

AGREEMENT

between

THE BOARD OF EDUCATION
of the
School District of the City of Hamtramck

and

Local 257
MICHIGAN DISTRICT COUNCIL 25
OF THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

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AFSCME AFL-CIO
C T O F X

July 1, 2000

to

June 30, 2003

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THIS AGREEMENT made this 10th day of April, 2001, by and between the Board of Education of the School District of the City of Hamtramck (hereinafter referred to as the Employer), and Local 257, Michigan District Council 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as the Union).

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations for the mutual interest of the employer, the employees and the union.

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

To these ends, the employer and the union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. MANAGEMENT RIGHTS

(a) Both parties to this Agreement recognize that because of limitations which apply, and for sound business practices in the operation of the schools, the Board of Education has the responsibility of limiting expenditures to reasonable anticipated revenue.

(b) The Board and the Union agree that the Board, on its own and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan.

2. RECOGNITION - Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the union as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment for the term of the Agreement of all employees of the employer included in the bargaining units described in APPENDIX A.

The employer agrees that no employee will be discriminated against because of age, sex, color, national origin, race, religion, marital status, union membership or activity within the union.

3. AID TO OTHER UNIONS

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

4. AGENCY SHOP

(a) Employees not members of the Union who desire membership shall confirm their desire to join for the duration of the Agreement by initiating their union application form and dues deduction authorization forms. Employees will be admitted to Union membership without the payment of an initiation fee providing their union membership application is submitted within (90) days of the effective date of this agreement.

(b) Any person covered by this Agreement, who is not a member of the union and does not make application for membership within ninety (90) days from the effective date of this Agreement or from the date of employment, whichever is

later, shall, as a condition of employment, pay to the union each month a service fee as a contribution towards the administration of the Agreement, in an amount equal to the regular monthly union membership dues of the union. Such service fee shall be paid on or after his 91st day of employment or ninety (90) days after the effective date of this Agreement, whichever is later. Employees who fail to comply with this requirement shall be discharged by the Board within thirty (30) days after receipt of written notice to the Board from the Union. The Union agrees to hold the employer and its agents harmless against any lawsuit arising in connection with this section.

5. UNION DUES AND INITIATION FEES

A. Payment by Check-Off

Employees shall tender the initiation fee and monthly membership dues or service fee by signing the authorization for Check-Off form.

CHECK-OFF FORM: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues or Service Fee hereinafter set forth, the employer agrees to deduct union membership dues levied in accordance with the Constitution and By-Laws of the union from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Dues" form:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
(please print) Last Name First Name Middle Name

To: _____
Employer

Effective: _____ (date) I hereby request and authorize from my earnings the current initiation fee being charged by AFSCME Local Union No. _____ and effective the same date to deduct from my earnings each bi-monthly union dues, or service fee, as certified by the union. The amount deducted shall be paid to the treasurer of _____ of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me in written notice to the union and employer within thirty (30) days immediately preceding the termination date of the existing Union Management Agreement, or termination of my employment:

Employee's Signature

This space reserved for additional information when required

B. When Deductions Begin

Check-Off deductions under all properly executed authorization for check-off of dues forms or service fee shall become effective at the time the application is signed by the employees and shall be deducted monthly thereafter.

C. Remittance of Dues or Service Fee to Financial Officer

Deductions shall be remitted to the designated financial officer of the local union with a list for whom dues have been deducted.

D. Termination of Check-Off

An employee shall cease to be subject to check-off deductions beginning with the pay period immediately following the pay period in which he is no longer a member of the bargaining unit. The local union will be notified by the employer of the names of such employees following the end of the pay period in which the termination took place.

6. UNION REPRESENTATION

It is mutually recognized that the principals of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

7. STEWARDS AND ALTERNATE STEWARDS

(a) In each group classification employees in the group classification shall be represented by one steward on each shift who shall be a regular employee working in that group classification and on that shift. During over-time periods, an alternate steward may be appointed by the President of the Union.

(b) In the absence of the steward an alternate may be appointed by the local president. There shall be a chief steward for the union and the following departments shall have the following stewards:

- Custodial Dept. - 1 for each shift
- Maintenance - 1 for each shift
- Secretarial - 1 and 1 alternate

(c) The steward or officer involved in the grievance procedure during working hours, without loss of time or pay, shall be allowed time to investigate and present grievances to the employer upon his or her request to the supervisor or principal to leave the job. Delay in granting the request shall not exceed one hour.

(d) Within 10 days after executing this agreement a list of all named stewards and their respective shifts will be submitted in writing to the office of the Superintendent of Schools. Failure to comply with this provision will negate any responsibility on the part of the employer of notifying a steward of any action taken by the employer. (If changes occur, the list will be updated and the Superintendent notified).

8. SPECIAL CONFERENCES

A. Special conferences for important matters will be arranged between the local president and the superintendent or their designated representatives upon the request of either party. Such meeting shall be between at least two representatives of the employer and at least two representatives of the union. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be scheduled within seven (7) days following the request and shall be held between the hours of 9:00 a.m. and 4:00 p.m., if possible. The members of the union shall not lose time or pay for time spent in such special conferences. These meetings

may be attended by representatives of the council and/or representatives of the International.

B. The union representatives may meet at a place designated by the employer on the employer's property for at least one-half hour immediately preceding the conference with the representatives of the employer for which a written request has been made.

C. All findings and determinations resulting from the special conference shall be reduced to writing and executed by the respective parties within a period of ten (10) days following each conference.

9. REPRESENTATION

The employer shall within ten (10) days following execution of this agreement submit the names of those to be designated as the immediate supervisors and those duly designated as representatives of the employer.

10. GRIEVANCE PROCEDURE

A grievance constitutes a complaint by an employee in connection with misapplication, misunderstanding and/or violation of this agreement. Any employee having a grievance shall present it to the employer in writing no later than fifteen (15) days of the alleged violation of the contract. Days as used in the grievance procedure shall include Monday through Friday and exclude Saturdays, Sundays and Holidays.

The steps in the grievance procedure are as follows:

STEP I

- (a) If an employee feels that he has a grievance, he shall discuss the grievance with the steward of his group classification.
- (b) The steward may discuss the grievance with the building principal, or his designated representative.
- (c) If the matter is thereby not disposed of, it will be submitted in written form by the grievance committee to the building principal, or designated representative, within three (3) days, who shall submit a written answer to the grievance committee within three (3) days.

STEP II

- (a) If the building principal's, or designated representative's , answer is not satisfactory, the grievance may be referred to the local president, or his designated representatives, who may submit the grievance in writing to the superintendent, or his designated representative, within three (3) days after the completion of Step I. The written grievance shall contain:

1. Name or names of employees involved
2. Specify the provisions of the contract violated
3. Date of alleged violation
4. Date of grievance
5. Disposition requested
6. Nature of grievance

A meeting between the representative of the union and representative of the employer will be arranged to

discuss the grievance or grievances within three (3) working days from the dates the grievance is received by the employers designated representatives. He shall submit to the union representatives his written answer within three (3) working days.

- (b) The union representatives may meet at a place designated by the employer on the employer's property for at least one-half hour immediately preceding a meeting.
- (c) The local president or his representative shall be allowed time off his job, without loss of time or pay and upon notification to the superintendent, or in his absence the assistant superintendent, and in his absence the building principal to investigate grievances to be discussed with the employer.

STEP III - Board of Education

- (a) If the superintendent's answer is not acceptable to the union and the union believes that the grievance should be carried further, the local union president may refer the grievance to Michigan District Council 25 for appeal or appeal the grievance to the Secretary of the Board of Education for a hearing within five (5) days after receiving the reply from the superintendent or his designee.
- (b) The grievance will be heard by the Board of Education at its next regularly scheduled board meeting.
- (c) The Board shall reduce in writing its decision within ten (10) days following the hearing and transmit the decision to the union.

STEP IV - Arbitration

- (a) In the event that the answer from the Board of Education is unacceptable to the union, the union may request arbitration within ten (10) days after receiving the answer from the Board of Education and notify the district of its intention.

An arbitrator shall be selected by the parties or in the event that they cannot agree upon an arbitrator within five (5) days, the arbitrator shall be selected from a qualified list of the American Arbitration Association according to their rules.

- (b) The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of this agreement and he shall be without power and authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way the terms of this agreement.
- (c) The fees and expense of an arbitrator will be shared by the parties equally.
- (d) The decision of the arbitrator shall be final and binding on all parties

11. APPEALS, SETTLEMENT AND WITHDRAWAL

- (a) Any grievance under this agreement which is not filed in writing within fifteen (15) working days after the grievance arises shall not be considered a grievance.
- (b) Any grievance not appealed from an answer at the first step of the grievance procedure to the second step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

- (c) A grievance may be withdrawn without prejudice at any step of the grievance procedure.
- (d) The union may withdraw any grievance submitted to arbitration; however, the grievance withdrawn may not be reinstated.

12. FINALITY OF DECISIONS

There shall be no appeal from any final decision. Each such decision shall be final and binding on the union and its members, the employee or employees involved, and the employer. The union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of any final appeal.

13. COMPUTATION OF BACK WAGES

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

14. SUSPENSION OR DISCHARGE

(a) Just Cause - Employees with seniority shall not be disciplined or discharged without just cause.

(b) Notice of suspension or discharge. The employer agrees prior to the suspension or discharge of an employee to notify in writing the steward or designated representative in the department, of the pending suspension or discharge.

(c) Discussion of pending suspension - The employee will be allowed to discuss his pending suspension or discharge with the steward or designated representative of the department and the immediate superior will make available an area where he may do so before he is required to leave the property of the employer. Upon request, the immediate superior or his designated representative, will discuss the pending suspension or discharge with the employee and the steward or his designated representative.

(d) Appeal of suspension or discharge - Should the employee or the steward consider the suspension or discharge to be improper, a complaint shall be presented in writing through the president of the union or his designated representative to the superintendent or, in his absence, his designated representative in accordance with Step II of the grievance procedure. The superintendent or, in his absence, his designated representative will hold a meeting within three (3) regularly scheduled working days after receiving the complaint pursuant to Step II of the grievance procedure.

(e) Use of past record - In imposing any discipline on current charge, the employer will not take into account any prior infraction of school policies and/or departmental rules or regulations which occurred more than eighteen (18) months previously, nor impose discipline on an employee's falsification of his employment application after a period of two (2) years from his date of hire unless falsification is related to the current charges, except in cases where moral turpitude is concerned.

(f) Negligence on alarm or securing building - An employee who is negligent in setting the alarm or securing the building will be disciplined in accordance with the progressive discipline policy.

15. PROGRESSIVE DISCIPLINE

Management shall recognize that the purpose of discipline shall normally be to improve behavior or performance

rather than to punish. The following progressive disciplinary steps may be used:

- (a) Verbal warning documented
- (b) Written warning
- (c) Disciplinary suspension of:
 - one (1) day
 - five (5) days
 - fifteen (15) days
 - thirty (30) days
- (d) Discharge

16. SENIORITY - Probationary Employees

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee has finished the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the ninety (90) days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

(b) The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section One (1) of this Agreement, except discharged and disciplined employees for other than union activity.

(c) Seniority shall be determined on a district-wide basis in accordance with group classification and the employee's last day of hire.

Group I shall include all classification of 1.) maintenance, 2.) all custodians A and B, 3.) bus drivers, and all, 4.) recreation employees;

Group II shall include all secretarial personnel;

Group III shall include all cooks and cook's helpers.

17. SENIORITY LISTS

(a) Seniority shall not be affected by the race, sex, marital status, religion or dependants of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority and will be submitted to the union secretary.

(c) The employer will keep the seniority list up-to-date at all times and will provide the local union with up-to-date copies at least annually.

18. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

(a) He quits his employment.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for three (3) consecutive working days without notifying the employer. In proper cases, exception

shall be made. After such absence, the employer will send written notification by certified mail to the employee at his last known address with a copy to the union that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the grievance procedure.

(d) If he does not return to work when recalled from lay-off as set forth in the recall procedure.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) He retires under the terms of any pension agreement.

19. SHIFT PREFERENCE

During the first seven (7) calendar days of July, shift preference will be granted on the basis of seniority within classification and within the building and this shall be the employee's shift for the remainder of the school year except as vacancies occur. The employee's request for shift preference must be made in writing to the Superintendent of Schools. This written request must be submitted no sooner than June 1, or no later than June 30, of that year.

20. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall in the event of a lay-off of any type be continued at work as long as there is a job in the district which they can perform and shall be recalled to work in the event of a lay-off on the first open job in the district which they can perform.

21. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President and Grievance Committee of the Local Union, shall, in the event of a lay-off, be continued at work at all times provided they can perform any of the work available.

22. SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the employer and the union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiation.

23. LAY-OFF DEFINED

(a) The Board of Education reserves the right to lay-off for lack of work or funds, or the occurrence of conditions beyond the control of the School District; or when such continuation of work would be unproductive; provided such actions do not conflict with the terms of the Agreement.

(b) If it becomes necessary for a lay-off, the following procedure will be followed: Within classification, probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Section 16 (c), and Sections 20 and 21.

(c) Employees to be laid off for an indefinite period of time will have at least fifteen (15) calendar days notice of lay-off. The local union secretary shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.

(d) Contractual Work - The right if contracting or subcontracting is vested in the Board of Education. The right to contract or subcontract shall not be used for the purpose or intention of undermining the union nor to discriminate against any of its members nor shall it result in a lay-off of any employee covered by this Agreement.

24. RECALL PROCEDURE

When the work force is increased after a lay-off employees will be recalled according to seniority as defined in Sections 14 (c), 16 (c) and 20. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered to have quit. In proper cases exceptions may be made.

25. TRANSFERS

(a) Transfer of employees - If an employee is transferred to a position under the employer not included in the unit and thereafter transferred again to a position within the unit he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in the Agreement.

(b) If an employee is transferred from one location to another for a period of more than seven (7) calendar days, such employee affected will be given the opportunity to transfer on the basis of seniority, desire and classification.

(c) The employer agrees that in any movement of work not covered above in Section 23 (a) and (b), he will discuss the movement with the union in order to provide for the protection of the seniority of the employees involved.

(d) In the event of a vacancy or newly created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such vacancy or newly created position. If the senior employee disagrees with the reason for denial, it shall be the proper subject for the grievance procedure.

26. PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies shall be posted for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply in writing giving their qualifications within the seven (7) calendar day posting period. The senior employee applying for the promotion, and who meets the requirements, shall be granted a four (4) week trial period to determine (1) his desire to remain on the job, and (2) his ability to perform the job. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's steward. If the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the union in writing by the employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work more than eight (8) hours in a higher classification shall be paid the rate of the

higher classification after the first eight (8) hours.

27. VETERANS

(a) Reinstatement of Seniority Employees

Any employee who enters into active service in the armed forces of the United States, upon termination of such service shall be offered re-employment in his previous position or a position of like seniority, status and pay provided he reports for work within ninety (90) days after date of discharge. Special consideration may be given in the case of continuing hospitalization following discharge.

(b) A probationary employee who enters the armed forces of the United States and meets the foregoing requirements, must complete his probationary period, and upon completing it will have seniority equal to the time he spent in the armed forces plus thirty (30) days.

28. VETERANS LAW

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

29. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leave of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit.

30. LEAVE OF ABSENCE

(a) Leave of absence for periods of one (1) year shall be granted without loss of seniority for:

1. Serving in any elected position (public or union).
2. Illness leave (physical or mental), and/or maternity.
3. Serving in an appointed position with District Council 25 or the International.

Such leaves may be extended for like cause.

(b) An employee returning from a leave of absence of more than one (1) year duration shall be placed in an open position for which he/she is qualified within his group. If there is no open position the employee with the lowest seniority in that group shall be laid off to make room for the returning employee.

(c) An employee returning from a leave of absence shall notify the Superintendent of such fact no later than thirty (30) calendar days prior to the expiration of that leave. Failure to supply such a notice to the Superintendent shall be deemed evidence of the employee's intention not to return to the employ of the School District and therefore, relieve the

Board of further obligation for re-employment.

31. LEAVE FOR UNION BUSINESS

(a) Members of the union elected to local union positions or selected by the union to do work which takes them from their employment with the employer, shall at the written request of the union receive temporary leaves of absences for periods not to exceed one (1) year or the term of office, whichever may be shorter, and upon their return shall be reinstated in their previous position or a position of like seniority, status and pay. Such leave may be extended for like cause.

(b) Such members elected or appointed to union positions that take them from their employment with their employer shall be allowed to maintain their pension, hospitalization and life insurance benefits, providing it is legally permissible, by making the necessary payments for same to the employer who will continue to carry the member so elected or appointed on the group policy.

(c) Members of the union elected to attend a function of the International Union, limited to one (1) member, such as conventions or educational conferences shall be allowed time off without loss of time or pay to attend such conference and/or conventions for a maximum of five days per year.

(d) UNION BUSINESS - The District shall provide a total of eight (8) days per year for either the Union President, or an elected official of the Union designated by the Union, to conduct Union business. A request for time off must be approved by the individual's immediate supervisor and superintendent at least three (3) days prior to the date of the Union business.

32. SICK LEAVE

All members covered by this agreement shall accumulate 1-1/4 sick days per month not to exceed 15 days per year with a maximum of 250 days accumulation. One-half of all unused days up to 250 days will be paid upon severance of employment with the District and/or upon death of an employee. One-half the unused sick leave will be paid to the employee's beneficiary upon his death. Employees hired after July 1, 1986, shall be paid 1/2 of all unused days up to 250 only if the employee retires from the District or upon death.

(a) For each sixty (60) consecutive working days of attendance an employee shall receive one (1) additional day added to his/her sick bank.

(b) Any absence due to illness extending beyond four (4) days shall require a physician's statement. Such statement may be from the school physician or from the employee's family physician.

(c) In the event of habitual and chronic absenteeism on the part of an employee, the employee shall, upon request, provide the office of the Assistant Superintendent with a medical report from the school physician.

(d) Any absence due to illness the day preceding or following a holiday shall require a physician's statement in order to receive pay for the day absent. The statement must be presented to the building principal or director within three (3) working days upon return.

33. PERSONAL LEAVE

Each employee shall be allowed (3) days per year for personal business, at the discretion of the Superintendent of

Schools. This leave shall not be considered a part of the sick leave allowance. There shall be no payment for unused personal leave days and said leave days cannot be taken in conjunction with vacation time or length of holiday periods.

(a) No more than one (1) person in the same classification within a building/department may take a personal day on any given date.

(b) Personal business days are non-cumulative as personal business days, however, unused days will be added to the employees sick leave bank after July 1.

34. FUNERAL LEAVE

An employee shall be allowed three (3) working days in each instance as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Sister, Brother, Wife or Husband, Son, Daughter, Mother-in-Law, Father-in-Law, Grandparents. A request for additional time is subject to the approval of the Superintendent of Schools. In the event additional time is granted, this time will be deducted from the employee's personal leave time or his/her sick bank.

35. LONGEVITY PAY

(a) All employees shall have added to the salary they would otherwise receive, an amount as indicated in the longevity schedule set out below.

(b) For the purpose of the schedule of payments, a year shall be construed to be not less than 240 workdays for employees.

(c) No employee who does not meet the work year defined above shall be eligible for longevity pay.

(d) Longevity will be earned at the rate of 1/12 per month beginning January 1. It will be paid by separate check one week after the first pay period in December. The earned amount will be paid upon severance. In case of death, the earned amount will be paid to the beneficiary.

(e) Employee's time as hourly rated or other non-contract time shall be considered in assigning longevity pay. Any accumulated leave for illness, vacation, personal or funeral leave for which the employee receives pay will be considered in arriving at longevity pay. Military leave will be considered in arriving at longevity pay. Sabbatical leave shall be considered in arriving at longevity pay. Any other leaves of absence for which no pay is granted shall not be counted in arriving at longevity pay, however, exceptions may be made if mutually agreed to by the parties.

(f) Employees hired prior to July 1, 1986, who resign and later are rehired shall have all periods of employment counted in arriving at longevity pay. This provision does not apply to employees hired after July 1, 1986.

(g) Effective July 1, 1992, the schedule of longevity pay will be as follows:

<u>Years</u>		<u>Year</u>		
1	but less than	2	\$	35.00
2		3		70.00
3		4		105.00
4		5		140.00
5		6		175.00
6		7		210.00

7	8	245.00
8	9	280.00
9	10	315.00
10	11	350.00
11	12	385.00
12	13	420.00
13	14	455.00
14	15	490.00
15	16	525.00
16	17	560.00
17	18	595.00
18	19	630.00
19	20	665.00
20	21	700.00
21	22	735.00
22	23	770.00
23	24	805.00
24	25	840.00
25	26	875.00
26	27	910.00
27	28	945.00
28	29	980.00
29	30	1,015.00
30	31	1,050.00
31	32	1,085.00
32	33	1,120.00
33	34	1,155.00
34	35	1,190.00

(for each additional year add \$35.00 per year)

36. WORKING HOURS - Shift Premium and Hours

- (a) Employees who work other than the first shift shall receive an additional \$412.00 annually to their regular pay.
- (b) The first shift is any shift that regularly starts at or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that starts at or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that starts at or after 7:00 p.m. but before 4:00 a.m. A shift shall be considered a regular assignment if it is of a duration of at least five (5) work days.
- (c) All employees shall be at their regularly assigned building at their scheduled time.
- (d) The regular working day shall consist of eight (8) hours per day, and forty (40) hours per week for fifty-two (52) weeks. A paid sixty (60) minute lunch period shall be included in each work day.
- (e) An employee reporting for regularly scheduled building checks, shall be paid at the rate of time and one-half for a minimum of two (2) hours, or actual hours worked, whichever is greater.
- (f) Overtime will be on a rotating basis in an attempt to equalize overtime whenever possible within classification.
- (g) In case of a call in from an administrator, the minimum time paid for shall be two (2) hours at the appropriate rate. Emergency call-ins will be paid at time and one-half. An emergency will consist of such events as securing a building, structural damage, an act of God or other extraordinary circumstance.

(h) Hours worked by maintenance employees for baseball, football or soccer games not in conjunction with their regular shifts shall be rotated among maintenance employees. Time spent on these duties shall be paid at one and one-half times the particular employee's hourly rate when not part of the employee's regular shift.

37. OVERTIME

Time and one-half will be paid as follows:

(a) Employees will be guaranteed a regular shift.

(b) Employees will be paid time and one-half for any hours worked over forty (40) in a week. Employees paid one-hour lunch break will not be counted toward the forty (40) hours for the purpose of calculating overtime. Leave time will be counted toward forty (40) hours for the purpose of calculating overtime.

(c) Double-time will be paid for work performed on Sundays. Time and one-half will be paid for all hours worked on Saturdays.

(d) A regular shift shall not exceed eight (8) hours per day.

(e) A regularly scheduled week shall not exceed forty (40) hours.

38. HOLIDAY PROVISIONS

2000-2001

July 4, 2000

September 1, 2000 1/2 day

September 4, 2000

November 23-24, 2000

December 25, 2000 – January 2, 2001

January 15, 2001

February 19-20, 2001

April 16, 2001 – April 22, 2001

May 28, 2001

2001-2002

July 4, 2001

August 31, 2001 ½ day

September 3, 2001

November 22-23, 2001

Winter Break (to be determined)

January 21, 2002

February 18-19, 2002

Spring Break (to be determined)

May 27, 2002

2002-2003

July 4, 2002

August 30, 2002 1/2 day

September 2, 2002

November 28-29, 2002

Winter Break (to be determined)

January 20, 2003

February 17-18, 2003

Spring Break (to be determined)
May 26, 2003

(b) Employees may be required to work during school vacation periods. The employee will make arrangements with the immediate supervisor to reschedule the holiday days worked. NOTE: The intent is not to take away designated holidays but to reschedule them when the operation of the district is not hindered.

39. VACATIONS - Eligibility

(a) Non-instructional employees shall be granted vacations with pay. Vacations will be granted to employees on July 1st of every year based on the following criteria. Those employees having at least six (6) months but less than one (1) year of service to the district under this bargaining unit prior to July 1st shall be given five (5) working days; and those having at least one (1) year but less than five (5) years of service to the district under this bargaining unit prior to July 1st shall be given ten (10) working days; and those having at least five (5) years but less than ten (10) years of service to the district under this bargaining unit prior to July 1st shall be given fifteen (15) working days; and those having at least ten (10) but less than fifteen (15) years of service to the district under this bargaining unit prior to July 1st shall be given eighteen and one-half (18-1/2) working days; and those having at least fifteen (15) years but less than twenty-two (22) years of service to the district under this bargaining unit prior to July 1st shall be given twenty (20) working days; and those having at least twenty-two (22) years or more of service to the district under this bargaining unit prior to July 1st shall be given twenty-five (25) working days. Employees who sever their employment with the School District and return to the bargaining unit at a later date shall not be given credit for service prior to the last date of hire.

(b) Any employee who has worked for the Hamtramck Public Schools one (1) year or more, shall be paid for earned vacation time at the time of separation. A month worked shall mean a calendar month in which the employee has worked at least eleven (11) days within that calendar month.

(c) After an employee has worked for the Hamtramck Public Schools one (1) year or more, his earned vacation time shall not be reduced because he was absent from his assigned duties due to illness.

40. VACATION PERIOD

(a) Vacations will be granted at such times during the year as are suitable considering both the wishes of employees and the efficient operation of the department concerned. In cases of conflict of dates the seniority rule shall apply.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, or taken all at once if requested by the employee.

(c) When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

(d) A vacation may be waived by an employee and extra pay received for working during that period limited to one-half (1/2) of the employee's accrued vacation time subject to the approval of the Superintendent.

(e) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, such time as he is under the care of the physician shall, at the request of the employee, be charged to sick leave instead of vacation time.

His vacation shall be rescheduled at a later date.

(f) All vacation time shall be taken by the employee prior to June 30th of the fiscal year in which granted. There shall be no accumulation of vacation time. However, in extreme cases of hardship, a delay of vacation may be mutually agreed upon by both employer and employee.

41. PAY ADVANCE

(a) If an employee is separated from his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay-off for the current calendar year will have such credit deducted from his vacation the following year.

(b) Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

42. UNION BULLETIN BOARD

The employer shall provide bulletin boards in each building, which will be used exclusively by the union for posting notices pertaining to the conduct of its affairs.

43. NOTICES TO UNION

(a) Copies of all directives affecting employees within the jurisdiction of the union shall be sent to the union.

(b) Copies of all personnel actions (promotions, transfers, demotions, lay-off, discipline or discharge) shall be sent to the union.

44. RATES FOR NEW JOBS

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

45. JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. The employee will submit to the Business Office his paycheck for jury duty in order to receive his regular pay.

46. SAFETY COMMITTEE

A safety committee consisting of three (3) representatives of each party is hereby established. This committee shall meet during regular working hours for the purpose of making recommendations on safety, planning and the implementation of inservice training.

47. EQUALIZATION OF OVERTIME HOURS

(a) Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first, and so on down the list, in an attempt to equalize the overtime hours.

(b) Any employee that is unavailable or refuses his turn for the purpose of equalizing hours will be charged for those hours as if he had worked.

(c) Overtime hours will be computed from July 1 and will continue to be equalized for the duration of the contract.

48. HOSPITALIZATION, MEDICAL

(a) The employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross/Blue Shield, and a \$3.00 Prescription Rider. Each employee shall have the option of selecting HMO (Health Care Network) as their health insurance. Family dependant coverage is limited to spouse and children under the age of twenty-six (26), if single, living with parents and claimed as a dependant on the employee's 1040 Tax Return.

(b) An employee who opts not to be covered under the Board's medical coverage shall receive compensation of two hundred dollars (\$200) per month in lieu of coverage to be paid each month subject to the following condition:

The employee must supply to the District written proof of medical coverage with another employer/carrier.

(c) DENTAL - The district will provide for employee, spouse, and dependant coverage of the Blue Cross/Blue Shield Dental Plan 100/70/70% and a fifty percent (50%) orthodonture benefit. (Maximums \$1,250/\$1,000).

(d) Employees sixty-five (65) years of age or older will apply for Medicare/Medicaid coverage. The Board of Education will provide complimentary coverage. This shall not result in any additional cost to the employee.

(e) New employees hired into the bargaining unit will be entitled to apply for hospitalization coverage, medical and dental, after they have completed their ninety (90) day probation period. It shall be the employee's responsibility to fill out the required insurance forms for medical, hospitalization and dental coverage. Insurance coverage becomes effective after the insurance company notifies the employee of his/her acceptance into the plan.

(f) An employee who is on an extended unpaid leave, except for leave taken under the Family And Medical Leave Act, shall be responsible for providing his/her own Blue Cross/Blue Shield medical/dental insurance. The employee has the option of maintaining coverage by reimbursing the district at the group rate.

(g) Employees shall be covered under an Employee Assistance Program administered by Occupational Health Centers of America.

(h) The district will provide for the employee Long-Term Disability coverage consisting of a waiting period of ninety (90) calendar days with benefits of sixty-five percent (65%) of the normal monthly earnings to a maximum benefit of two thousand (\$2,000) dollars per month. Upon becoming eligible for Long-Term Disability the employee will be paid by the insurance company. The unexpended sick days of the employee will remain in the sick bank during the disability period. The employee will not earn any sick days while on disability. Employees while on disability shall not advance more than one increment.

(i) OPTICAL PROGRAM - The District shall provide each employee, spouse and dependant coverage under BCBSM's VSP plan.

49. PENSION PROVISIONS

All Employees shall be eligible for retirement benefits in accordance with the requirements and benefit schedule of the Public School Employee Retirement System. A copy of the pension plan shall be provided to the Union upon request. The employee retirement system has improved the pension for all school employees. Optimal planning will be left to the

individual contract employee.

50. SALARY SCHEDULE, CLASSIFICATION AND RATES

The Salary Schedule, Classification and Rates are incorporated into and made part of this Agreement.

Appendix A. Salary Schedule, Classification and Rates.

51. SEVERANCE PAY

An employee will be paid two thousand (\$2,000.00) dollars upon termination, except for discharge for just cause, provided he/she has at least twenty years of service. In case of death it will be paid to the designated beneficiary of record. If no designation has been made, the severance pay shall be paid to his/her estate.

52. LOSS OF PERSONAL PROPERTY

All employees will bring to work with them the minimal amount of items so as to deter theft and property loss. However, personal property that is damaged or stolen during regular working hours, may be brought to the attention of the Board of Education, and request be made for reimbursement and such request will receive consideration in each individual case.

53. EMPLOYEE PERFORMANCE

An annual written evaluation of the employee's work performance will be provided by his/her immediate supervisor prior to May 15. The objective of the evaluation is to promote individual growth and development. The evaluation process shall provide an opportunity for the supervisor and the employee to exchange views and offer constructive suggestions for improving procedures in delivering quality services.

54. MISCELLANEOUS

(a) It is agreed between the Parties to include in the reprinting of the Agreement all the classifications represented by the Union and their rates along with any differentials.

(b) It is agreed between the Parties to include in the reprinting of the Agreement to include the Memorandums of Understanding agreed to by the Parties.

(c) It is agreed between the Parties that the Board will furnish at no cost to the Union, ninety (90) copies of the Agreement and additional copies if requested.

(d) Employees who work as "on-call" employees to replace members of the unit who are ill or on leave are not subject to any provisions of the contract. If a substitute is hired as a regular employee, the probationary period shall be the same as it is for any other new employee as stated in 16(a). Substitute employees will not be used to erode the Bargaining Unit, nor work as a replacement for any employee beyond forty-five (45) days unless agreed to by the Union otherwise.

(e) All present and future employees shall work twelve (12) months per year and eight (8) hours per day. Part-time employees will not be used to erode the Bargaining Unit.

(f) In cases where an employee retires, dies, or otherwise is separated, the vacancy will be filled within thirty (30) days, but only if the Board of Education decides a replacement is needed.

(g) There shall be an annual gas allowance for the following employees:

1. All General Maintenance employees who use their own cars in the performance of duties --
\$500.00

(h) All leaves required by virtue of illness or accident compensable under Workmen's Compensation laws shall not be charged against sick leave up to a maximum of eight (8) days. The Board shall pay to such persons if they request it, an amount equal to the difference between the amount allowed under the Workmen's Compensation law of the State of Michigan and the basic salary due each employee. These days shall be deducted from sick leave. Payments are not to exceed a maximum of ninety (90) days.

(i) The Employer agrees that, during the term of this Agreement they will not allow students or N.Y.C. workers to perform any work normally performed by employees represented by the Union, if there are any employees laid off.

(j) There will be a one (1) week hold back on an employees' salary.

(k) For the purpose of this contract, a month worked shall mean a calendar month in which the employee has worked at least eleven (11) days within that calendar month. Vacation days and sick leave days and when an employee is paid within the provision of this contract shall count as days worked.

(l) Regular full-time employees who are selected to work in other school positions beyond their forty (40) hours shall be paid a rate that if multiplied by 1-1/2 shall equal to the rate for the position. If the rate for a position is \$6.00 per hour, the regular employee's rate shall be \$4.00 per hour. At a time and a half rate the employees will earn the \$6.00 per hour.

(m) Effective July 1, 1992, the District shall provide each employee with a life insurance policy in the amount of thirty thousand dollars (\$30,000).

(n) UNIFORMS The District will provide, yearly, five (5) uniforms for maintenance, custodial and bus drivers. Custodial employees and bus drivers shall receive shirts only. Employees will be responsible for cleaning and maintaining their uniforms. Employees who fail to wear their uniforms will be sent home without pay for remainder of the day. The employees, when ordering uniforms, will be able to choose between short and long-sleeved shirts. Requests must be made directly to the Director of Maintenance and Operations.

55. WORK RULES

The Board and the Union agree that to foster professionalism and order in the workplace the following rules will pertain during the term of this contract.

The primary goal of a program of corrective discipline is to achieve and maintain a high level of acceptable behavior and conduct by all staff members. To that end, it is important that all administrative and supervisory personnel recognize that the thrust and emphasis of these guidelines embrace the concept of Corrective and Progressive Discipline. The guidelines are designed to serve as tools to initiate orderly disciplinary procedures which aim to be corrective, rather than punitive.

Examples of unacceptable job-related behavior which are subject to the use of these guidelines are articulated in, but not limited to the Work Rules:

- (1) All employees are expected to report for duty every working day. Excessive tardiness or absenteeism will not be tolerated.
- (2) Each employee must notify his/her administrator-in-charge of intended absence within the time limitation specified in the labor contract.
- (3) Each employee must observe working hour schedules regarding starting time, quitting time and lunch hour.
- (4) No employee may solicit or collect contributions for any purpose on Board property without written management permission.
- (5) Employees must not sell or offer for sale any article or service without written management permission.
- (6) Employees must be diligent in their duties during assigned working hours. Loafing or other abuse of time will not be tolerated.
- (7) Employees must not interfere with any other employee's performance of duties.
- (8) Employees may not perform unauthorized personal work during assigned working hours or on school property.
- (9) Employees must not commit an act that might endanger the safety or lives of others.
- (10) Employees must perform all work efficiently, as assigned by an administrator in charge.
- (11) Employees must not falsify school records, reports or payrolls.
- (12) Employees may not leave the work location during working hours, excluding lunch periods, without permission of an administrator in charge.
- (13) Employees must not abuse, destroy, damage or deface Board property, tools, equipment or the property of others on Board premise.
- (14) Employees must not fight on Board property.
- (15) Employees are prohibited from bringing liquor or narcotics on Board property, or consuming liquor or using narcotics on Board property, or reporting for duty under the influence of liquor or narcotics.
- (16) Employees are prohibited from carrying firearms, beepers (except those furnished by the employer) or other weapons on Board property.
- (17) Employees must not disclose confidential information as limited by law to unauthorized persons. Employer will furnish each employee a copy of the current law.
- (18) Employees must not convert Board of Education property or property belonging to employees, students, or vendors for their own use.
- (19) Employees are prohibited from excessive fraternizing with students.

56. TERMINATION AND MODIFICATION

This Agreement shall continue and remain in force until June 30, 2000.

- (a) If either party desires to terminate or modify this Agreement, a proper written notice of such intent shall be given to the other party at least sixty (60) days prior to the expiration date.

(b) If neither party shall give the required notice to terminate or modify, this Agreement shall continue from year to year until said Agreement is properly terminated or modified as hereinbefore required.

(c) Notice shall consist of a written statement and sent to the Union, by certified mail or personal service to 23855 Northwestern Highway, Southfield, Michigan 48075; and, in case to the Employer, addressed to Post Office Box 12012, Hamtramck, Michigan 48212, or, to any such address that the Union or Employer may make available to each other.

57. 44-WEEK EMPLOYEES

(a) If there is a vacancy in a 52-week bargaining unit position or if a new position is created, and the employer elects to fill that position, the employer shall determine whether that position shall become a 44-week position. At least two weeks prior to such a determination, the Union shall receive written notification of the employer's consideration of the matter. If requested by the Union, the parties shall meet within five (5) days of the notification to discuss the employer's determination; providing however, that the final decision shall be the sole discretion of the employer and that decision is not subject to the grievance procedure.

(b) If a 44-week position is created, the District will post the position pursuant to Article 25(d) - transfers.

(c) All 44-week positions shall have a work period beginning in September and continuing through June; however, the Superintendent, after discussion with the Union, may adjust the work period for one (1) 44-week position during the term of this contract. Such adjustment will occur at the time of the posting for that particular position.

(d) During the 8-week off period, the District shall offer 44-week employees the first opportunity for work that becomes available in his/her classification, prior to using temporary/substitutes for that work. For any such work performed during the off period, the 44-week employee shall be paid at the same hourly rate as temporary/substitute employees are paid for such work.

(e) An employee hired for a 44-week position shall receive the same hourly rate as that person would have received had it remained a 52-week position, per the wage schedule, Appendix A.

(f) A 44-week employee shall receive the same medical benefits as 52-week employees.

(g) Sick leave shall be paid in accordance with Article 32, except that 44-week employees shall not accumulate more than 12-1/2 days per year.

(h) Personal leave and funeral leave shall be the same as received by 52-week employees.

(i) 44-week employees shall not receive vacation time.

(j) During the 44-week work period, the 44-week employee shall receive the same scheduled holidays as 52-week employees receive during that work period.

(k) 44-week employees will accrue seniority the same as 52-week employees, unless otherwise specified in this agreement.

58. EFFECTIVE DATE

This Agreement shall become effective as of date of execution, April 10, 2001, and be retroactive to July 1, 2000.

Appendix A

WAGE SCHEDULES

Group I:

CUSTODIANS

Custodians hired prior to 07/01/99

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$15.29	\$15.42	\$15.58	\$15.73	\$15.86	\$16.05	\$16.59	\$16.73	\$16.87	\$17.01
2000-2001	\$15.67	\$15.81	\$15.97	\$16.12	\$16.26	\$16.45	\$17.00	\$17.14	\$17.28	\$17.42
2001-2002	\$16.06	\$16.20	\$16.37	\$16.53	\$16.66	\$16.86	\$17.42	\$17.56	\$17.70	\$17.84
2002-2003	\$16.47	\$16.61	\$16.78	\$16.94	\$17.08	\$17.28				

Custodians hired after 07/01/99

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$11.66	\$11.86	\$12.06	\$12.26	\$12.46	\$12.66	\$12.86	\$13.06	\$13.26	\$13.46
2000-2001	\$11.95	\$12.51	\$13.07	\$13.63	\$14.19	\$14.75	\$15.31	\$15.87	\$16.44	\$17.01
2001-2002	\$12.25	\$12.82	\$13.39	\$13.96	\$14.53	\$15.10	\$15.68	\$16.26	\$16.84	\$17.42
2002-2003	\$12.56	\$13.14	\$13.72	\$14.30	\$14.89	\$15.48	\$16.07	\$16.66	\$17.25	\$17.84

Differential Salaries:

Head Custodian - High School	\$	750.00								\$	750.00
Head Custodian - Community Center	\$	750.00								\$	412.00
Head Custodian - Middle School	\$	750.00								\$	100.00
Head Custodian - Elementary School											
Late Shift (beginning 11:00 a.m.)											
Fireman											

WAGE SCHEDULES

Group I:

MAINTENANCE

General Maintenance (hired prior to 07/01/99)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
1999-2000	\$15.37	\$15.51	\$15.66	\$15.79	\$15.95	\$16.09	\$16.22	\$16.38	\$16.53	\$16.65	\$16.82
2000-2001	\$15.75	\$15.90	\$16.05	\$16.18	\$16.35	\$16.49	\$16.63	\$16.79	\$16.94	\$17.38	
2001-2002	\$16.15	\$16.30	\$16.45	\$16.59	\$16.76	\$16.90	\$17.04	\$17.21	\$17.37	\$17.82	
2002-2003	\$16.55	\$16.70	\$16.86	\$17.00	\$17.18	\$17.33	\$17.47	\$17.64	\$17.80	\$18.26	

General Maintenance (hired after 07/01/99)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$11.73	\$11.93	\$12.13	\$12.33	\$12.53	\$12.73	\$12.93	\$13.13	\$13.33	\$13.53
2000-2001	\$12.02	\$12.59	\$13.16	\$13.73	\$14.30	\$14.87	\$15.44	\$16.01	\$16.59	\$17.38
2001-2002	\$12.32	\$12.90	\$13.48	\$14.06	\$14.65	\$15.24	\$15.83	\$16.42	\$17.01	\$17.82
2002-2003	\$12.63	\$13.23	\$13.83	\$14.43	\$15.03	\$15.63	\$16.23	\$16.83	\$17.43	\$18.26

Journeyman's License

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$16.64	\$16.79	\$16.93	\$17.06	\$17.22	\$17.35	\$17.50	\$17.64	\$17.78	\$17.92
2000-2001	\$17.06	\$17.21	\$17.35	\$17.49	\$17.65	\$17.78	\$17.94	\$18.08	\$18.22	\$18.36
2001-2002	\$17.48	\$17.64	\$17.79	\$17.92	\$18.09	\$18.23	\$18.39	\$18.53	\$18.67	\$18.81
2002-2003	\$17.92	\$18.08	\$18.23	\$18.37	\$18.54	\$18.68	\$18.85	\$18.99	\$19.13	\$19.27

Journeyman's License Plus

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1999-2000	\$17.89	\$18.05	\$18.17			
2000-2001	\$18.50	\$18.62	\$18.76	\$18.90	\$19.04	\$19.18
2001-2002	\$18.96	\$19.09	\$19.23	\$19.37	\$19.51	\$19.65
2002-2003	\$19.44	\$19.57	\$19.71	\$19.85	\$19.99	\$20.13

Master's License

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$17.37	\$17.51	\$17.68	\$17.80	\$17.95	\$18.09	\$18.25	\$18.37	\$18.50	
2000-2001	\$18.73	\$18.87	\$19.01	\$19.15	\$19.29	\$19.43	\$19.57	\$19.71	\$19.85	\$19.99
2001-2002	\$19.20	\$19.34	\$19.48	\$19.62	\$19.76	\$19.90	\$20.04	\$20.18	\$20.32	\$20.46
2002-2003	\$19.68	\$19.82	\$19.96	\$20.10	\$20.24	\$20.38	\$20.52	\$20.66	\$20.80	\$20.94

Relief Foreman - \$800.00 differential per year

WAGE SCHEDULES

Journeyman's License Classification:

A Journeyman's pay scale will be established for any maintenance personnel who have obtained their journeyman's card providing that the journeyman's trade is applicable for use in the school district.

The Board of Education policies will be used to develop guidelines with union input that meet the requirements as outlined by the various trade unions.

Reclassification from "Journeyman's License" to "Journeyman's License Plus"

The policy for promotion of this classification shall be as follows:

1. The employee must have served in the journeyman classification for at least four (4) years;
2. The employee must be recommended by the Superintendent of Schools and the Assistant Superintendent for promotion to the classification;
3. The increase in salary shall be in accordance with the policies of the Board of Education affecting promotions, as given in paragraph "d" , page 34 of the "Policies" Hamtramck Board of Education adopted October 29, 1956.

WAGE SCHEDULES

Group I:

BUS DRIVERS

Bus Driver (Hired prior to 07/01/99)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$15.59	\$15.73	\$15.86	\$16.03	\$16.17	\$16.32	\$16.46	\$16.64	\$17.20	\$17.34
2000-2001	\$15.98	\$16.12	\$16.26	\$16.43	\$16.57	\$16.73	\$16.87	\$17.06	\$17.62	\$17.76
2001-2002	\$16.38	\$16.53	\$16.66	\$16.84	\$16.99	\$17.15	\$17.29	\$17.48	\$18.06	\$18.20
2002-2003	\$16.79	\$16.94	\$17.08	\$17.26	\$17.41	\$17.57	\$17.73	\$17.92		

Bus Driver (Hired after 07/01/99)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$11.90	\$12.10	\$12.30	\$12.50	\$12.70	\$12.90	\$13.10	\$13.30	\$13.50	\$13.70
2000-2001	\$12.20	\$12.77	\$13.34	\$13.91	\$14.48	\$15.05	\$15.62	\$16.19	\$16.76	\$17.34
2001-2002	\$12.50	\$13.08	\$13.66	\$14.24	\$14.82	\$15.40	\$15.99	\$16.58	\$17.17	\$17.76
2002-2003	\$12.81	\$13.40	\$14.00	\$14.60	\$15.20	\$15.80	\$16.40	\$17.00	\$17.60	\$18.20

Differential Salaries:

Head Bus Driver - \$750.00

WAGE SCHEDULES

Group I:

RECREATION

General Maintenance Worker (Semi-Skilled)

(Hired prior to 07/01/99)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$15.37	\$15.51	\$15.66	\$15.79	\$15.95	\$16.10	\$16.27	\$16.82	\$16.96	\$17.10
2000-2001	\$15.75	\$15.90	\$16.05	\$16.18	\$16.35	\$16.50	\$16.68	\$17.23	\$17.37	\$17.51
2001-2002	\$16.15	\$16.30	\$16.45	\$16.59	\$16.76	\$16.92	\$17.09	\$17.66	\$17.80	\$17.94
2002-2003	\$16.55	\$16.70	\$16.86	\$17.00	\$17.18	\$17.34	\$17.52	\$18.09	\$18.23	\$18.37

General Maintenance Worker (Semi-Skilled)

(Hired after 07/01/99)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$11.73	\$11.93	\$12.13	\$12.33	\$12.53	\$12.73	\$12.93	\$13.13	\$13.33	\$13.53
2000-2001	\$12.02	\$12.58	\$13.14	\$13.70	\$14.26	\$14.82	\$15.39	\$15.96	\$16.53	\$17.10
2001-2002	\$12.32	\$12.89	\$13.46	\$14.03	\$14.61	\$15.19	\$15.77	\$16.35	\$16.93	\$17.51
2002-2003	\$12.63	\$13.22	\$13.81	\$14.40	\$14.99	\$15.58	\$16.17	\$16.76	\$17.35	\$17.94

Maintenance Leader (Skilled)

(Hired prior to 07/01/99)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$15.59	\$15.73	\$15.86	\$16.02	\$16.16	\$16.29	\$16.49	\$17.04	\$17.18	\$17.32
2000-2001	\$15.98	\$16.12	\$16.26	\$16.42	\$16.56	\$16.70	\$16.90	\$17.46	\$17.60	\$17.74
2001-2002	\$16.38	\$16.53	\$16.66	\$16.83	\$16.98	\$17.11	\$17.32	\$17.90	\$18.04	\$18.18
2002-2003	\$16.79	\$16.94	\$17.08	\$17.25	\$17.40	\$17.54	\$17.76	\$18.34	\$18.48	\$18.62

Maintenance Leader (Skilled)

(Hired after 07/01/99)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$11.99	\$12.19	\$12.39	\$12.59	\$12.79	\$12.99	\$13.19	\$13.39	\$13.59	\$13.79
2000-2001	\$12.29	\$12.84	\$13.40	\$13.96	\$14.52	\$15.08	\$15.64	\$16.20	\$16.76	\$17.32
2001-2002	\$12.60	\$13.17	\$13.74	\$14.31	\$14.88	\$15.45	\$16.02	\$16.59	\$17.16	\$17.74
2002-2003	\$12.91	\$13.49	\$14.07	\$14.65	\$15.23	\$15.82	\$16.41	\$17.00	\$17.59	\$18.18

Differential Salaries:

Maintenance Leader -	\$450.00
Additional Pay for work during the ice skating season	- \$200.00
General Maintenance Worker -- Semi-Skilled	- \$275.00
General Maintenance Worker -- Skilled	- \$400.00
Maintenance Leader	

WAGE SCHEDULES

Group II SECRETARIES

RECLASSIFICATION OF SECRETARIAL PERSONNEL

Secretaries shall be classified by grades in accordance with the levels of responsibilities for the position, as follows (highest to lowest):

Grade I

- Payroll Secretary
- Secretary to the Director of Technology

Grade II

- Secretary to the Director of Special Services
- Secretary to the Director of Adult Education
- Secretary to the High School Principal
- Secretary to the Middle School Principal
- Accounts Payable Secretary
- High School Counseling Secretary
- Secretary to Elementary Principal
- Secretary to Director of Bilingual Education
- Secretary to Curriculum Director
- Purchasing/Business Office Secretary
- Secretary to Early Childhood Center Principal
- Personnel Secretary
- Residency Office Secretary

Grade III

- Transportation Secretary
- Maintenance Secretary
- Recreation Secretary
- Secretary to the High School Assistant Principal
- Secretary to the Middle School Assistant Principal
- Secretary to the Elementary School Assistant Principal

Language

When promoted to a higher classification, secretary shall begin on the step of the salary schedule that she is currently on. (i.e. - Secretary in Grade III currently on Step 2 who is promoted to Grade II would begin that position on Step 2 of Grade II).

WAGE SCHEDULES

Group II:

SECRETARIES

Grade I (hired prior to 07/01/99)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$16.79	\$16.93	\$17.05	\$17.19	\$17.32	\$17.45	\$17.64	\$18.22	\$18.36	\$18.50
2000-2001	\$17.21	\$17.35	\$17.48	\$17.62	\$17.75	\$17.89	\$18.08	\$18.67	\$18.81	\$18.95
2001-2002	\$17.64	\$17.79	\$17.91	\$18.06	\$18.20	\$18.33	\$18.53	\$19.14	\$19.28	\$19.42
2002-2003	\$18.08	\$18.23	\$18.36	\$18.51	\$18.65	\$18.79	\$19.00			

Grade I (hired after 07/01/99)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$12.81	\$13.01	\$13.21	\$13.41	\$13.61	\$13.81	\$14.01	\$14.21	\$14.41	\$14.61
2000-2001	\$13.13	\$13.72	\$14.31	\$14.90	\$15.50	\$16.10	\$16.70	\$17.30	\$17.90	\$18.50
2001-2002	\$13.46	\$14.07	\$14.68	\$15.29	\$15.90	\$16.51	\$17.12	\$17.73	\$18.34	\$18.95
2002-2003	\$13.79	\$14.41	\$15.03	\$15.65	\$16.27	\$16.90	\$17.52	\$18.16	\$18.79	\$19.42

Grade II (hired prior to 07/01/99)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$16.36	\$16.49	\$16.64	\$16.79	\$16.93	\$17.05	\$17.26	\$17.83	\$17.97	\$18.11
2000-2001	\$16.77	\$16.90	\$17.06	\$17.21	\$17.35	\$17.48	\$17.69	\$18.27	\$18.41	\$18.55
2001-2002	\$17.19	\$17.32	\$17.48	\$17.64	\$17.79	\$17.91	\$18.13	\$18.73	\$18.87	\$19.01
2002-2003	\$17.62	\$17.76	\$17.92	\$18.08	\$18.23	\$18.36	\$18.59			

Grade II (hired after 07/01/99)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$12.48	\$12.65	\$12.82	\$12.99	\$13.16	\$13.33	\$13.50	\$13.67	\$13.84	\$14.01
2000-2001	\$12.79	\$13.38	\$13.97	\$14.56	\$15.15	\$15.74	\$16.33	\$16.92	\$17.51	\$18.11
2001-2002	\$13.11	\$13.71	\$14.31	\$14.91	\$15.51	\$16.11	\$16.72	\$17.33	\$17.94	\$18.55
2002-2003	\$13.44	\$14.05	\$14.66	\$15.28	\$15.90	\$16.52	\$17.14	\$17.76	\$18.38	\$19.01

WAGE SCHEDULES

Grade III (hired prior to 07/01/99)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$15.92	\$16.07	\$16.20	\$16.36	\$16.49	\$16.64	\$16.85			
2000-2001	\$16.32	\$16.47	\$16.61	\$16.77	\$16.90	\$17.06	\$17.27	\$17.41	\$17.55	\$17.69
2001-2002	\$16.73	\$16.88	\$17.02	\$17.19	\$17.32	\$17.48	\$17.70	\$17.84	\$17.98	\$18.12
2002-2003	\$17.14	\$17.31	\$17.45	\$17.62	\$17.76	\$17.92	\$18.15	\$18.29	\$18.43	\$18.57

Grade III (hired after 07/01/99)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1999-2000	\$12.14	\$12.28	\$12.42	\$12.56	\$12.70	\$12.84	\$12.98	\$13.12	\$13.26	\$13.40
2000-2001	\$12.44	\$13.02	\$13.60	\$14.18	\$14.76	\$15.34	\$15.92	\$16.51	\$17.10	\$17.69
2001-2002	\$12.75	\$13.34	\$13.93	\$14.52	\$15.12	\$15.72	\$16.32	\$16.92	\$17.52	\$18.12
2002-2003	\$13.07	\$13.68	\$14.29	\$14.90	\$15.51	\$16.12	\$16.73	\$17.34	\$17.95	\$18.57

WAGE SCHEDULES

Group III

<u>HEAD COOK (hired as of 07/01/01)</u>	
1999-2000	(44 weeks) \$15.60
2000-2001	(44 weeks) \$15.99
2001-2002	(44 weeks) \$16.39
2002-2003	(44 weeks) \$16.80

<u>CAFETERIA HELPER (hired as of 07/01/01)</u>	
1999-2000	(44 weeks) \$14.29
2000-2001	(44 weeks) \$14.65
2001-2002	(44 weeks) \$15.01
2002-2003	(44 weeks) \$15.39

Differential Salaries:

Head Cook - \$312.00

P.E.O.P.L.E. CHECKOFF

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**HAMTRAMCK BOARD OF
EDUCATION**

**LOCAL 257, MICHIGAN DISTRICT
COUNCIL 25, of the AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFFILIATED WITH AFL-CIO**

Jean Borushko
President

Elizabeth Ann Zvolak
Secretary

Joseph J. Suts
President, Local 257

Deborah Caminita
Vice-President, Local 257

Alexise Rubasz
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Randall Rutge
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Carl Schuler
Committee Member

Jimmy Heagans
Jimmy Heagans
Staff Representative
Michigan Council #25