

2023-2027
MASTER AGREEMENT

between
The American Federation of State, County and Municipal Employees (AFSCME) Local 1630
and

The Clintondale Community Schools Board of Education

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PREAMBLE

THIS AGREEMENT entered into this 14th day of June, 2023 by and between the Board of Education (the "Board" or the "Employer"), of the Clintondale Community School District (the "District"), Macomb County, Michigan, and the International Union of the American Federation of State, County and Municipal Employees, Council No. 25, AFL-CIO, and Local No. 1630, the affiliated local Union, (the "Union" or the "Employees") and expires on June 30, 2027.

WHEREAS:

1. The Michigan Public Employment Relations Act, MCL 423.201 et seq. authorizes collective bargaining between public employers and public employees as to wages, hours, and other terms and conditions of employment; and,

2. The parties, following extended and deliberate collective bargaining, have reached understandings which they desire to incorporate into a formal Agreement;

NOW THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

ARTICLE 1
PURPOSE AND INTENT

A. It is the general purpose of this Agreement to promote the mutual interests of the District, its students, and its Employees, and to provide for the operation of the District under methods which will further, to the fullest extent possible, the safety of the students and the Employees; the cleanliness and efficiency of the schools and equipment; and the protection of property. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

B. Also, the general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, Employees, and the Union.

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

D. The District will post the current Agreement on the current website.

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

ARTICLE 2
RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all maintenance employees, custodial employees, clerical and secretarial employees, cafeteria employees, library

technical assistants (LTAs), instructional assistants, crossing guards, security guards, mentors, technology specialists and generalists, and pupil accountant, but excluding noon aides, supervisors, two (2) confidential secretaries, one (1) confidential clerk, teachers, para-professional employees, and administrators.

ARTICLE 3
MANAGEMENT RIGHTS

The Board, on its own behalf, and on behalf of the electors of the District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including but without limiting the generality of the foregoing rights:

A. To the executive management and administrative control of the school system and its properties and facilities.

B. To establish hiring procedures and qualifications.

C. To establish courses of instruction and in-service training programs for employees and required attendance at any workshop, conferences, and special programs by employees. Mandatory attendance shall be on the employee's regular shift unless the Superintendent or designee specifically waives this requirement due to an employee's unusual and extenuating circumstances.

D. Administrators have District-wide assignment rights to place Instructional Assistants, regardless of seniority status, with meet and confer requirement and express retention of Article 13 (Layoff) rights.

E. To determine the means and methods of maintenance, the selection of materials, equipment, and supplies and their use.

F. The Board and/or its representative may adopt rules and regulations not in conflict with this Agreement.

G. The Board has all the customary and usual rights, powers, functions, and authority of management except those rights, powers, functions, and authority that are specifically modified by this Agreement. This provision shall not preclude nor prohibit the Union from using the Grievance Procedure, provided that the Board is not precluded from raising Article 3 as a defense to a grievance or arbitration. Further, this clause is subject

to the provisions of the Grievance Procedure in Article 9.

ARTICLE 4
STRIKES AND LOCKOUTS

Both parties will abide by all public laws regarding strikes and lockouts.

ARTICLE 5
AID TO OTHER UNIONS

The Board will not aid, promote, or finance any labor group, organization, or individual which proposes to engage in collective bargaining or make any agreement with any such group, organization, or individual for the purpose of undermining the Union.

ARTICLE 6
ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be merged or combined, as prescribed by the law.

B. If the District is combined with one or more districts, the Board shall use its best efforts to assure the continued recognition of the Union and the continued employment of bargaining unit employees in the consolidated districts. Upon the decision to annex, consolidate, or reorganize, procedures for any changes will be discussed with the Union under this Agreement to ensure a smooth transition.

ARTICLE 7
STEWARDS AND ALTERNATE STEWARDS

A. Employees in each Group classification shall be represented by one permanent steward elected from the Group for each shift designated. The Union shall notify the Board, in writing, of the names of the Union's officers and stewards and his/her term of office within thirty (30) days after election. The Union may also designate a Chief Steward/Vice President who may act in place of or in the absence of the steward or President. During overtime periods, the Union President will appoint an alternate steward if necessary. The following list of Group classifications and positions pertains only to steward representation and does not pertain to any other purposes of this Agreement:

1. **Group A Employees**
   Custodial-Maintenance Employees
   Transportation Coordinator
   Heavy Duty Truck Mechanic
   Painter
   Groundskeeper
   Maintenance Apprentice

2. **Group B Employees**
   Cafeteria

3. **Group C, D Employees**
   Secretarial-Clerical, Pupil Accountant
   Library Technical Assistants

4. **Group E Employees**
   Security Guards
   Crossing Guards
   Bus Aides

5. **Group F Employees**
   Instructional Assistants

6. **Group G Employees**
   Mentors

7. **Group H Employees**
   Technology Generalists
   Technology Specialists

B. Employee classifications shall be listed in the Salary Schedule included in this Agreement. Classifications other than those listed in the Salary Schedule may be added as need is determined by the Board at which time vacancies and wage rates will be posted as provided in this Agreement. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union before establishing a classification and rate structure.

C. The President, Vice President, and steward for each classification shall receive copies of grievance responses, notice of leaves of absence, notice of change of positions, transfers and promotions pertaining to Employees within that classification, excluding medical information, confidential, or personal information.

D. The President or designee shall receive an electronic copy of the daily absence sheet listing AFSCME personnel.

ARTICLE 8
SPECIAL CONFERENCES

A. Special conferences for important matters may be arranged between the President or designee and the Board or its designee upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Board and by not more than two (2) representatives of the Local Union, unless additional representation is mutually agreed upon by both parties.

B. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda. Conferences shall be held during normal working hours.

C. This meeting may be attended by a representative of AFSCME Council 25 and/or a representative of the International Union.

D. All proposed supplemental agreements shall be subject to good faith negotiations between the Board or its representative and the Union. Any supplemental agreements resulting from a special conference shall be approved or rejected within ten (10) days following the conclusion of negotiations.

ARTICLE 9
GRIEVANCE PROCEDURE

A. DEFINITION - A grievance shall mean a complaint by an Employee or group of Employees based on an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

B. PROCEDURE - Grievances shall be presented and adjusted according to the following procedure:

STEP 1

If the matter is not resolved informally, a written grievance may be filed by the Union and/or the Employee to the Employee's immediate supervisor within ten (10) work days following the occurrence, which is the basis of the grievance.

Within ten (10) work days after receipt of the written grievance, the Employee's immediate supervisor shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved party and to the Union president or designee.

STEP 2

Within five (5) work days after receiving a reply, if the Employee or the Union still feels aggrieved, he/she may appeal to the Superintendent or designee. The appeal must be in writing. A meeting between the Union or the Employee and the Superintendent or designee will be arranged to discuss the grievance within ten (10) calendar days from the date the grievance is received by the Superintendent or designee.

Within five (5) work days after the date of the meeting at which the grievance was discussed, the Superintendent or designee shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved party and to the Union.

STEP 3

Within five (5) work days after receiving a reply, if the Employee or the Union still feels aggrieved, the Employee or the Union may appeal in writing to the Board Grievance Committee. A meeting between representatives of the Union and the Board Grievance Committee will be arranged to discuss the grievance within seven (7) calendar days from the date the grievance is received by the Board Grievance Committee.

Within five (5) work days from the date of the meeting at which the grievance was discussed, the Board Grievance Committee shall communicate its decision, in writing, together with the supporting reasons, to the Employee and the Union.

STEP 4

If the Board Grievance Committee and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within thirty (30) calendar days after the decision of the Board Grievance Committee. The grievance shall be considered submitted to arbitration when written notice is submitted to the Board by the Union informing the Board of the Union's intent to arbitrate the grievance. If the AFSCME Council 25 internal appeals procedure is invoked, the Board shall grant an extension of the time limits to cover such appeal procedure.

AFSCME Council 25 Arbitration Department shall send a list of arbitrators to the Board to see if the parties can mutually accept an Arbitrator.

If the parties are unable to agree, the grievance will be filed with the American Arbitration Association. In either case, the parties will be bound by the rules and procedures of the American Arbitration Association.

If written notice of the intent to arbitrate is not submitted to the Board Grievance Committee within thirty (30) calendar days after the decision of the Board Grievance Committee, the grievance shall be abandoned, except in any emergency which is beyond the control of the Union.

1. The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of close of the hearing.
2. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
3. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation, or misapplication of a specific article or section of this Agreement has occurred, and he/she shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan General School Laws, the Constitutions of the United States and the State of Michigan, and all other applicable state and federal laws.
4. The Arbitrator shall not usurp the function of the Board or the proper exercise of its judgment and discretion under the Law and this Agreement.

5. If the arbitrability of any grievance is disputed, the Arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the Arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the Arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

6. Notwithstanding any other provision in this Agreement, the Board shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Board, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

7. The decision of the Arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding.

8. The cost of arbitration shall be shared equally between the Board and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

C. INVESTIGATION OF GRIEVANCES - The President shall be allowed up to three (3) hours per work day, when required, without loss of time or pay, and the stewards shall be released upon approval of his/her immediate supervisor, which approval will not be unreasonably withheld, to perform the following:

1. Investigate a grievance.

2. Present a written grievance to the immediate supervisor.

3. Discuss a grievance with the designated representative of the Board and to attend scheduled special conferences, provided he/she has received permission from his/her immediate supervisor to leave his/her job and has made prior contact and/or appointment with the immediate supervisor and/or designated representative of the Board to conduct any of the above three items. Additional time may be allowed without penalty if, in the judgment of the immediate supervisor, work performance will not be impaired.

D. SUPERVISORS - For purposes of the Grievance Procedure only, the following is a list of the designated supervisors for each specific classification:

1. The Director of Operations/designee shall be the supervisor for all Group A and E employees, as well as the secretary assigned to the Building and Grounds department.

2. The Cafeteria Manager/designee shall be the supervisor for cafeteria employees and the cafeteria secretary.

3. The Building Principal/designee shall be the supervisor for secretarial, clerical, non-special education instructional assistants, and library technical assistants (LTAs) employees in his/her building.

4. The Superintendent/designee shall be the supervisor for central office secretarial and clerical employees.

5. The Director of Special Services/designee shall be the supervisor for special education instructional assistants, secretarial, and clerical staff.

6. The Director of Business and Finance/designee shall be the supervisor of all Business Office staff.

7. The designee shall be an Administrator/Supervisor.

E. GENERAL PRINCIPLES

1. The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.

2. The number of days indicated at each level of the grievance procedure should be considered as maximum, and every effort should be made to expedite the grievance process. However, if both parties agree, time limitations may be extended if warranted.

3. As used in this Article, the term "work days" means any day that the District is open for business.

4. It shall be the general practice of all parties in interest to process grievances during times, which do not interfere with assigned duties whenever possible.

5. In the course of investigation of any grievance, representatives of the Union will report to the immediate supervisor of the building being visited and state the purpose of the visit immediately upon arrival.

6. It shall be the continued practice of the Board to assure to every Employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.

7. The Union, recognizing the importance of the Employee's occupation, expects bargaining unit Employees to conduct themselves in all aspects of his/her employment in an ethical and proper manner, and will, upon receipt of notice from the Board or its representatives of any Employee who has abused any privilege granted in this Agreement, exert all reasonable efforts to rectify any abuse.

8. A grievance may be withdrawn at any level of the grievance procedure without prejudice.

ARTICLE 10
COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

ARTICLE 11
DISCHARGE, SUSPENSION, AND REPRIMANDS

A. No Employee shall be disciplined, including reprimand, suspension, demotion, or discharge, with or without pay, without just cause and Union representation, if requested.

B. Discharge or suspension of any Employee may be referred, if requested in writing by the Union, to the Superintendent/Designee. Such written request must be filed with the Superintendent/Designee within three (3)* work days from the date of the discharge or suspension, and the conference shall be held within three (3)* work days from the date the Superintendent/Designee receives the written conference request from the Union. A written

disposition of the conference shall be issued within three (3)* work days from the date of the conference. If the discharge or suspension is not resolved by the conference, the Union may appeal to the second step of the Grievance Procedure within three (3)* work days from the date of the written disposition.

*except in extenuating circumstances

If the discharge or suspension is reversed under the Grievance Procedure, the Employee may receive full compensation for all time lost and full restoration of all other rights and conditions of employment.

C. Any disciplinary action on any subject matter which could be construed as detrimental to an Employee's future promotion, transfer, present or future employment, shall be given to the affected Employee at a conference with his/her immediate supervisor and/or his/her Union representative. A copy of the reprimand or other disciplinary document will be given to the Union President. The Employee may at his/her option be accompanied by a Union representative. If an Employee is not at work, the written reprimand or other disciplinary documents shall be mailed to his/her last known address. For purposes of the Grievance Procedure, the time for filing a grievance concerning written disciplinary action shall commence on the date the written disciplinary document was personally given to the Employee or in the event of mailing, on the third day following the date such document was mailed.

D. Except for records of substantiated unprofessional conduct, a written reprimand and/or letter of counseling shall not be used against the Employee after three (3) years from the date of such written reprimand or letter of counseling, unless that documentation specifically led to an Employee's suspension as part of a progressive discipline procedure. For purposes of this Article, the term "unprofessional conduct" shall be as defined by the Michigan Court of Appeals in *Mino v Clio School District* (2003). Upon request, an Employee may review his/her personnel file during regular business hours.

E. Upon a new Employee's hire, the Superintendent or designee shall provide the new Employee with the website link to District-wide policies. All current department and District-wide policies will be reviewed between Union, Management, and affected departments annually. Any new policies shall be reviewed between Union, Management, and affected Departments after approval by the Board or mandate by Federal, State or Local governmental units.

ARTICLE 12
SENIORITY

A. PROBATIONARY EMPLOYEES - New Employees hired in a bargaining unit position in a group classification shall be considered probationary Employees for the first ninety (90) work days of his/her employment. The probationary Employee shall receive the contractual rate of pay but shall not receive any fringe benefits, L.T.D., or holiday pay during the probationary period. When an Employee successfully completes the probationary period by accumulating ninety (90) work days of employment, he/she shall rank for seniority beginning with the first day of hire.

1. First day in a bargaining unit position shall begin the Probationary Period for a period of ninety (90) work days.

2. If a probationary Employee is absent for any reason (excluding weekends and holidays), those days missed shall be added to his/her start date and the probationary period shall be recalculated.

3. If more than one (1) Employee is hired on the same day, the last four digits of the Employee's social security number will determine placement on the seniority list. The lowest four-digit numbered Employee shall be number one seniority, the next higher number Employee will be number two seniority, and so on, being placed accordingly.

4. This method shall not apply when seniority Employee starts the same day as a new hire in a particular Group, in such case the seniority Employee shall be first.

5. There shall be no seniority among probationary Employees.

6. The Union shall represent probationary Employees for the purposes of collective bargaining as to rates of pay, wages, hours of employment, and other terms and conditions of employment, as set forth in Article 2, except that the Board or its representative will have the right of discharge or disciplinary action involving a probationary Employee without a grievance filed or processed for other than lawful Union activity.

7. The Employer will notify the Union President and Treasurer when new bargaining unit Employees are hired on a permanent basis and when those Employees have completed the ninety (90) day probationary period, except in emergencies. Substitutes shall not acquire or accrue seniority.

B. SENIORITY DISTRICT-WIDE - Seniority shall be on a District-wide basis in accordance with the Employee's first day working in a permanent position, provided minimum qualifications are met and the work can be performed satisfactorily, and Group seniority shall begin on the first day of entering a Group classification which shall prevail for job location, building, shift, and for vacant or open positions within that Group. The application of District-wide seniority shall be for vacant or open positions and for newly-created positions outside of his/her Group.

1. Whenever an Employee is promoted, transferred, or demoted, he/she shall be put on the salary year according to his/her District-wide seniority.

2. Group seniority shall apply to shift changes whenever school is not in session.

C. SENIORITY LIST

1. All Employees shall have at least one District-wide seniority date and at least one Group seniority date.

2. Group seniority shall begin on the first day of employment in a permanent bargaining unit position in a particular Group.

   NOTE: The Human Resources Office shall keep record of a hire date.

   NOTE: Upon leaving a specific Group, seniority will be frozen within that Group. If an Employee returns to a Group with previous seniority, his/her seniority date shall be adjusted to show time worked in that Group.

3. Seniority shall not be affected by the race, sex, marital status, or dependents of the Employee.

4. The seniority list on the date of the Agreement will show the names and job classification of all Employees of the unit entitled to seniority.

5. The Board or its representatives will keep the seniority list up to date at all times and will provide the local Union with an up-to-date copy upon request.

6. Employees within the bargaining unit who have been transferred under Article 13, but who are outside the Group in which the transfer was made, shall be placed at the bottom of the Group Seniority List; however, shall retain District-wide seniority for all other areas of this Agreement.

D. LOSS OF SENIORITY - An Employee shall lose seniority for the following reasons:

1. Employee quits.

2. Employee is discharged and the discharge is not reversed through the grievance procedure in this Agreement.

3. Employee is absent for three (3) consecutive work days without notifying the Board or its representative. In proper cases, exceptions may be made. After such absence, the Board or its representative will send written notice to the Employee at his/her last known address 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 may be referred to the grievance procedure.

4. Employee fails to return from sick leave and leaves of absence at the expiration of such leave.

5. Employee gives a false reason for a leave of absence or engages in other employment during such leave, unless the Employee has been granted a Career Option Leave under Article 18.A.(3).

ARTICLE 13
LAYOFF

A. The word "layoff" means a reduction in the work force due to a decrease of work or of operational funds. When it becomes necessary to reduce the bargaining unit, the

Administration will notify and meet with Union representatives to inform them of the planned reduction.

B. If it becomes necessary for a layoff, the following procedure will be mandatory.

1. Employees will be notified of a lay-off or reduction in his/her work year, work days, or work hours, seven (7) calendar days before the effective date. Bumping must be requested in writing by the affected Employee within five (5) work days from notification. During this period, the laid off Employee shall suffer no loss in wages.

2. The written notice of bumping shall be submitted to the Superintendent's office. After receipt of the written notice, a meeting shall be arranged with the designated representative from the Superintendent's office, the affected Employee(s) and a Union representative to discuss bumping. The reallocation of work or job assignments following a layoff may be accomplished at a meeting, which shall be attended by all affected or eligible Employees within the Group and the Union representative.

3. If Management and the Union agree that a bid meeting is necessary to accelerate the filling of a vacancy or changes within a Group, it shall be scheduled with a minimum of a 48-hour notice, to allow those Employees within that said Group time to review all changes or vacancies.

4. Employees who opt to bump into a position, which is considered a lateral or lower position within his/her own Group, the Employee does not have to qualify. Employees must meet minimum qualifications. Secretaries who bump into a lower or lateral secretarial or clerical position as a result of a layoff shall be deemed to meet the minimum qualifications of the position into which they bump, but such secretaries shall be required to meet the minimum qualifications for any non-secretarial or non-clerical position into which they bump in the secretarial-clerical group including accountant positions. This provision does not apply to ten (10) month Employees when school is not in session.

5. Probationary Employees within the affected classification will be laid off first.

6. Displaced Employees will have the option to accept a lay-off in lieu of accepting a position with less than comparable wages, hours, and/or weeks than the position, from which the Employee has been displaced.

7. The Employee exercising his/her right to bump shall not gain in hours, weeks, and/or wages. For the purpose of determining a gain the following standards shall be used:

   a. Hours – shall be the total amount worked on a regular basis from Sunday through Saturday;

   b. Weeks – shall be the total amount worked on a regular basis from July 1 through June 30;

   c. Wages – shall be the highest year in the wage schedule of the classification.

8. Bumping Procedure

    a. Seniority Employees who have been displaced will have bumping rights within his/her Group first.

    b. If the displaced Employee has accumulated seniority in another Group he/she may exercise his/her right to bump into that Group or accept a lay-off.

    c. If the displaced Employee cannot bump into a position, that Employee is laid-off.

C. Preferential seniority shall be afforded to President and Vice President/Chief Steward, for as long as these Employees serve in these positions.

    1. APPLICATION OF PREFERENTIAL SENIORITY - Once a Preferential Seniority Employee is to be laid off or he/she has been bumped, he/she will bump first to a position with comparable hours with regular seniority. If the "Preferential Seniority" Employee cannot be placed within his/her level/classification using his/her regular seniority, his/her preferential seniority will place him/her into the lowest seniority position with the comparable hours within his/her level/classification.

    2. If the entire level/classification is vacated then the person with Preferential Seniority will bump first in a position with comparable hours with his/her regular seniority. If the Preferential Seniority Employee cannot be placed within this level/classification using his/her regular seniority, then his/her preferential seniority will place him/her to the lowest seniority position with the comparable hours, providing he/she is qualified for the position.

    3. Once the Preferential Seniority has been exhausted by level/classification within his/her own group, the person can use his/her Preferential Seniority to bump into another lateral or lower group, providing he/she is qualified for the position. First using his/her regular seniority to a position with the same or more hours; and if he/she cannot be placed in a position using his/her regular seniority, then placed into the lowest seniority position with comparable hours within the level he/she desires.

D. Employees to be laid off for an indefinite time period shall receive a layoff notice by personal delivery or first-class mail at least seven (7) calendar days before the layoff. The Union President shall receive a copy of the layoff notice by personal delivery or registered mail. The local Union shall receive a list from the Board or its representative of the Employees being laid off on the same date the notices are issued to the Employees. If no positions are available in the laid-off Employee's classification, the laid-off Employee will stay in his/her classification until the layoff becomes effective.

E. Employees who have been laid off shall continue to accrue seniority to an amount, which shall not exceed one (1) year for any (1) one-year period. Upon recall, the seniority, which an Employee has accrued while on layoff, shall not apply to wage schedule placement and fringe benefit eligibility over (1) one year.

F. An Employee's personal leave hours shall be frozen at the time of layoff.

ARTICLE 14
RECALL

A. When the bargaining unit work force is increased after a layoff, Employees will be recalled according to Group seniority, as defined in Article 12.B. Recall notice shall be sent to the Employee at his/her last-known address by registered mail. If an Employee fails to report for work within ten (10) days from the mailing date of the recall notice, he/she shall be considered to be a quit. The Employee is responsible to keep the Board or its representatives notified of his/her correct address. The Union President shall receive a copy of the recall notice by personal delivery or registered mail.

B. If a laid-off Employee has been recalled to a position which is temporarily vacant due to the an Employee's illness or disability, the recalled employee shall receive a 1-day notice to exercise his/her seniority rights or return to lay-off status upon return of the Employee from illness or disability. An Employee is not required to accept a recall for temporarily vacant positions. However, if the Employee does accept, it is understood that the recall is to the position vacated as the result of current Employees using their seniority rights.

ARTICLE 15
TRANSFERS

A. TRANSFER OF EMPLOYEES TO NON-BARGAINING UNIT POSITIONS - If an Employee is transferred to a position within the District which is not included in the bargaining unit, the Employee shall accrue up to one (1) year of seniority while working in the non-bargaining unit position and upon returning to a bargaining unit position, the Employee shall receive credit for the seniority he/she accrued as a bargaining unit Employee/member.

   Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

B. TRANSFERS WITHIN THE BARGAINING UNIT - Transfer shall mean the reassignment of any Employee to any positions not deemed a promotion as provided in this Agreement, and without a reduction in salary, other than shift premium, or an assignment within his/her classification to a different work location or shift. An Employee may request a transfer with a reduction of salary and/or benefits.

   Any transfer from a part-time position to a full-time position shall be subject to a ninety (90) calendar day trial period. This procedure is to determine if the person is qualified to perform full-time employment and any additional requirements as contained within the job description that may be associated with the full-time position or in the case of promotion to determine if the person is capable of performing all duties and functions required in the position.

   Notwithstanding this provision, the Employee's previous benefits shall not be diminished during this trial period.

Written evaluations by the District shall be made on the 25th day, 50th day, and 80th day with the final decision being made on or before the 90th day. Notwithstanding, if after twenty (20) days, the Employee's immediate supervisor determines that the trial Employee does not meet minimum qualifications for the trial position, the supervisor shall meet with the trial Employee and Union representative to discuss the trial Employee's job performance and expectations. If the trial Employee fails to improve on the minimum qualifications the supervisor shall have the right at forty-five (45) days to meet with Union representation and the trial Employee to discuss the disqualification of the trial Employee from the position, and if so disqualified the trial Employee shall revert back to the prior position held.

C. REQUEST FOR TRANSFER - Employees desiring a job transfer to a vacancy or newly-created position within the bargaining unit shall submit such a request in writing within four (4) calendar days after the posting of the vacancy or newly-created position to the Superintendent/Designee. Transfers shall be based on seniority, qualifications, and the ability to perform the work satisfactorily.

D. NEWLY-CREATED POSITIONS, VACANCIES, AND SHORT-TERM HELP ASSIGNMENT:

1. A short-term help assignment is defined as a position lasting from 1 to 30 days, which is necessitated by a temporary increase in workload, which cannot be completed in a timely manner by the regular staff. The administration may hire substitute help to fill short-term help assignments by notifying the Union of the need for such help and the anticipated duration of the assignment before filling the position. The maximum use of such short-term help will not exceed seven hundred (700) hours total in the District per school year. Any additional hours will be mutually agreed on between Management and the Union.

   Laid-off Employees, meaning those not presently working for the District, will be considered at all times for those short-term assignments that are created in his/her classification.

2. Newly-created positions and regular vacant positions, which have not been terminated or eliminated, shall be posted and filled in accordance with the provisions of this Article and Article 16, if applicable. Regular vacant positions, which have not been terminated or eliminated, shall be filled within twenty (20) days if filled by a current Union member or thirty (30) days if filled from outside the unit. These days shall be counted from the date such positions become vacant, subject, however, to the following provisions regarding vacancies, which are due to the excused absences of Employees.

   a. VACANCIES DUE TO EXCUSED ABSENCES OF 30 DAYS OR LESS - Vacant positions which have not been terminated or eliminated and which have been created due to an excused absence shall be filled during the first thirty (30) days or less under Article 15.E (Temporary Assignments), if applicable.

   b. VACANCIES DUE TO EXCUSED ABSENCES OF MORE THAN 30 DAYS, BUT LESS THAN 120 DAYS - If the vacancy referred to in Paragraph (a) above lasts more than thirty (30) days, the positions shall be posted in accordance with this provision as a temporary vacancy for the period between the 30th day and the 120th

day from the date the vacancy commenced. If the person whose excused absence caused the vacancy returns prior to the expiration of the 120 days, the person who has accepted the temporary vacant position shall revert to his/her previous position. Employee(s) who has accepted a position shall receive the hourly rate of pay plus any shift premium of the temporary vacant position at his/her current salary step. The Employee shall not be eligible for any additional benefits (i.e., vacation and health care coverage.)

c. VACANCIES DUE TO EXCUSED ABSENCES LASTING MORE THAN 120 DAYS - If the vacancy referred to in Paragraph (a) above lasts more than 120 days from the date the vacancy occurred due to an excused absence and the position has not been otherwise terminated or eliminated, the vacancy shall be filled as a regular vacancy in accordance with this Article or Article 16 and 18 if applicable.

3. POSTING - All newly-created positions, temporary vacant positions, and other vacant positions which have not been terminated or eliminated, shall be posted in a designated Union information center in each building in the District for a period of four (4) work days before the filling of a newly-created position, temporary vacancy, or vacancy within the bargaining unit. An Employee wishing to apply for posted positions will apply in writing to the Personnel Director's office prior to expiration of posting. If an Employee is accepted for a vacancy or a newly-created position, his/her position will, in turn, be posted as a vacancy and filled from within the bargaining unit, the newly-created vacancy shall, likewise, be posted as a vacancy. Filling of all newly-created, temporary and other vacant positions shall first be based on Group seniority within the Group, then District-wide seniority if outside of Group, and minimum qualifications being met.

4. SUMMER MONTHS NOTIFICATION - During the summer months when school is not in session, notices of vacant and new positions will be e-mailed to all Employees (unless an Employee requests that the notices be sent by regular mail) in the classification in which the vacancy or new position occurred. Employees receiving such notice shall have ten (10) working days from the date of mailing of the notice to apply for the vacant and newly-created position. Employees in other classifications shall be able to receive notice by calling a designated hot line number where such positions will be posted on Thursdays and remain posted for four (4) work days. Employees will have ten (10) work days from the date the notice is first put on the ***HOT LINE*** to apply for the vacant and newly-created position.

HOT LINE – shall be an established phone number with an updated recorded message of all current regular, vacant, or newly-created positions.

5. CALENDAR DAYS – The listing of days set forth in this section is in terms of calendar days, except as otherwise stated.

E. TEMPORARY ASSIGNMENTS - After a position has been vacant for ten (10) work days due to the absence of the Employee regularly assigned to that position, an Employee who has been laid off from the classification and who meets the minimum qualifications for the position (the Employee must be laid off and not working in another classification) shall be recalled to fill the position on a temporary basis. The Employee who is recalled to fill a

temporary vacancy shall receive only the rate of pay for the position and shall not receive any fringe benefits while filling the temporary vacancy. An Employee who is notified of his/her recall to fill a temporary vacancy is not required to accept the recall.

If no laid off Employee is available for recall in accordance with this provision, a temporary assignment for the purpose of filling such vacancy will be granted to the group senior Employee within the group who meets the requirements for such position and performs the same satisfactorily. Such Employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. The position of the Employee who is temporarily assigned to the vacant position may be filled by a substitute or the temporary assignment of another Employee. This Article shall only apply to vacancies lasting thirty (30) calendar days or less.

F. SEASONAL HELP

1. Seasonal Position

a. Shall be posted annually for a term to be agreed on between the Union and the Board before posting.

b. Position(s) will be offered first to Group A Employees. If the number of applicants from Group A does not equal the number of positions required, the remaining openings shall be offered to all bargaining unit Employees/members on the basis of District-wide seniority and qualifications.

c. Position(s) made vacant by these transfer(s) shall be offered up by seniority within Group A. The remaining openings shall be offered to all bargaining unit Employees/members based on District-wide seniority and qualifications.

d. If the need for additional positions still exists after steps b. and c. (above) have been exercised, the Board can hire non-Union personnel to meet its needs.

e. The following are the rates of pay for these positions:

1) Group A Employees shall receive the next highest pay rate for posted position(s) in the "Wages" section of Article 33.

2) All others shall be paid according to the "Wages" section of Article 33 – Classifications for Group A, 6 (Supplemental Pay).

NOTE: Employees in a seasonal position shall retain all rights of previous position.

f. Qualifications for Outside Grounds - Seasonal

1) Have knowledge in operation and maintenance of small engine equipment.

2) Have some knowledge of turf care and athletic field maintenance.

3) Show the ability to learn the operation of tractor-type grass cutting equipment.

4) Maintain a commercial pesticide registered technician's license.

g. Overtime for Outside Grounds - Seasonal

1) Overtime will always be offered to the groundskeeper(s) first.

2) Secondly, to those Union Employees working in the seasonal grounds position(s).

3) Third, to those Employees who qualify for the "Overtime Only" position(s).

4) The use of non-Union help for overtime purposes shall be allowed:

a) After all overtime only applicants have been asked to work, when additional help is needed.

b) If it is a continuation of his/her normal shift for up to one (1) hour.

h. Overtime Only List for Outside Grounds - Seasonal

1) An overtime only list shall be created to allow interested Group A Employees to be offered overtime if additional help is required.

2) This list shall be posted before the start of the Summer Seasonal Outside Grounds Position.

3) Applications shall be in writing, listing all qualifications and experience.

4) The Director of Operations or designee will interview all applicants.

5) This list shall have two areas of need.

A) For those who have experience in the operation and maintenance of small engine equipment and who maintain a valid Michigan driver's license.

B) For those who qualify for the 5) A) conditions and also maintain an appropriate Michigan driver's license and have experience in operating heavy equipment (e.g., tractors, dump truck).

2. Summer Seasonal Custodians

a. Position(s) shall be posted annually for a term to be agreed on by the Union and the Board.

b. All others shall be paid according to the "Wages" section of Article 33 – Classifications for Group A, 6 (Supplemental Pay).

3. Winter Seasonal Snow Removal Help Positions

a. These positions shall be posted annually on an "as needed basis."

b. Positions shall be divided into two (2) separate divisions

   1) Truck and tractor drivers

   2) Hand equipment operator

c. All applicants must maintain an appropriate Michigan driver's license

d. Either division shall receive his/her regular rate of pay.

e. Overtime shall be offered to the Groundskeepers first. All others shall rotate overtime by seniority.

f. When schools are closed due to inclement weather, any Employee called into work for seasonal snow removal help shall receive time and one half (1½) for all hours worked.

ARTICLE 16
PROMOTIONS

A. BARGAINING UNIT PROMOTIONS - Promotions within the bargaining unit shall be made first on the basis of seniority and qualifications of Employees in the group where the vacancy exists, and second, on the basis of seniority and qualifications of Employees within the bargaining unit. When qualifications are equal the promotion shall be granted to the Employee with the highest Group seniority. If the applicant has no Group seniority within the Group, which the promotion exists, District-wide seniority shall prevail with equal qualifications. Employees who promotes to a different group shall be placed at the fifth (5) year wage scale. If the Employee has a benefit package, the benefit package will follow the Employee to the new Group (including leave time, vacation time and longevity).

Promotions shall be subject to a ninety (90) calendar day trial period. This trial period is to determine if the person is qualified to perform full-time employment and any additional requirements as contained within the job description that may be associated with the full-time position or in the case of promotion to determine if the person is capable of performing all duties and functions required in the position.

Notwithstanding, the Employee's previous benefits shall not be diminished during this trial period.

Written evaluations by the District shall be made on the 25th day, 50th day, and 80th day with the final decision being made on or before the 90th day. Notwithstanding, if after twenty (20) days, the Employee's immediate supervisor determines that the trial Employee does not meet minimum qualifications for the trial position, the supervisor shall meet with the trial Employee and Union representative to discuss the trial Employee's job performance and expectations. If the trial Employee fails to improve upon the minimum qualifications, the supervisor shall have the right at forty-five (45) days to meet with Union representation and the trial Employee to discuss the disqualification of the trial Employee from the position, and if so disqualified, the trial Employee shall revert back to the prior position held.

Employees from within the bargaining unit who have been granted a promotion but who are outside the Group in which the vacancy exists shall enter the seniority listing of the group from the first day of employment in the Group. However, Employees shall retain District-wide seniority for all other areas of this Agreement. If the Employee leaves the Group, his/her group seniority will be frozen within the Group.

Job vacancies will be posted for a period of four (4) work days, setting forth the minimum requirements for the position in a designated Union information center in each building. Employees within the bargaining unit interested shall apply within the four (4) work days of posting period. The Employee applying for the promotion and who meets the minimum requirements shall be granted a trial period of ninety (90) calendar days, excluding vacations, and personal leave days. Employees working less than 52-weeks shall be granted a trial period of ninety (90) calendar days, excluding summer break, vacation, and personal leave days to demonstrate his/her ability to perform the job satisfactorily under the duties and qualifications of the job description.

B. MAINTENANCE POSITIONS - The Board will have three (3) levels of maintenance personnel, with the minimum employment of two maintenance personnel in Level (1); two maintenance personnel in Level (2); and, one Maintenance Foreman in the Level (3) position. (See job description for duties and qualifications.) If no bargaining unit Employee has the qualifications to promote into the open level of a maintenance position, the Board will have the right to fill the Level from outside the bargaining unit to the general public.

   1. Pre-qualifications - Level 1 will have a pre-qualification test consisting of 25 questions at four (4) points per question, with a minimum of a 76% passing rate to qualify for the Level (1) Maintenance position. The test will be prepared by Union and Management. The senior applicant receiving a 76% or better score on the test will have the right to the promotional ninety (90) calendar day trial period.

C. HEAVY-DUTY TRUCK MECHANIC POSITION - The Board may employ one Certified State of Michigan Certified Heavy-Duty Truck Mechanic according to the negotiated job description.

D. REASONS FOR DENIAL OF PROMOTION - If the senior applicant is denied the promotion, reasons for the denial shall be given in writing to the Union President.

E. TRIAL PERIOD - The Employee shall have the opportunity to revert back to his/her former position. If he/she returns voluntarily, he/she shall not be permitted to bid again under Article 16, until all Employees within the classification affected have been given the opportunity to bid for the new vacant position. If the Employee is unsatisfactory in the new position, the Board or its representative shall submit notice and reasons to the Union in writing with a copy to the Employee.

   During the trial period, Employees will receive the pay rate of the job he/she is performing.

F. TEMPORARY PROMOTION - Employees working in a higher classification, based on seniority and qualifications, shall be paid the rate of the higher classification. This

circumstance is not to be used by the Board or its representative to take advantage of an Employee or used by an Employee to prohibit the performance of his/her duties.

NOTE: When an Employee voluntarily promotes to a position within the bargaining unit and within two (2) years thereafter voluntarily demotes to another Group, the Employee shall enter the demotion level position at a wage level equal to the same pay schedule that the Employee would have been at had the Employee not previously promoted.

ARTICLE 17
VETERANS

Any Employee who enters into active service in the Uniformed Services of the United States, upon the termination of such services shall receive all rights provided by law.

ARTICLE 18
LEAVES OF ABSENCE

The Board or its representative may, upon written application, grant a leave of absence for a period not to exceed one (1) year, without loss of seniority, in accordance with the following provisions:

A. LEAVES OF ABSENCE WITHOUT PAY

1. CHILD CARE LEAVE - A child care leave of absence shall be granted to any Employee for a period not to exceed one (1) year without pay and without fringe benefits for the purpose of caring for the Employee's child or children, subject to this Article. Eligible Employees may make arrangements to pay the premiums for the Employee's health, dental, vision, and life insurance benefits through the Employer at the prevailing group rates, provided such an arrangement is acceptable to the insurance carriers.

2. UNION LEAVES OF ABSENCE - Union members who are elected or appointed to positions by the Union which require the Employee to leave his/her employment with the District may, upon request, receive a temporary leave of absence without pay and benefits for a period not to exceed one (1) year, with that leave to be renewable for one (1) additional year upon application to the Board.

3. CAREER OPTION LEAVE - A career option leave of absence may be granted to any Employee for a period not to exceed one (1) year without pay and without fringe benefits for the purpose of seeking alternate career opportunities outside of the District, subject to this Article.

4. UNIFORMED SERVICES LEAVE OF ABSENCE – A leave of absence without pay and benefits for service in the Uniformed Services shall be granted to full-time Employees in accordance with the applicable state and federal laws.

B. MEDICAL LEAVE OF ABSENCE - Any Employee who has been absent from his/her position for one hundred-twenty (120) consecutive calendar days for medical or disability reasons shall on or before the one hundred-twentieth (120th) day apply for a medical leave of

absence in accordance with this Article. At the time of application, the Employee shall submit a physician's statement to substantiate need for continued absence. Employees returning from a medical leave of absence shall submit a physician's statement authorizing his/her return to work at the time his/her written notice of intent to return is filed. Upon mutual agreement between Management and Union, the Employee will have the right to try to return to the same position up to one week without any loss or gain of benefits. Opportunities, subject to the provisions of this Article.

C. FAMILY AND MEDICAL LEAVE - An eligible Employee will receive up to twelve (12) weeks of Family and Medical Leave during any (12) month period in accordance with the Family and Medical Leave Act of 1993 (FMLA). Medical documentation must be provided as well as FMLA forms completely filled out as provided by the Superintendent's Office and/or designee.

   All requests for such leave will be submitted to the Human Resources office. If the need for leave is foreseeable, advance notice of thirty (30) days shall be provided before the start of the FMLA leave. If it is not possible for the Employee to provide thirty (30) days' advance notice, the Employee must provide as much as is practical. Proper certification of the reason for the leave must be provided.

   The Employee may opt to use available accrued vacation and/or leave time for all or part of the duration of the FMLA leave, but any balance of time shall be without pay.

D. CONFERENCE LEAVE – The Union President or designee shall be allowed fifteen (15) days per school year without loss of time or pay to attend Union conferences, educational conferences, or cooperative endeavors along with Management upon written request.

   In addition, the President and Vice President/Chief Steward will be allowed up to three (3) hours per week for Union business upon notification to his/her immediate supervisor.

   The Union shall reimburse the District on a current basis those sums paid to the Retirement Board for the employees' released time.

E. LEAVE OF ABSENCE WITH PAY CHARGEABLE AGAINST THE EMPLOYEE'S ALLOWANCE FOR LEAVE HOURS

   1. Five (5) days of the Annual leave day allowance may be used for a critical illness in the Employee's immediate family, defined as parent, spouse, children, sibling.

   2. Two (2) days of the annual leave day allowance may be used for an emergency illness in the Employee's family, where such illness requires the Employee to make arrangements for necessary medical and/or nursing care.

   3. One (1) day of the annual leave day allowance may be used for attendance at the graduation of a child or spouse except when travel requires additional time.

F. LEAVE OF ABSENCE WITH PAY NOT CHARGEABLE AGAINST THE EMPLOYEE'S ANNUAL ALLOWANCE FOR LEAVE DAY

1. Six (6) days per school year may be used for a death in the immediate family, as defined in Section E.1. of this Article. Three (3) days of the six (6) days per school year may be used in the event of the death of a grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, or step-parent, or step-child.

2. Court appearances connected with the Employee's employment with the District, including school proceedings to which the Employee has been subpoenaed.

3. Employees will not be charged leave hours due to absence from his/her job for reason of illness definitely established as contracted as a result of his/her employment, from the following list:

a. Mumps	f. Impetigo
b. Measles	g. Rubella
c. Chicken Pox	h. Head Lice
d. Scarlet fever	i. Scabies
e. Ringworm	j. Pink eye (conjunctivitis)

Physician statement shall be submitted to the immediate supervisor as soon as possible.

G. JURY DUTY – Employees covered by this Agreement who serve on jury duty during his/her work year shall be paid the difference between his/her pay for jury duty and his/her regular pay for each of his/her work days served on jury duty in the following manner: While on jury duty, the Employees shall pay his/her jury duty pay to the District and will, in turn, receive his/her normal pay. If the Employee's jury duty pay exceeds the Employee's regular pay, the Employee shall retain jury duty pay and not receive his/her regular normal pay while on jury duty.

H. LEAVE REQUEST PROCEDURE – Employees desiring a leave of absence in accordance with this Article shall apply to the Board or its representative at least thirty (30) calendar days before the effective date of the leave, except in emergencies, and shall specify the facts and reasons for the leave. Any unpaid leave of absence may be extended in one (1) year increments upon approval of the Board.

I. RETURN FROM LEAVE – Upon return from a leave of absence, the Employee shall be assigned to the same position in which he/she previously worked. When an Employee returns from a Workers' Compensation Leave or a Medical Leave, he/she shall return to his/her position held before going on this leave and all Employees who transferred because of said leave shall revert back to his/her former position(s). The above standards shall apply to Employees on Workers' Compensation for up to two (2) years from the leave date and for Medical Leave for up to one (1) year from the leave date.

If time has elapsed as prescribed above, then the Employee returning from leave shall exercise his/her bumping rights as prescribed in Article 13.

When an Employee returns from any other kind of approved leave besides those mentioned in Article 18.C., he/she shall exercise his/her bumping rights as prescribed in Article 13 (excluding Family and Medical Leave Act).

To prevent a lengthy bidding process, a bid meeting will be held within thirty (30) days before the Employee's return whereby all affected positions will be bid by seniority. The Superintendent, the President, the involved stewards, and all Employees or their designees in the Group classification who have the same or less seniority than the returning Employee will be present at said meeting.

If the returning Employee's position has been eliminated, a bid meeting will be held as outlined in this Article.

With the exception of a "Medical Leave" and a "Workers' Compensation Leave", no Employee shall return to work before the expiration of his/her leave unless the Board or its representative has consented to such early return from the leave. Employees returning from a "Medical Leave" or "Workers' Compensation Leave" shall return upon submission of a physician's statement regarding the Employee's ability to perform his/her work duties. Any Employee who fails to return from a leave of absence shall lose his/her seniority and his/her employment shall be terminated.

The District reserves the right to send an Employee returning from medical leave or Workers' Compensation leave to a physician of the District's choice for review of the Employee's ability to perform his/her work duties at no cost to the Employee.

If there is a conflict of physician's statements, the parties will agree to the selection of a third physician with the cost divided between the Employee and the District, if not in conflict with the existing insurance policy or coverage.

J. GENERAL PROVISIONS - Unless otherwise indicated, all leaves of absence shall be subject to the following provisions:

1. All extended leaves of absence shall be limited to one (1) year.

2. Employee's seniority will be frozen after one (1) year of any leave (excluding Workers' Compensation Leaves which shall be two (2) years).

3. Leaves of absence shall not be granted to enable the Employee to realize financial gain with the exception of an approved Career Option Leave of Absence granted in accordance with Section A.3. of this Article.

4. Salary increments shall not accrue during a leave of absence.

5. Accumulated leave days shall be maintained during a leave, but shall not accrue or increase.

6. An Employee's eligibility for a leave of absence, with the exception of childcare leaves of absence, shall be based upon a minimum of one (1) year of employment in the District.

Employees shall be eligible for a childcare leave of absence after six (6) months of continuous employment in the District.

7. Written notice of intent to return from a leave of absence or resign shall be given to the Superintendent or his/her designee thirty (30) days before the expiration of the leave (exclusive of the Family and Medical Leave Act.)

8. The granting of a leave of absence, with the exception of uniformed services leaves, is subject to the Board's ability to secure qualified replacements.

9. All requests for extended leaves must be submitted to the Human Resources office thirty (30) days before the leave's commencement date.

10. Whenever a question of health, safety, or welfare of an Employee exists or is perceived by management to exist, upon the request of the Superintendent or designee, that Employee shall submit a physician's statement regarding the Employee's ability to perform his/her work duties and/or any restrictions required for the health, safety, or welfare of the Employee.

11. Except as otherwise provided in this Article, all leaves of absence shall be without pay and without fringe or insurance benefits. A medical leave of absence shall be without pay (except workers' compensation benefits or income protection benefits, when applicable, and subject to this Agreement), but the following designated fringe or insurance benefits shall be provided to the Employee during the medical leave of absence for a period not to exceed one (1) year, provided that the Employee was otherwise eligible for and was receiving such benefits prior to the leave of absence: Medical Insurance, Life Insurance, Optical Insurance, and Dental Insurance pursuant to the provisions of Sections A, B, C, and D of Article 25.

ARTICLE 19
LEAVE DAYS

A. YEARLY ALLOTMENT - A yearly allotment of Leave days/hours will be given on the 1st day of July of each year. Leave days shall be granted to Employees by classification in accordance with the following schedules below.

Personal leave time shall be credited to the Employee's account as of July 1 of each school year and that time shall be deemed earned monthly at the applicable number of annual days pro-rated monthly. If an Employee terminates employment for any reason before earning all personal leave time credited to his/her account on July 1 for the school year, the Employee's last paycheck shall be adjusted to reflect reimbursement to the school for any personal leave time used, but unearned.

For informational purposes accumulated leave time shall be listed on an Employee's check quarterly (September 1, December 1, March 1, and June 1).

1. All 52-week Employees shall receive annually:

0 thru 90 days	No leave days
91 days thru 1st	1 day per month
START of 2nd	11 days per year
START of 3rd year	12 days per year
START of 4th year	13 days per year
START of 5th year	14 days per year

NOTE: All days shall be equivocated to hours as per individual regular shift. An Employee whose work weeks exceed forty-five (45) shall receive personal leave days pro-rated from the fifty-two (52) week schedule.

2. Secretarial, Clerical, Instructional Assistants, Library Technical Assistants (LTAs), Mentors and Security Guards, Employees who work forty (40) to forty-five (45) weeks per school year and Cafeteria Employees who work four (4) hours or more per day shall receive annually:

0 thru 90 days	No leave days
91 days thru 1st	7 days per year
START of 2nd	9 days per year
START of 3rd year	10 days per year
START of 4th year	11 days per year
START of 5th year	12 days per year

NOTE: All days shall be equivocated to hours as per individual regular shift.

3. Cafeteria Employees who work less than four (4) hours per day shall receive annually:

0 thru 90 days	No leave days
91 days thru 1st year	6 days per year
START of 2nd – 4th	7 days per year
START of 5th year	8 days per year

4. **NOTE**: All days shall be equivocated to hours as per individual regular shift. Crossing Guards shall receive annually beginning the first day of work each school year:

0 thru 90 days	No leave days
91 days thru 3rd year	6 days per year
START of 4th year	7 days per year
START of 5th year	8 days per year

NOTE: All days shall be equivocated to hours as per individual regular shift.

5. Any Employee having worked a 52-week work schedule shall receive the benefit package for a 52-week Employee. Any Employee having worked a 40-45 week schedule shall receive the benefit package for a 40-45 week Employee. A seasonal help work schedule

shall not be considered in computing either a 40-45 week work schedule for a 52-week work schedule.

6. Leave Day/Hour allotment may be accumulated to 100 days or 800 hour maximum for all groups.

B. REDEMPTION OF ACCUMULATED LEAVE DAYS - After eight (8) years of employment with the District, an Employee may annually redeem any unused leave days over thirty-five (35) days and/or over sixty (60) days at the following rates:

1. Over thirty-five (35) days, the redemption rate shall be fifty (50%) percent of the Employee's daily rate per unused leave day.

    a After eight (8) years of employment with the District and upon severance of employment in good standing, any Employee may redeem all unused leave days at fifty (50%) percent of the Employee's daily rate per unused leave day up to one hundred (100) days. If an Employee dies, his/her beneficiary shall receive any unused leave days on a pro-rated basis accrued during the fiscal year.

C. GENERAL PROVISIONS

1. Leave Days /Hours

    a. If an Employee is absent for three (3) consecutive work days for reasons of illness or physical disability, the Superintendent or designee may request the Employee to furnish a written statement from his/her physician, verifying the illness and the anticipated length of absence. For a prolonged illness, the Superintendent or designee may request additional statements from the Employee's physician as deemed necessary.

    b. Requests for extended leave must be submitted (3 consecutive days or more) to and approved by the Superintendent or designee. A statement from the Employee's physician may be required at any time, and the Board, at its own expense, may require the Employee to submit to a physical examination by a specialist designated by the Board to determine whether leave is warranted.

    c. The position of an Employee who has exhausted his/her leave days will be held open as long as it is possible to do so without interference with normal school functions or so long as an unfair burden is not placed upon the Employee.

    d. A leave day will be granted the last scheduled work day immediately before and the first scheduled work day immediately after holidays and vacation days with prior written approval of the immediate supervisor.

ARTICLE 20
WORK HOURS, STANDARD WORK WEEK, AND OVERTIME

A. WORK HOURS and STANDARD WORK WEEK - The work hours and standard work week for Employees in each respective classification shall be as follows:

1. Custodial, Maintenance, and Technology Employees - The regular work week shall consist of forty (40) hours per week, consisting of five (5) eight (8) hour days, with thirty (30) minutes allowed for lunch not included in the eight (8) hour day.

2. Secretarial, Clerical Employees, Instructional Assistants, Mentors and Library Technical Assistants (LTAs) - The regular work week shall consist of thirty-seven and one-half (37-1/2) hours per week consisting of five (5) seven and one-half (7-1/2) hour days.

3. Cafeteria Employees - The regular work week and hours for cafeteria Employees may be less than the standard work week and work day. Hours of employment for such Employees shall be those necessary for the adequate performance of the school lunch program. Head cooks, second cooks, and helpers who are assigned to work three and one-half (3-1/2) or more hours per day will be allowed to work when assigned on two (2) teacher in-service days each school year.

   Management and Union agree that the present rotation system is to continue and agree to bid procedures under seniority and qualifications for the cafeteria helpers, cashiers, ala carte, serving lines, and dishwasher.

   Extra time hours and special event hours will be kept on two (2) separate lists. The purpose for maintaining two (2) lists is to give all cafeteria Employees equal opportunity to work extra time provided his/her hours do not conflict with the regular scheduled job. Refusal will be charged to the Employee.

4. Crossing Guards and Security Guards - The regular work week and work day shall be determined by the Employee's immediate supervisor.

5. Regular part-time Employees mean those Employees who work less than six (6) hours per day and less than the school year, as set forth in this provision, on a regular basis, either forty (40) through fifty-two (52) weeks per year. The applicable wages for such Employees shall be pro-rated based on the number of hours worked. In addition, regular part-time Employees who are assigned to work thirty (30) or more hours per week shall receive the applicable fringe benefits for the classification in which they are working.

   This provision shall not be used to split a regular full-time position, which has not been otherwise terminated, eliminated, or reduced in hours by the Board. This provision applies to positions, which are restored after being terminated or eliminated among two (2) or more regular part-time Employees.

   This provision does not apply to cafeteria Employees or crossing guards.

B. OVERTIME/EXTRA HOURS:

1. Any hours worked after forty (40) hours in any one (1) week and all hours worked on Saturday shall be compensated for at the regular rate of one and one-half (1-1/2) times the regular hourly rate. Any hours worked on Sundays or holidays shall be compensated for at the rate of two times (double time) the regular hourly rate in addition to holiday pay.

2. Overtime/Extra Hours for secretarial, clerical employees, instructional assistants, and library technical assistants (LTAs) shall be paid after forty (40) hours in any one (1) week at the rate of one and one-half (1-1/2) times the regular hourly rate. Time worked on Saturdays, Sundays, and holidays shall be compensated as provided above.

3. Overtime/Extra Hours will be on a rotating basis by seniority to equalize overtime hours whenever possible within job classifications. After an Employee has been absent for four (4) consecutive weeks (twenty (20) work days), that Employee shall be rotated on the overtime list and charged with overtime hours occurring during the period of consecutive days of absence following the four (4) week period. This provision shall not apply to Employees who are on vacation or to the summer period for Employees who are not scheduled to work during that period.

   *Substitutes working overtime, Union and Management must mutually agree before any overtime hours worked.

   *Substitute means anyone who replaces an Employee who is absent from his/her normal duties.

4. Overtime/Extra Hours will be distributed by building; however, if no building Employee is available, overtime may be distributed on a District-wide basis.

   a. High School/Administration
   b. Santilli Library Complex/Middle School
   c. Community Center/Auditorium/Pool**
   d. McGlinnen Elementary
   e. Parker Elementary
   f. Rainbow Elementary

   ** (Certified Pool Operator shall have exclusive rights for Pool Overtime).

   NOTE: If an Employee works in a position that consists of two (2) or more buildings, the building in which his/her normal scheduled hours are greater shall be the building for tabulating overtime. If the hours are the same, then the building in which the shift starts shall be considered his/her building. The other building(s) shall then become the secondary building(s). The Employee shall only be asked to work overtime in a secondary building if everyone in the building has refused to work the overtime or a need for additional help is deemed necessary.

5. For the purposes of computing overtime to be paid for Saturdays, Sundays, and holidays, a shift which covers two (2) calendar days (third shift) shall be treated as worked on the day on which the shift begins, provided this work period is part of the normal forty (40) hour week.

6. EXTRA HOURS AND OVERTIME RECORDS - The Board will continue to keep hourly records and extra hours records for all bargaining unit Employees. The Union President/designee may request a copy of overtime hours and extra hours every thirty (30) days.

7. Notice of Scheduled Overtime (Custodial, Technology, Maintenance) – Subject to the following provisions and except in emergencies, custodial and maintenance Employees shall be notified of scheduled overtime before the scheduled lunch break occurring during his/her previous day's shift.

   a. This provision shall not apply to call-in situations or to snow removal.

   b. Custodial and maintenance Employees will not unreasonably refuse to accept overtime if notice of overtime is not provided in accordance with the above provision.

   c. If notice of overtime is not provided in accordance with the above provision and the overtime is refused by a custodial or maintenance Employee, the overtime will not be charged against the Employee.

8. CALL-IN PAY - Employees covered by this Agreement who are called in to work before or after his/her regular shift shall receive a minimum of two (2) hours pay for two (2) hours or less work, subject to the following:

   Call-in pay shall not apply to the extension of the Employee's normal shift nor shall it apply when an Employee is required to report to work two (2) or less hours prior to the beginning of a shift. Employees may be assigned work for the entire two (2) hour call-in period. If the Employee is not assigned to work the entire two (2) hours, the Employee may leave work and shall receive the two (2) hours call-in pay.

C. SHIFTS:

1. All Employees scheduled for and commencing work between the hours of 4:00 a.m. and 10:59 a.m. shall be on the first shift.

2. All Employees scheduled for and commencing work between the hours of 11:00 a.m. and 6:59 p.m. shall be on the second shift.

3. All Employees scheduled for and commencing work between the hours of 7:00 p.m. and 3:59 a.m. shall be on the third shift.

4. Starting times of Employees will not be scheduled for the purpose of avoiding the payment of shift premium.

5. Employees are expected to be at his/her regularly assigned building or department at his/her scheduled starting times. Employees are not to leave his/her work stations before quitting time without permission of his/her immediate supervisor (excluding lunch break).

D. SPECIAL EVENTS - When a special event or function is requested to be held at any District facility and is granted by the Director of Building and Grounds/designee, a waiver request, if deemed necessary by this Director of Building and Grounds/designee, should be sent to the appropriate supervisor and groups Steward. The waiver request should be in the hands of the said supervisor and Steward no later than two (2) weeks before the event takes place. The waiver request should contain the following information:

1. Where and when the event is to take place (include date and starting time and ending time).

2. What facilities are to be used and what equipment/utensils are to be used.

3. If people are serving food he/she must have current required health tests.

4. The number of Employees needed will be determined jointly by the supervisor and the Steward.

5. All events are to be listed on the Building Use Schedule and a copy sent to the appropriate Steward.

ARTICLE 21
HOLIDAYS

A. 52 week Employees – The following days each year are recognized as holidays with pay for permanent personnel only, who have worked the scheduled work day immediately prior to, and the scheduled work day immediately after the holiday:

a. New Year's Day
b. Martin Luther King Day
c. Presidents' Day
d. Good Friday
e. Memorial Day
f. Juneteenth
g. Fourth of July
h. Labor Day
i. Day Before Thanksgiving (replaces Easter Monday)
j. Thanksgiving Day
k. Day after Thanksgiving
l. Christmas Eve Day
m. Christmas Day
n. New Year's Eve Day

B. Less Than 52 Week Employees – The following days each year are recognized as holidays with pay for permanent personnel only, who have worked the scheduled work day immediately prior to and the scheduled work day immediately after the holiday:

a. New Year's Day
b. Martin Luther King Day
c. Presidents' Day
d. Good Friday
e. Memorial Day
f. Juneteenth
g. Labor Day
h. Day Before Thanksgiving (replaces Easter Monday)
i. Thanksgiving Day
j. Day after Thanksgiving
k. Christmas Eve Day
l. Christmas Day
m. New Year's Eve Day

C. GENERAL PROVISIONS:

1. Employees are to receive holiday pay on the basis of his/her regular pro-rated wage rate at the time of the holiday.

2. When a holiday falls on a Thursday, Friday shall be part of the holiday.

3. Should a holiday fall on a Saturday, Friday will be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.

4. If a person is absent before or after a holiday on a day which is a scheduled work day, he/she must submit written evidence of medical illness or he/she shall not be paid for the holiday or holidays. In extenuating circumstances, exceptions may be made by the Superintendent or designee, if documented evidence is furnished by the Employee per Article 19.C.e.

5. Any holiday changed by state or federal government shall be adjusted accordingly. If a conflict with the school calendar occurs on any holiday, the holiday will be re-scheduled by mutual agreement between the Union and Superintendent or designee so that all holidays during the scheduled school calendar are recognized on the same days by all Employees of the District.

ARTICLE 22
VACATIONS

A. SCHEDULES – Employees shall be eligible to receive accrued vacation benefits in his/her respective classifications after attaining seniority and shall earn credits toward vacation for a fiscal year July 1st to June 30th in accordance with the following schedule.

Vacation days will be accumulated and tabulated by hours. Vacation day hours will be earned on a monthly basis and awarded on the first day of each month.

For all eligible Employees, twenty-four (24) hours will be advanced on July 1st of each year. Use of personal time will be allowed on an hourly basis; however, use of vacation time will only be allowed in four (4) hour or full day increments.

An Employee shall earn credits towards vacation with pay in accordance with the following schedule, based the fiscal year, July 1st through June 30th.

1. ALL 52-WEEK EMPLOYEES – An Employee shall be eligible to receive accrued vacation benefits after attaining seniority employment as a full-time permanent, twelve (12) month classified Employee.

   a. Fifty-two (52) week Employees shall be eligible to receive accrued vacation benefits after attaining seniority employment as a full-time, permanent, twelve (12)-month classified Employee.

0 thru 90 days	0 days
91 days thru 1st year	½ day per month
START of 2nd year	8 days per year
START of 3rd - 5th year	10 days per year
START of 6th year	15 days per year
START of 11th year	18 days per year
START of 16th year	20 days per year
START of 21st year	21 days per year
START of 26th year	22 days per year

NOTE: An Employee whose work weeks exceed forty-five (45) weeks shall receive, vacation days pro-rated from the fifty-two (52) week vacation schedule.

2. Cafeteria Employees, Adult Education Clerk, and Crossing Guards who work less than six (6) hours per day - no vacation with pay.

3. Cafeteria Employees, and Security Guards, who work six (6) hours or more per day shall be eligible to receive vacation with pay per Employee's work schedule.

0 thru 90 days	0 days
91 days thru 1st year	½ day per month
START of 2nd year	5 days per year
START of 3rd - 5th year	6 days per year
START of 6th year	8 days per year

A. GENERAL PROVISIONS:

1. Vacation days will be taken, providing that such scheduling does not interfere with the operation of the department concerned. Upon the written approval of the Superintendent or designee, exceptions to this provision may be granted.

2. When a holiday is observed by the Board during a scheduled vacation, the vacation of the Employee will be extended one (1) day continuous with the vacation.

3. If an Employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, the Employee may, upon certification of such illness, elect to use leave days in lieu of his/her vacation. The Employee's vacation will then be rescheduled.

4. A vacation may not be carried over by an Employee without the written approval of the Superintendent or designee. The maximum number of vacation days that may be carried over upon approval is five (5) days for a period not to exceed one (1) year. During the one (1) year period, the Employee may be paid the five (5) days, which have been waived in lieu of taking those five (5) days as vacation days upon the written approval of the Superintendent or designee.

5. An Employee will be paid his/her current rate of pay, based on his/her regular scheduled pay while on vacation and will receive any benefits provided for in this Agreement.

6. If an Employee is laid off, resigned, or terminated from a permanent or temporary position, he/she will receive any unused vacation credit, including that accrued in the current fiscal year. If an Employee dies, his/her beneficiary shall receive any accrued vacation days including those accrued in the current fiscal year.

7. Vacations will be granted at such times during the year as suitable to the efficient operation of the Employee's department and in consideration of his/her wishes, provided his/her request is submitted to the Superintendent or designee fifteen (15) days, except in cases of emergency as determined by the Superintendent or designee, prior to the anticipated vacation.

8. An Employee will be paid his/her current rate based on his/her scheduled pay while using paid vacation days and will receive credit for any benefits provided for in this Agreement.

9. Custodial and maintenance Employees shall be eligible to use vacation days over the Christmas break period when school is not in session, subject to the following:

    a. This provision shall not apply and vacations may be canceled in cases of emergency.

    b. Adequate building coverage must be maintained.

    c. The Board has the right to have up to five (5) custodial Employees and one (1) maintenance Employee on the job during applicable working hours (excluding holidays) during this time period. Notwithstanding all regularly-scheduled Employees have the option to work during this time.

       If additional Employees are deemed necessary to work during this time period, the Employer shall notify the Union in writing, on or before November 1st of said need and reasons thereof, prior to scheduling required staff.

    d. Vacation days used by an Employee under this provision shall be credited against the vacation days an Employee has earned under Section A.1., and these days shall not be in addition to the days provided under the vacation schedule.

    e. The determination of which Employee may use vacation days under this Section shall be on a seniority basis.

    f. An Employee affected by layoff may, in writing, to the Superintendent or designee, freeze his/her vacation time at the date of layoff.

ARTICLE 23
UNION INFORMATION CENTER

The Board will provide a designated section of a bulletin board in each building designated as a Union information center, which may be used by the Union for posting the following:

1. Notices of Union elections
2. Notices of Union recreational and social events

3. Notices of Union meetings
4. All postings and other Employee information will be posted in the designated Union information center of each individual building.

The Union President and one (1) Union designee shall have access to the District's email system to communicate with bargaining unit employees regarding Items 1-3 above. The use of the District's email system shall comply with the District's acceptable use policy.

ARTICLE 24
INSURANCE

A. All Employees who work thirty (30) hours or more per week shall be entitled to an insurance plan comparable to the one in place on June 30, 2015. The Board shall pay the statutory caps for the Employees' medical benefit plan as provided in the Publicly Funded Health Insurance Contribution Act, MCL 15.163. As provided in that law, the Board may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee. The parties will form a Health Insurance Committee to review and recommend insurance options for bargaining.

   Employees who do not qualify for a benefit package, may purchase benefits through the current provider at their own expense.

   The above coverage shall consist of these additions:

   - Group Life Insurance - as outlined in section B
   - Optical Insurance - as outline in section C
   - Group Dental Insurance - as outlined in section D
   - Long Term Disability Insurance - as outlined in Article 26

B. LIFE INSURANCE -The Board will pay the full cost of a group life insurance policy in the face amount of thirty thousand ($30,000) dollars, which shall provide coverage for accidental death in the aggregate amount of sixty thousand ($60,000) dollars and for dismemberment (according to the terms of the policy), in an amount not to exceed thirty thousand ($30,000.00) dollars, for Employees who work thirty (30) or more hours per week.

   Employees who work less than thirty (30) hours per week, at his/her option, shall be eligible to participate in the above group life insurance program with the cost of participation to be shared between the Board and the Employee on a pro-rated basis.

   Each retired Employee shall be insured for an amount equal to twenty-five percent (25%) of the amount in force prior to retirement not to exceed ten thousand dollars ($10,000.00). Coverage for retired Employees shall cease at age seventy (70).

C. OPTICAL INSURANCE – The Board shall pay for an eye care optical program for all full-time Employees who work thirty (30) or more hours per week and his/her families. Employees who work less than thirty (30) hours per week shall receive this benefit on a pro-rated basis.

D. DENTAL INSURANCE – The Board will pay the full costs of a group dental insurance plan, which includes an 80/80/1500 Dental coverage, fifty percent (50%) orthodontic rider, for Employees who work thirty (30) or more hours per week, subject to the terms of the policy.

E. Employees who work less than thirty (30) hours per week and elect to receive optical, life, and/or dental insurance shall do so on a pro-rata basis. The Employee's share for the cost of coverage shall be paid on September 1 of every school year. If an Employee is unable to pay the full amount on September 1, arrangements will be made so that the Employee's portion is paid in full by June 30, of the same school year.

   If an Employee has requested a payment plan, payment is due by the 15th of every month or until the balance is paid in full by June 30th. If an Employee does not make the required payment by the 15th, he/she will be notified as such by the end of the same month. If the requested payment is not made by the 5th of the next month, the Employee will automatically be dropped from the plan and will not be reinstated until open enrollment occurs in September of the next school year.

F. Eligible Employees electing to take "PAK "B" which includes dental, optical, long-term disability, and life insurance will receive a monthly payment of two hundred and fifty ($250) dollars on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

   Employees shall write a memo to the Superintendent or designee informing him/her of his/her desire to change his/her option. With the exception of a qualified event, an Employee must wait for the open enrollment period to elect to return to the health care option.

   The Board shall have the option of selecting the current carrier for medical, optical, dental, and long-term disability insurance. However, the level of benefits shall not be changed. In following years, should the premium cost increase in excess of five (5%) percent, the parties agree to meet and mutually agree upon a carrier.

G. If Health Care Package $10/$40 prescription increases over the statutory "hard cap" established through the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq., the parties will re-negotiate to arrive at one of the following scenarios:

   1. Different Health Care Plan at the hard cap levels or less per person.

   2. Different coverage at the hard cap levels or less per person.

   3. The employees absorb over the hard cap levels per person.

ARTICLE 25
WORKERS' COMPENSATION

If an Employee is injured in the line of duty and receives compensation as prescribed by the Michigan Workers' Disability Compensation Act, that compensation shall be supplemented with

sufficient amounts to maintain the Employee's regular salary for a period not exceeding his/her leave accumulations. Such accumulation shall be charged only for a portion in excess of the compensation payment. The Union President will be notified of all bargaining unit Employees who apply for Workers' Compensation.

If an Employee is working under Workers' Compensation restrictions and is still seeking treatment, every effort will be made to schedule office visit(s) during non-work hours. If this is not possible there shall be no loss in pay or need to make up lost time. The Employee will notify Management of all scheduled appointments.

ARTICLE 26
INCOME PROTECTION (LONG TERM DISABILITY)

The Board will pay the full cost of an Income Protection Plan which pays sixty-six and two-thirds (66-2/3%) percent of an Employee's salary after sixty (60) calendar days of illness or disability to age seventy (70). The LTD cap will be determined by sixty-six and two-thirds (66 2/3%) of the highest base pay of an AFSCME Employee, rounded to the nearest $100 per month for all Employees who work thirty (30) or more hours per week subject to the terms of the policy.

ARTICLE 27
RETIREMENT

A. Upon retirement, the Employee shall receive the following:

   1. Vacation Days - based on pro-rata accumulation at the Employee's per diem rate.

   2. Longevity Pay for the year in which the retirement occurs on a pro-rated basis.

ARTICLE 28
MEDICAL EXAMINATION AND FEDERAL/STATE MANDATE

A. All Employees shall be required to meet all applicable local, State, or Federal requirements for medical examinations and tests.

B. Transportation Employees shall be required to pass a physical examination by a qualified physician before beginning employment in September of each year.

C. The Board will pay the cost of the medical exams required in paragraphs A and B of this Article provided that the Employee and Board agree on the need for the exam and the medical provider before the exam.

D. The Board pays for physical exams for maintenance Employees.

E. If at any time Federal/State mandates are dropped and an Employee is receiving remuneration for said mandate, the Board has the right to discontinue payment at the expiration of this particular license.

F. All Employees who are affected shall receive all updated information that may pertain to his/her position or duties.

ARTICLE 29
BARGAINING UNIT WORK

A. It is recognized that several cooperative work-education programs in the schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary Employees referred to as students in no way interferes or conflicts with the duties or privileges of Employees. This Agreement does not apply to these temporary student Employees.

B. When a supervisor performs work normally done by Employees covered by this Agreement, it shall be deemed a violation of this Agreement. The Employee disregarded shall be compensated at his/her normal hourly wage. However, a supervisor may perform work normally done by bargaining unit Employees to demonstrate a job or work to the Employees, and further may perform such work in emergency situations, which shall be defined to mean work which requires immediate action. If an emergency lasts more than thirty (30) minutes, the appropriate bargaining unit Employee shall be called in to perform the work arising from the emergency.

ARTICLE 30
LONGEVITY

Any current bargaining unit employee receiving longevity remains eligible for longevity. Bargaining unit employees hired on or after July 1, 2014, are not eligible for longevity.

A. Longevity pay shall be paid to all regular fifty-two (52) week Employees according to the following schedule, based on the years of service with the Clintondale Community Schools.

After completion of successful employment:

5 years	$1550
10 years	$1650
15 years	$1750
20 years	$1800
25 years	$1850
30 years	$1950
35 years	$2050

B. Full-time Employees other than fifty-two (52) week Employees shall receive longevity pay on a pro-rata basis. If the Employee works thirty (30) or more hours per week, the longevity pay shall be pro-rated based on the ratio of the number of months an Employee works to twelve (12) months. For Employees who work less than thirty (30) hours per week, longevity pay shall be based not only on the ratio of months worked, but also on the ratio of the hours an Employee works per day to eight (8) hours.

C. Longevity payments shall be made through payroll direct deposit in the following manner: If an Employee's employment anniversary date occurs between July 1 and December 31, the longevity payment shall be made during the FIRST pay period in December or if an Employee's employment anniversary date occurs between January 1 and June 30, the longevity payment shall be made during the LAST pay period in June.

D. If an Employee severs employment, he/she or his/her beneficiary will receive any unused longevity credit on a pro-rated basis, accrued during the fiscal year. If an Employee dies, his/her beneficiary shall receive any pro-rated longevity accrued during the fiscal year.

ARTICLE 31
MISCELLANEOUS PROVISIONS

A. REPORTING DURING INCLEMENT WEATHER:

1. Under extreme and unusual conditions, when school is forced to close because of such circumstances as bad weather, breakdown of equipment, etc., the Superintendent or designee may declare working conditions unsuitable, and the affected Employees may be excused from work without loss of pay.

   Under conditions of bad weather, all Employees are to report to work if it is feasible and practical to do so at his/her regularly scheduled time or as soon as possible thereafter. If it is feasible and practical for an Employee to report to work, and the Employee does not report to work at his/her regularly scheduled time or as soon as possible thereafter, time loss will be deducted from the Employee's pay at the discretion of the Superintendent. Employees must contact his/her supervisor to the effect that it is unfeasible and impractical for them to report to work and obtain permission to remain away from work. Such permission will not be unreasonably withheld if reporting for work is unfeasible and impractical.

2. When an Employee reports for work, and there is no work in his/her classification to be performed, the individual may be assigned to other duties not outside of his/her job description.

B. BUDGET INFORMATION - The Board will make available a copy of the preliminary and final budget information after they have been completed and made public. This information may be requested by the Union President from the Board office.

C. USE OF PERSONAL VEHICLE - Employees shall not be required to use his/her personal vehicle for any school purpose, including the transportation of any student.

D. REIMBURSEMENT OF SPECIAL DRIVER'S LICENSE - Employees who are required to obtain any State or Federal licenses and/or certifications for the performance of other duties for the District shall receive reimbursement for all fees/costs imposed by State or Federal agencies for said licenses and/or certificates. (This provision does not apply to regular driver's license.) Notice of any State or Federal mandates and/or subsequent, effect the employment qualifications and/or responsibilities of any bargaining unit Employee shall be

posted upon the AFSCME Communication Center, by the District upon receipt of same by the District.

E. UNIFORMS:

1. Custodial, mechanics, and maintenance Employees covered by this Agreement shall receive, at Board expense, three (3) uniforms, which shall be selected by the Board. In addition to the three (3) uniforms, maintenance Employees and groundskeepers shall receive two (2) sets of coveralls; mechanics shall receive five (5) sets of coveralls. Each Employee receiving a uniform shall have the responsibility of maintaining and cleaning such uniforms. The annual replacement of uniforms shall be on the basis of need and shall not exceed three (3) uniforms per year. The replacement of uniforms shall take place at the beginning of the school year, except in emergencies.

   All Group A Employees shall receive annual reimbursement for actual cost paid up to one hundred dollars ($100) for approved work shoes upon actual verification of said cost. All Groundskeepers shall receive annual reimbursement for actual cost paid up to one hundred and fifty dollars ($150) for approved work shoes upon actual verification of said cost. Work shoes will be considered part of the uniform. The Union and Management will mutually agree upon approved work shoes.

   Denim style jeans shall be offered to all Employees in lieu of the standard cotton/polyester pant. If an Employee opts for a jean style pant he/she will receive replacements every other year and will not be eligible to receive regular style cotton/polyester pant during the in between year, but may return to cotton/polyester style for every year replacements when eligible.

2a. Cafeteria Employees shall receive a check for the purchase of, or the reimbursement of the cost for work shoes, upon the verification of actual price or the verification of the actual purchase. The above check or reimbursement shall be up to $100 (One Hundred Dollars) annually and for cooks $125 (One Hundred Twenty-Five Dollars) annually.

2b. The District will purchase uniforms annually as follows: three (3) uniforms for helpers; four (4) uniforms for cooks, and cloth aprons for all cafeteria Employees.

3. Truck Drivers shall receive one (1) set of coveralls and replacement will be on an "as needed" basis.

4. Crossing guards who are newly-hired shall receive boots and shoes, three (3) pair of pants, three (3) shirts, one (1) tie, one (1) hat, one (1) whistle, one (1) light weight jacket, one (1) heavy winter jacket, one (1) pair orange mittens, one (1) raincoat, and one (1) button down sweater. These items will be replaced on an "as needed" basis.

5. Security guards who are newly-hired shall receive three (3) pair of slacks, five (5) shirts, one (1) pair of boots and one (1) pair of shoes, one (1) light weight jacket, one (1) heavy winter jacket, one (1) hat, two (2) ties, and (1) raincoat, and one (1) button-down sweater, and annually, he/she shall receive three (3) pair of slacks, four (4) shirts. Jackets/boots and shoes shall be replaced on an "as needed" basis.

6. Employees shall wear uniforms furnished by the District in accordance with the above provision, except in extenuating circumstances. In addition to the annual replacement of uniforms as provided above, custodians shall receive one (1) additional replacement uniform if his/her annual replacement uniform is damaged beyond repair while performing his/her duties for the District. Maintenance Employees, groundskeepers, and mechanics shall receive two (2) additional replacement uniforms per year in the event one or two of his/her annual replacement uniforms are damaged beyond repair while performing his/her duties for the District. To receive annual replacements of uniforms in accordance with this provision, Employees must submit his/her old uniform or uniforms for marking and identification purposes. The Union will be consulted regarding uniform materials. Union and Management will agree to the procedures for implementing the Subparagraph E.

F. RELIEF PERIOD – All Employees who work six (6) hours or more per day covered by this Agreement shall be entitled to one (1) fifteen (15) minute relief period preceding his/her lunch break and one (1) fifteen (15) minute relief period following his/her lunch break. The time during which a relief period is taken by each Employee shall be determined by the Employee's immediate supervisor. If an Employee is unable to take his/her relief period at the scheduled time due to an emergency, the Employee shall be entitled to his/her relief period at the first available opportunity.

   All Employees who work four (4) consecutive hours but less than six (6) consecutive hours per day shall receive one (1) fifteen (15) minute relief period

G. LUNCH BREAK – All Employees working seven (7) hours or more covered by this Agreement shall, except in emergencies, be entitled to a thirty (30) minute duty-free lunch break, not to be included in the Employee's regular work day.

H. CONTINUING EDUCATION – If the Board or its designee authorizes in writing that an Employee covered by this Agreement take, participate in, and/or attend educational conferences, workshops, courses, or classes related to the Employee's job, work, or classification, the Employee shall be reimbursed for books, tuition, conference fees, and certain expenses which have been specifically authorized by the Board or its designee. If the Employee does not successfully complete any conferences, workshops, courses, or classes for which authorization has been given, the Employee shall reimburse the District for the tuition, books, fees, and expenses associated therewith. Any Employee who has received written authorization in accordance with this provision and who has received a passing grade (a "C" or grade point equivalent) in a course or class of not less than one (1) semester's duration shall receive the sum of One Hundred Dollars ($100) within thirty (30) days from the date written verification of a passing grade received from the appropriate institution. Payment of the above sum shall be made only once for each course or class taken pursuant to this provision. This provision shall not apply to the experimental maintenance apprenticeship program or to maintenance Employees, unless otherwise authorized by the Superintendent or designee, and shall not be implemented during the term of the Agreement.

ARTICLE 32
SUBCONTRACTING

Any work presently assigned to the bargaining unit, which is normally performed by unit Employees/members, shall not be sub-contracted out to other firms, business entities, and governmental units except those projects, which because of size, uniqueness, time limitations, or complexities, reasonably require sub-contracting. The Employer may also sub-contract work out in emergencies or short duration. Sub-contracting shall be permitted to preserve or obtain warranties relating to fixtures, equipment, or other capital improvements to be installed. Sub-contracting must not be intended to deprive unit Employees the right to perform work normally performed by unit Employees/members during regular work hours provided the Employer may permit the work to be done on overtime.

The Employer shall inform the Union of his/her intent to sub-contract. Such notification shall not be construed as an acknowledgment or admission that the proposed work is work normally performed by unit Employees/members or requires Union consent or approval before the sub-contracting. This provision is intended to encourage the parties to work together to promote efficiency and cost effectiveness as it relates to this sub-contracting issue and the operation of the District.

ARTICLE 33
CLASSIFICATIONS

Group A: Care and Operation of Facilities

Level 1. - Regular Part-Time
2. - Custodian – Full-Time
3 - Groundskeeper/Painter
4 - Maintenance – Level 1, Level 2, Level 3
Heavy-Duty Truck Mechanic
5 - Supplemental Positions
Certified Pool Operator
Pool Attendant Custodian
Custodian/Truck Driver
6 - Maintenance Apprentice

Group B: Cafeteria Employees

Level 1. - Helper
2 - Second Cook
3 - Head Cook
4 - Supplemental
Special Events Coordinator

Group C: Secretarial - Clerical Employees

Level 1 - Elementary Office Assistant

Level 2 - General Office Clerk
Switchboard Clerk

Level 3 - Substitute Assignment/Switchboard Operator

Level 4 - Secretary I
- Elementary Principal
- Middle School Counselors
- High School Counselors
- Assistant Principals
- Directors
- High School Attendance/Athletics
- Cafeteria/Dining Services

Level 5 - Secretary II
- High School Principal
- Middle School Principal

Level 6 - Secretary III
- Business Manager
- Director of Building & Grounds
- Director of Special Education
- Director of Technology

Level 7 - Accountant I

Level 8 - Accountant II

Level 9 - Accountant III and Pupil Accountant

Level 10 - Business Office Coordinator

Group C: Supplemental

The Secretary to Elementary Principal classification shall be increased ten cents ($.10) per hour above the pay scale agreed to for other Secretary I positions.

Tests - The District will schedule keyboarding or equivalent tests upon need. The time of the test will depend on the availability of a Certified Instructor. Interested Employees should notify the Superintendent's office in writing on or before the first of any month. Employees tested during their work hours will not suffer any loss of pay. Successful test results will be placed in the Employee's personnel file.

In Lieu of Testing - Successful completion of a class in keyboarding from Macomb Community College or equivalent as evidenced by an official certificate or transcript (which notes the grade), and test results from the instructor, certifying the skill levels shall fulfill qualification requirements in lieu of testing by the District.

52-Week Scheduling - If any "less than 52-week Employee in Group C only" is requested by the District to work a 52-week schedule during any one (1) year:

1. A minimum of one (1) month advance notice will be given to the Employee.

2. The Employee will earn all benefits commensurate with the 52-week positions outlined in the Agreement.

   If this practice continues for a third year, the Employee will be deemed a permanent 52-week Employee.

Group D: Library Technical Assistants
- Certified
- Non-Certified

Group E: Safety
- Crossing Guards
- Security Guards
- Bus Aides

Group F: Instructional Assistants
- Specialized Instructional Assistant

Group G: Technology
- Generalists
- Specialists

Group H: Mentors

1. Recognition for Skill Development:

   Certificates and/or Recognition of in-service training conferences shall be placed in each Employee's personnel file. State Continuing Education Clock Hours or SCECHs (approved by the Michigan Department of Education) will be awarded. In addition, each conference that is Management approved will carry the equivalent of one (1) SCECH. All SCECHs will be recorded in the Employee's personnel file. When the accumulated number of SCECHs reaches seven (7), the Employee shall receive an annual One Hundred Dollar ($150.00) stipend, payable each year on the last pay in June. The annual stipend will not exceed Two Hundred Dollars ($250.00) in any one (1) year.

   a. Administrative initiated training will be offered to those Employees who are working in conjunction with the subject matter of the training. The Employees shall provide a report to the Superintendent or designee. Lost wages and costs shall be reimbursed.

   b. Employee-initiated training will be allowed, providing prior Management approval is granted. These training sessions shall be limited to two (2) annually per Employee. The Employee shall provide a report to the Superintendent or designee. Lost wages and costs shall be reimbursed.

   c. Employees shall have the option of attending unapproved training sessions without reimbursement for wages or costs. In this instance, only SCECHs approved by the

Michigan Department of Education will be awarded and recorded in the Employee's personnel file; the Employee shall provide a report to the Superintendent or designee.

APPENDIX A

PREAMBLE

A. For all new Employees and Employees changing Groups on or after January 1, 2009, a graduated wage scale in every department (except crossing guards) will commence with ear 1 and graduate up to a Year 9 pay level for each group classification. Progression from Year 1 up to Year 9 shall be made in one (1) year increments. Increment date will be July 1 of each year.

   New hires up to December 31 will have the following July 1 as an increment date.

   New hires after December 31 will have July 1 of the following year as an increment date. Each Year is an incremental increase in the base wage as reflected in Appendix A.

   NOTE: The above formula shall also be used for vacation, longevity, and sick hours.

B. At Management discretion, after conferring with the Union, Management may bring in an Employee above a Year 1 level based on experience and qualification.

C. Employees who demote shall be placed in the year of the new Group classification that provides the least reduction in wages. Employees who laterally transfer shall be placed in the same year of the wage schedule in Appendix A. Employees who promote shall be placed in the year of the new Group classification, which provides the next level of wage increase.

WAGES

2.5% increase for all employees who either advance to, or already are at Step 6, of their respective group, effective July 1, 2025.

Step advancement for all eligible employees retroactive to July 1, 2025.

$1 per hour increase for each step of the Security Guard group.

GROUP A: Custodian and Maintenance Employees

1. **Regular Part-Time**

   Regular part-time Employees shall be defined to mean those Employees who work less than eight (8) hours per day on a regular basis fifty-two (52) weeks per year. Such Employees who work thirty (30) or more hours per week shall receive the fringe benefits paid to regular full-time custodians. Those regular part-time Employees who work less than thirty (30) hours per week shall receive fringe benefits on a pro-rata basis. Fringe benefits paid in accordance with this provision shall not be retroactive.

Custodians

		2nd	3rd
Step 1	15.96	.21	.32
Step 2	17.00	.23	.34
Step 3	18.47	.25	.28
Step 4	20.47	.28	.42
Step 5	21.89	.30	.45
Step 6	23.88	.30	.45

Groundskeeper-Painter

		2nd	3rd
Step 1	17.57	.21	.31
Step 2	19.91	.21	.31
Step 3	21.47	.23	.34
Step 4	23.02	.28	.42
Step 5	23.72	.30	.45
Step 6	25.79	.30	.45

Truck Driver

		2nd	3rd
Step 1	16.12	.21	.31
Step 2	17.15	.21	.31
Step 3	18.63	.23	.34
Step 4	20.03	.28	.42
Step 5	22.05	.30	.45
Step 6	24.06	.30	.45

Maintenance Apprentice

		2nd	3rd
Step 1	15.00	.29	.44
Step 2	15.73	.30	.45
Step 3	16.90	.31	.47
Step 4	17.82	.32	.49
Step 5	19.82	.34	.50
Step 6	21.73	.34	.50

Maintenance (Level 1)

		2nd	3rd
Step 1	19.20	.29	.44
Step 2	21.22	.30	.44
Step 3	22.80	.31	.47
Step 4	24.38	.32	.50
Step 5	25.07	.33	.52
Step 6	27.19	.34	.52

Maintenance (Level 2)

		2nd	3rd
Step 1	21.39	.29	.44
Step 2	24.41	.30	.47
Step 3	25.16	.31	.49
Step 4	26.00	.32	.50
Step 5	26.66	.33	.52
Step 6	28.85	.34	.52

Maintenance (Level 3)

		2nd	3rd
Step 1	24.95	.43	.63
Step 2	25.73	.45	.65
Step 3	26.50	.45	.67
Step 4	27.30	.46	.69
Step 5	27.95	.57	.71
Step 6	30.21	.57	.71

Seasonal Help 14.00 per hour

GROUP B: Secretarial & Clerical Employees

General Office Clerk-Switchboard Clerk

		2nd	3rd
Step 1	15.00	.16	.24
Step 2	15.32	.17	.25
Step 3	15.63	.18	.27
Step 4	16.60	.20	.29
Step 5	17.58	.21	.32
Step 6	19.42	.24	.36

Substitute Assignment-Switchboard Operator

		2nd	3rd
Step 1	15.00	.18	.27
Step 2	16.39	.19	.29
Step 3	17.77	.20	.30
Step 4	19.12	.22	.33
Step 5	21.06	.24	.36
Step 6	23.02	.29	.44

Secretary 1*

		2nd	3rd
Step 1	15.00	.18	.27
Step 2	16.71	.19	.29
Step 3	18.01	.20	.30
Step 4	19.94	.22	.33
Step 5	21.87	.25	.37
Step 6	23.86	.30	.45

***Elementary secretaries receive .10 additional pay per hour.**

Secretary 2

		2nd	3rd
Step 1	15.63	.20	.29
Step 2	17.28	.22	.31
Step 3	19.77	.22	.32
Step 4	21.20	.24	.36
Step 5	22.64	.27	.41
Step 6	24.67	.31	.47

Secretary 3

		2nd	3rd
Step 1	21.22	.28	.42
Step 2	21.99	.29	.44
Step 3	22.71	.30	.45
Step 4	23.45	.31	.47
Step 5	24.21	.32	.49
Step 6	26.30	.33	.50

Accountant 1

		2nd	3rd
Step 1	15.00	.19	.29
Step 2	15.63	.21	.31
Step 3	17.28	.21	.32
Step 4	19.77	.24	.36
Step 5	22.64	.27	.41
Step 6	24.67	.31	.47

Accountant 2

		2nd	3rd
Step 1	16.52	.19	.29
Step 2	17.02	.21	.31
Step 3	18.74	.21	.32
Step 4	20.35	.24	.36
Step 5	25.55	.27	.41
Step 6	27.71	.31	.47

Accountant 3

		2nd	3rd
Step 1	17.86	.24	.36
Step 2	18.27	.24	.37
Step 3	20.09	.25	.38
Step 4	21.63	.27	.41
Step 5	26.89	.30	.45
Step 6	29.09	.37	.55

Business Office Coordinator

		2nd	3rd
Step 1	30.09	.24	.36
Step 2	31.58	.24	.37
Step 3	33.06	.25	.38
Step 4	36.11	.27	.41

GROUP D: Library Technical Assistants

LTA

		2nd	3rd
Step 1	15.00	.24	.36
Step 2	15.63	.24	.37
Step 3	17.28	.25	.38
Step 4	19.77	.27	.41
Step 5	22.64	.30	.45
Step 6	24.67	.37	.55

Non-Certified LTA

		2nd	3rd
Step 1	15.00	.16	.16
Step 2	15.31	.17	.25
Step 3	15.63	.18	.27
Step 4	16.77	.20	.29
Step 5	17.58	.21	.32
Step 6	19.42	.24	.36

To be classified as a Certified Library Technical Assistant, one must have completed a formal post high school Library Technical Program holding either a one-year program certificate or a two-year degree in Library Technology. Additionally, said person must have minimum typing/computer competence necessary for the normal demands of the job.

GROUP E: Safety

Crossing Guards

Step 1	17.16

Bus Aids*

Step 1	15.54

***Supplemental $2.00 over hourly rate, per job description**

Security Guards

		2nd	3rd
Step 1	16.00	.20	.31
Step 2	16.52	.21	.32
Step 3	16.83	.21	.32
Step 4	17.13	.22	.33
Step 5	17.44	.22	.33
Step 6	19.24	.23	.34

GROUP F: Instructional Assistants

Instructional Assistants

		2nd	3rd
Step 1	18.21	.26	.26
Step 2	19.11	.28	.28
Step 3	20.01	.31	.31
Step 4	20.24	.35	.35
Step 5	20.55	.35	.35
Step 6	22.28	.36	.36

Specialized Instructional Assistants

		2nd	3rd
Step 1	18.53	.26	.26
Step 2	19.61	.28	.28
Step 3	20.30	.31	.31
Step 4	20.56	.35	.35
Step 5	20.84	.35	.35
Step 6	22.28	.36	.36

GROUP G: Mentors

Mentors

Step 1	15.45
Step 2	16.48
Step 3	17.51
Step 4	18.54
Step 5	19.57
Step 6	21.43

GROUP H: Technology

Technology Generalists

Step 1	15.45
Step 2	16.48
Step 3	17.51
Step 4	18.54
Step 5	19.57
Step 6	21.43

Technology Specialists

Step 1	21.63
Step 2	22.66
Step 3	23.69
Step 4	24.72
Step 5	25.75
Step 6	27.86

ARTICLE 35
TERMINATION AND MODIFICATION

This Agreement shall commence August 1, 2024, and shall continue in full force and effect until June 30, 2025, when it terminates. If either party desires to renegotiate this Agreement, he/she shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days before June 30, 2027.

An emergency manager appointed under the Local Government and School District Fiscal Responsibility Act, MCL 141.1501 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

IN WITNESS WHEREOF, the parties have signed this Agreement by his/her duly authorized representatives on the day and year first above written.

Ratified by the International Union of American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25 and Local 1630, on August 9, 2024.

Lisa Delk, Representative AFSCME Local 1630	Date
Donovan Roznowski AFSCME Local 1630	Date

Ratified by the Board of Education of the Clintondale Community Schools on August 9, 2024.

Jared Maynard Clintondale Community Schools Board of Education	Date
Lisa Valerio-Nowc, Secretary Clintondale Community Schools Board of Education	Date