits. Health care coverage will be provided for the employee only, for a period of three (3) additional months after the last day he/she used FMLA benefits, or for six (6) months after he/she is laid off.

**Section 2.** The Board will provide all full-time employees who are members of this bargaining unit with a death benefit of \$30,000, with an accidental death benefit of \$10,000. This benefit shall not be applicable to newly hired employees until they have actually commenced work and shall not be applicable to employees on leave of absence, except that employees on a leave of absence for personal business for ten (10) days or less shall be covered, and except that persons on leave of absence because of the school year (July 1 to June 30) in which they were actually employed.

**Section 3.** The Board will provide Long-Term Disability (LTD) Insurance. The policy shall begin coverage at the end of ninety (90) days of continuous disability and provide benefits until the employee is age 65. The amount of the benefit, including any payments received pursuant to Workers' Compensation, shall be equal to 60% of the employee's weekly income at the time of the disability. This insurance will be purchased by the Board from a carrier company and will be subject to the customary conditions of LTD insurance policies.

**Section 4.** An employee who has been employed by the Board for twenty (20) years or more and retires because of age or medical reasons shall receive a lump sum severance payment equal to 265 hours of pay at the top step of the current wage classification, provided the employee is eligible to receive and has made application to receive a monthly pension from the Michigan Public School Employees' Retirement Fund. The foregoing payment shall not be made in the event of the death of an employee. Any employee who retires and receives the benefit provided in this Section and is subsequently re-employed by the Board shall not be eligible to again receive such benefit upon his/her later retirement.

**Section 5.** The Board shall provide each employee with dental insurance.

**Section 6.** The Board shall further provide each employee with vision insurance.

**Section 7.** The Board shall further provide each employee with prescription drug coverage.

**ARTICLE XXVII – DURATION**

This Agreement shall be in full force and effect from July 1, 2017 through June 30, 2020, and shall continue in effect from year to year thereafter unless written request to modify or terminate is delivered by either party to the other at least sixty (60) days prior to June 30, 2020. A request to modify or terminate shall state the items to be negotiated.

Local 1055 and The School District agree that there will be no wage or benefit reopener for the 2018-19 contract year. (The School District and Local 1055 agree that if any bargaining unit contracts are reopened for wage and benefit discussions in 2018-19, the School District will extend the reopener provision to Local 1055.)

Local 1055 and The School District agree that for the 2019-20 contract year, a wage and benefit reopener will occur if it is determined that the districts audited unreserved fund balance for the year ending June 30, 2019 is in excess of 13%.


An emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district accountability act. Provisions required by this subsection are prohibited subjects of bargaining under the act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Agreed to by the parties signed below:

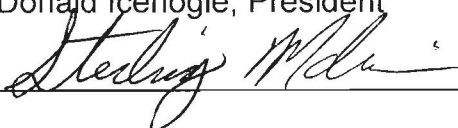
**THE SCHOOL DISTRICT OF THE CITY OF WYANDOTTE**

**LOCAL 1055/COUNCIL 25/AFSCME**

  
Catherine Cost, Ed.D. Superintendent

  
Donald Icenogle, President

  
Sandra White, Director of Finance



  
Bernie Bowers, Director of Operations

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