

*Maintenance
& operations*

AGREEMENT

BETWEEN

The Board of Education of the School District of the
City of Highland Park

And

Local Union No. 1416
Michigan District Council No. 25 of the American
Federation of State, County and Municipal
Employees AFL – CIO

EFFECTIVE
JULY 1, 1995 – June 30, 2001

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SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK

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OF THE
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MICHIGAN DISTRICT COUNCIL No. 25
OF THE
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL - CIO**

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AGREEMENT

THIS AGREEMENT ENTERED into this 16th day of December, 1993 between the Board of Education of the School District of the City of Highland Park (hereinafter referred to as the "Employer") and Local Union No. 1416, Michigan District Council #25 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

1 - A PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and all other working conditions which shall prevail for the duration of this agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the well-being of the Employer and the job security of the employees depend upon the Employer's ability to continue to provide the proper facilities for those who the Employer serves, the Employer and the Union, for and in consideration of the mutual promises, stipulation and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

1 - MANAGEMENT RIGHTS

Except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Highland Park Public Schools and to direct its employees.

2 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of 1947, as amended up to and including Public Act 379 of 1965, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, of all Employees of the Employer included in all classifications of the M & O group. The Maintenance Shop Foreman and the Maintenance and Operations Supervisor are excluded from this group.

3 - NONDISCRIMINATION

The Employer and the Union recognize their responsibilities under Federal, State and Local laws relating to fair employment practices.

The Employer and the Union recognize the moral principles involved in the areas of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate.

The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, nationality, political belief or physical handicap which does not impair the individual's ability to satisfactorily perform the required work, nor shall the employer or its agents not the Union, its agents or members, discriminate against any employee because of such employee's membership or non-membership in the Union.

- (a) The Employer and the Union agree that the Employer's Affirmative Actions program is in the best interest of both and that they shall cooperate in endeavoring to achieve the objectives therein sought.

4 - AGENCY SHOP

- (a) As a condition of employment, each member of the bargaining unit, beginning with the first complete month following (1) a date thirty calendar days after the date of execution of this Agreement, or (2) a date thirty calendar days after employment in the bargaining unit, whichever is later, and monthly thereafter during the life of this Agreement, shall tender to the Union either periodic and uniformly required union dues, or in the alternative a service charge in an amount equivalent to the periodic and uniformly required union dues.
- (b) No employee shall be terminated under this Article 4 unless:
 - (1) The Union first has notified the employee by letter, explaining that he is delinquent in not tendering either periodic and uniformly required union dues or the service charge in an amount equivalent to the periodic and uniformly required union dues, and specifying the current amount of such delinquency, and warning him or her that unless such dues or service charge or a properly executed wage deduction authorization are tendered within thirty calendar days of such notice, he will be reported

to the Employer for termination as provided in this Article 4, and

- (2) The Union has furnished the Employer with a copy of the letter sent to the employee and notice that he has not complied with the Union's request. When requesting the Employer to terminate the employee, the Union shall further specify the following by written notice:

"The Union certifies that _____ (Name) has failed to tender either the periodic and uniformly required union dues or service charge required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of the Agreement, the Employer shall terminate this employee."

- (c) The Employer agrees that, within five days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his services shall be terminated at the end of the pay period next following the pay period in which the employer's notice is sent to the employee, unless in the meantime the employee tenders the required dues or service charge or a properly executed wage deduction authorization. If the employee fails to comply within the required time, the Employer agrees to terminate the employee at the end of the pay period following the pay period in which the Employer's notice to the employee is sent.
- (d) The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents, or employees for any monetary award arising out of such litigation.

5 - DUES OF SERVICE CHARGE CHECK OFF

- (a) During the life of this Agreement, the Board will deduct one month's current uniform and periodic union dues or service charge from the pay of each bargaining unit employee who voluntarily executes and delivers to the Board either of the following authorization forms (Form A or Form B), copies of which follows:

FORM A
VOLUNTARY AUTHORIZATION FORM
DEDUCTION OF UNION DUES

Name _____

Social Security No. _____

School _____

I authorize the Highland Park Board of Education to deduct from wages earned or to be earned by me monthly union dues as certified to the Board by the financial officer of Local 1416 of District Council 25, American Federation of State, County and Municipal Employees, and to remit the same to the Union at such time and in such manner as may be designated by the Assistant Superintendent-Business, but not less than monthly.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the Board with notice to the Union of such revocation, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable collective agreement between the Board and the Union, whichever occurs sooner. This authorization and direction shall be automatically revoked upon my termination of employment with the Board.

 (Signature of Employee)

 (Social Security No. of Employee)

 (Date of Signing)

 (Date of Delivery to Board)

FORM B
VOLUNTARY AUTHORIZATION FOR
DEDUCTION OF SERVICE CHARGE

Name _____

Social Security No. _____

School _____

I authorize the Highland Park Board of Education to deduct from wages earned or to be earned by me a monthly service charge as certified to the Board by the financial officer of Local 1416 of District Council 25, American Federation of State, County and Municipal Employees, and to remit the same to the Union at such time and in such manner as may designated by the Assistant Superintendent-Business, but not less than monthly.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the Board with notice to the Union of such revocation, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed for the period each succeeding applicable collective agreement between the Board and the Union, which ever occurs sooner. This authorization and direction shall be automatically revoked upon my termination of employment with the Board.

(Signature of Employee)

(Social Security No. of Employee)

(Date of Signing)

(Date of Delivery to Board)

- (b) The following certification form shall be used by the Union when certifying membership dues or service charge:

**CERTIFICATION OF FINANCIAL OFFICER
OF UNION**

I certify that until further notice, the membership dues or service charge payable under Article 5 of the current collective bargaining agreement is \$ _____ per month for the months September through June.

Date of Deliver to Board: _____

- (c) Payroll deductions shall be made monthly in a manner determined by the Assistant Superintendent-Business; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Service Charge" and (2) the certification of the Union's financial officer as to the amount of the monthly union dues or service charge has been delivered to the Board at least fifteen calendar days prior to the first payday of the calendar on which the change is to become effective.
- (d) A bargaining unit employee may revoke his "Voluntary Authorization" for deduction of union dues or service charge at any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Union. Payroll deduction shall terminate when a revocation has been delivered to the Board at least thirty calendar days prior to the first payday of the calendar month.
- (e) All sums deducted by the Board shall be remitted to the financial officer of the Union once each month by the fifteenth calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.

- (f) The Board shall not be liable to the Union by reason of this Article 5 for the remittance or payment of any sum other than constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article 5, or in reliance or any list, notice, certification or authorization furnished under this Article 5.

6 - STEWARDS AND ALTERNATE STEWARDS

- (a) The Union may appoint or elect one steward in each building and two stewards may be appointed in the high school and college building.
- (b) When all of the above stewards are absent from work, an alternate can be appointed by the Local president.
- (c) The stewards, upon request of the employee, may participate in Step 1 of the Grievance Procedure during working hours. A designated representative shall have the right to review, investigate and process grievances during working hours without loss of time or pay. This privilege shall not be abused.

7 - SPECIAL CONFERENCES

Upon the request of either party, special conferences will be arranged between the Local President and the employer or their designated representatives at least once a month to discuss matters of mutual concern. Such meetings shall be attended by two (2) representatives of the Union.

Arrangements for such special conferences shall be made in writing and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The conference shall be held within ten working days following receipt of the request. The Board shall present to the Union the results of the meeting in writing within ten working days after the conference has taken place.

8 - GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to

the application and interpretation of this Agreement and disciplinary action or other conditions of employment. Further, it shall serve to settle complaints by a bargaining unit employee, or by the Union in its own behalf.

- (a) A grievance is a complaint by a bargaining unit employee, or by the Union in its own behalf, concerning: (1) any alleged violation of this Agreement, or (2) any disciplinary action.
- (b) A meeting will be held at each step between the grievance committee and the Board representatives.
- (c) A grievance not filed within ¹⁵ ~~ninety (90)~~ days of the alleged violation, or when it becomes known, will be barred from this grievance procedure. *the persons should have R.*
- (d) All grievances shall be handled by the following procedures.

Any maintenance and operational employee who feels his rights and privileges have been violated shall have the right to Union representation in presenting his grievance in the following order:

- STEP 1 To the Maintenance Shop Foreman or the Maintenance and Operations Supervisor and/or the building principal where the Employee and the Union will receive a written answer within three (3) working days.
- STEP 2 To the Director of Maintenance and Operations where the Employee and the Union will receive a written answer within three (3) days.
- STEP 3 To the Assistant Superintendent or Executive Vice-President in Charge of Personnel, or his authorized delegate. At this point, the grievance must be in writing and his answer in writing to the Union and the Employee within five (5) working days.
- STEP 4 The Union may appeal the decision of the Superintendent or his designee or President or his designee as provided in Step 3, above, to arbitration within ten (10) working days. The appeal shall state the basis for the appeal.
- (e) The officers of the Union shall have the right to appeal directly to the Assistant Superintendent of Personnel in the case of a Union grievance.

- (f) The officers of the Union of which the employee is a member, or a committee designated by them, may have access to all papers concerned, provided written permission of the individual is obtained in advance.
- (g) Arbitration -- within ten (10) school days after delivery of the Superintendent's decision, a grievance may be appealed to advisory arbitration by the Union. The arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and ~~American Arbitration Association~~ shall be shared equally by the Board and the Union. The arbitrator's decision shall be advisory only and shall not be binding upon any party except in matters involving wages, discharge or suspension.

The arbitrator shall confine his opinion to the sole question of whether or not there has been a violation of this Agreement or whether any disciplinary action was unjust or improper. He shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or the Administration. As an alternate to the foregoing procedure, the Union may refer the grievance to fact finding by a fact finder appointed by the Michigan Labor Mediation Board subject to the following:

- (1) Such referral must be made within the same time limits as are specified above for advisory arbitration and the scope of the fact finder's recommendation shall be the same as that specified above for the advisory arbitrator.
 - (2) If the Labor Mediation Board requires that mediation precede fact finding, such mediation shall occur, but the mediation phase may be terminated by either party at any time.
 - (3) Within five (5) school days after the parties have been notified of the name of the fact finder appointed by the Labor Mediation Board, either party may give written notice to the other party of its election to revert to the American Arbitration Association procedures specified in the paragraph above and, in that event, such American Arbitration Association procedures shall be followed.
- (h) Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which

would have been allotted had the decision been given. Failure to file a written grievance within fifteen (15) working days following the act or condition which is the basis of the grievance shall bar further appeal. Time limits may be extended in a specific instance by mutual agreement in writing.

- (i) Any party to a grievance shall have the right to Union representation by legal counsel at STEP 4 above provided, however, that no employee may be represented by counsel for any employee organization other than the Union. A representative from Council 25 of the International Union of the American Federation of State, County and Municipal Employees may participate at point 8 (e) above except when the employee is proceeding individually.
- (j) The Union and/or the individual having filed the grievance has the right to withdraw the same without prejudice at any step.

9 - DISCHARGE AND SUSPENSION OF NON-PROBATIONARY EMPLOYEES

The discharge or suspension of a M & O employee shall be for just cause only.

- (a) Notice of discharge or suspension -- the Employer agrees promptly upon discharge or suspension of non-probationary employee to notify the employee in writing with a copy to the President of Local 1416 or his/her designate Union representative.
- (b) The discharged or suspended non-probationary employee will be allowed to discuss his/her discharge or suspension with the President or designated Union representative of the District, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, wherever possible, the Employer or the designated representative will discuss the discharge or suspension with the employee and the president or the designated Union representative. If not resolved at this meeting, the suspension or discharge can then be appealed in writing to the Superintendent.

10 - SENIORITY

- (a) New employees hired in the unit shall be considered as probationary employees for the first six months of their employment. The probationary period shall be accumulated within not more than one school year. When an employee completes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day employed. There shall be no seniority among probationary employees. A probationary employee's probation may be extended, but in no instance will go beyond one (1) year of the date of hire.
- (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 2 of this Agreement; The Employer shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance.
- (c) Seniority on a system-wide basis, in accordance with the employee's last date of hire, will apply for purposes of bumping, shift preference, temporary assignments, transfers, layoff and recall. In the case of recall, a person's seniority shall not be the basis for a recall to a position higher in classification than the position held at the time of layoff. The name of the bargaining unit member will remain on the seniority list for five (5) years after layoff unless he/she quits.
- (d) A newly promoted employee shall be on probation in his/her new position for six (6) months. During that period to time, he/she will have no seniority in the new classification. However, he/she will continue to accrue district-wide seniority. After the probationary period has been completed, the promoted employee shall have system-wide seniority in his/her new position based upon his/her first day of hire as a member of the bargaining unit.

11 - SENIORITY LISTS

- (a) Seniority shall not be affected by the race, sex, marital status or dependents 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 the pertinent dates for determination of system classification seniority.
- (c) The Employer will keep the seniority list up-to-date at all times and will make it available to the local Union and/or Council Office upon reasonable request.
- (d) The name of the bargaining unit member will remain on the seniority list for five years after layoff unless he/she quits.

12 - LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- (a) He/she quits.
- (b) He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- (c) He/she is absent for five consecutive working days without notifying the Employer, unless such absence is caused by circumstances beyond his/her control. (Such absence results in automatic discharge and the Employer will send written notification to the employee at his/her last known address that his/her employment has been terminated, and he/she has lost seniority).
- (d) He/she does not return to work when recalled from layoff as set forth in the recall procedure.
- (e) Failure to return from leave of absence without notification to Employer will be treated the same as (c) above.
- (f) He/she retires.

13 - LAYOFF DEFINED

- (a) Layoff means a reduction in the working force and not as a result of disciplinary action.
- (b) If a layoff becomes necessary, the following procedures shall be followed:

- (1) Probationary employees will be laid off first.
 - (2) Non-probationary employees will be laid off according to seniority as defined in Section 10 (c).
- (c) A laid off non-probationary employee may bump an employee in a difference job description at the same or lower classification provided the bumped employee has less seniority, as defined in Section 10 (d) and provide, further, that the bumping employee is qualified to perform the job of the bumped employee.
- (d) Notice of layoff and bumping shall be as follows:
- (1) Employee to be laid off for an indefinite period of time by the Employer will have at least three weeks notice of layoff.
 - (2) If the laid off employee desires to bump another employe, he/she must advise the Assistant Superintendent for Personnel within two working days after receipt of notice of layoff which junior employee is to be bumped, pursuant to Section 11 (c).
 - (3) The bumped employee shall be given two working days notice of his/her layoff by reason of bumping.
 - (4) An employee bumping a junior employee shall have twenty working days to establish that he/she is qualified to perform the job of the bumped employee.
 - (5) When the identity of employees to be laid off or bumped has been determined, the President of Local 1416 shall be advised promptly.

14 - RECALL PROCEDURES

When the working force is increased after layoff, employees will be recalled in the reverse order as that outlined in Article 13. Notice of recall shall be sent to the employee and the Union at his/her 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, unless conditions are beyond the control of the individual, he shall be considered to have quit.

15 - TRANSFER AND VACANCIES

(a) **Transfer of Employees:**
If an employee is transferred to a position not included in the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred.

(b) **Advertisement of vacancies:**

Job vacancies will be posted for a period of three (3) weeks, setting forth requirements for the position in a conspicuous place in each permanent building. All Maintenance and Operation job postings will be sent to building administrators who will share them with Maintenance and Operations stewards. Job posting will specify work location, if applicable. Employees interested shall apply in writing during the posting period.

Within thirty (30) days of an advertised job vacancy closing, all applicants will be interviewed and answered in writing.

16 - PROMOTIONS

(a) The Employer agrees that promotions within the bargaining unit shall be made on the basis of seniority, ability and past performance. The successful applicant who meets the requirements shall be granted a six-month trial period to determine (1) ability to perform on the job; (2) desire to remain on the job. In the event the senior applicant is not given the promotion, reasons for the denial shall be given to the employee and to his/her Union representative in writing.

(b) During the six-month trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, reasons shall be given to the employee and to his/her Union representative in writing if the employee so desires.

(c) During the trial period, the employees will receive the rate of pay of the job to which they are assigned.

(d) Everything else being equal, present employees will be given preference over outside employees in promotions and in filling vacancies.

17 - TRAINING AND UPGRADING PROGRAMS

See Appendix "B".

- (a) The Employer agrees to immediately advertise for three (3) trainees in the areas of:
 - (1) Electrical
 - (2) Carpenter
 - (3) Plumber-Heat Control
- (b) The Employer agrees to immediately fill these training programs with three (3) trainees.
- (c) Salary:
 - (1) Trainee will be placed on Maintenance and Operation Salary Schedules as per program outline.
 - (2) The Employer agrees not to demote any current employee selected for the program in either salary or classification.
 - (3) Advancement will be made according to outline.
 - (4) After completion of the apprentice program, proper certification, licensing or obtainment of a journeyman's card, trainee will be slotted into Classification 9.
- (d) A trainee who fails to complete the program or completes the program and has not complied with (c) above, shall be returned to his/her previous classification.

18 - VETERANS

Veterans will be re-employed in accordance with applicable law.

19 - PAYDAY

Employees shall receive pay checks in 26 installments paid every two weeks for twelve months. The Employer shall make every effort to assure employees of the utilization of uniform payroll procedures. When the Employer deems it necessary to change the present payroll procedures he will notify both the Union and the employees at least (30) days prior to the implementation of any procedural change.

20 - PAYROLL DEDUCTIONS

The Employer agrees to deduct from salaries of employees who voluntarily authorized in writing by each employee.

- (a) Tax Deferred Annuities
- (b) U.S. Savings Bonds
- (c) Credit Union monies
- (d) People (Form C)

The Union agrees that deductions for (d) PEOPLE shall not commence until such time as there is a reasonable number of people requesting this service.

Individual authorization forms shall be furnished by the appropriate organization involved and, when executed, filed individually or cooperatively with the Business Office in the manner prescribed by the Business Office. The Employer agrees to disburse these deductions for the purposes intended. All procedures for these payroll deductions shall be established by the Business Office.

21 - LEAVE PLAN

- (a) Grandfather Clause:

For purposes of initiating this leave plan, all employees employed by the School District of the City of Highland Park on July 1, 1968, will begin their accumulative leave bank with the same number of days they would have had under the sick leave plan in effect during the 1967-68 school year with the exception of first-year employees who will receive 14 days for the 1968-69 school year.

- (b) Personal Leave with Pay:

- (1) Personal leave time with pay will be granted to the Employee at the rate of 17 days per year for all employees with less than five years seniority; 18 days per year for employees with five or more years seniority.
- (2) Unused personal leave time shall be accumulated to a total of 300 days to be known as paid leave bank.

- (3) Each member of the bargaining unit will be provided a statement of available leave time by the 15th of July each year which shall include any previously accumulated leave time and the advance time credited for the current year.
- (4) Leave time with pay will be granted and deducted from the leave bank for personal illness, injury, critical illness or death in immediate family and personal business. In addition to accumulated bank limitation, the following time limits shall prevail:

a. Personal Illness and/or Injury

Leave time with pay shall be granted to the employee for the number of days the employee is required to stay home due to illness or injury to a maximum of the full amount available in the employee's accumulated leave bank at the time the illness or injury occurs.

- b. Critical illness or death in immediate family, and/or personal business -- a total aggregate of a maximum of five (5) days for all purposes listed in this (b) section in any one year. Individual adjustments may be made by the Superintendent to cover specific and unusual circumstances.

Specific annual limitations on use of personal leave days shall be follows:

1. Critical illness of member in immediate family may be granted up to five (5) days.
2. Death in immediate family may be granted up to three (3) days with no deduction from leave bank.
3. Marriage of employee, son or daughter, one (1) day may be granted if within 200 miles up to three (3) days may be granted depending on distance.
4. Religious Holidays -- three (3) days may be granted.
5. Other personal business -- up to five (5) may be granted.

(5) Criteria for fulfilling requirements of participating in personal leave with pay:

a. Personal illness and injury:

Employees who are absent due to illness or injury shall call the building office in which they work and the Maintenance Shop if they are assigned to the Maintenance Department.

1. The Board, at its own expense, may require an examination, performed by a Board-designated physician, of a person whose claim for personal leave with pay, when and as often as it may reasonably require during the pendency of the claim for leave benefits. If upon such examination, it appears the person is not sick or injured, all personal leave with pay benefits for such person shall be terminated forthwith. Further, any person falsely claiming illness or injury in order to receive personal leave benefits shall have all such benefits terminated forthwith.
2. An employee absent ten (10) or more consecutive work days because of illness or injury shall, upon his return and before resuming his duties, furnish the administrator in charge of personnel with a statement signed by a competent physician indicating the nature of the illness or injury and a certification of fitness for the employee to resume his/her or normal duties.
3. An employee will not be permitted to return to his/her assignment without permission of the Assistant Superintendent of Personnel if it is necessary for the employee to use crutches, or if portions of his/her body are encumbered by bandages or in slings, or if the condition of his/her body is such to be deemed hazardous in the performance of his/her work.
4. In cases where an employee is absent from employment by reason of an injury compensable under the Worker's Compensation Act, such employee shall be paid the daily amount which would be normally earned,

minus the amount the daily compensation received under the Act. Paid leave days in such cases shall be deducted from the employee's leave time bank in proportion to the daily amount paid by the District. The first five (5) working days of injury are not deductible from sick leave.

5. When an employee resumes duties following an absence, the employee shall complete and sign the Employee Absence Report form the first full day of employment following an absence. Failure to do so shall cause the employee to lose his/her "leave" rights with pay. The Employee Absence Report Form shall be obtained from and returned to the unit administrator.

(b) Critical illness or death in immediate family or other personal business, description and the requirements:

1. Immediate family includes wife (or husband), children, father, mother, brother, sister, father-in-law, mother-in-law, of the employee. Individual adjustments may be made by the Assistant Superintendent of Personnel to cover specific and unusual circumstances.
2. Critical illness of a member of the immediate family that shall require care, attention and presence of the employee.
3. Other personal business leave may be granted for personal or private business, provided such leave is necessary, is for a reason beyond the control of the individual requesting it, and sought for a legitimate activity that can be accomplished only during school hours.
4. Personal business leave will not be granted in the first or last weeks of the school year or within three days prior to or following a vacation period.
5. All requests for personal leave shall be in writing, shall state circumstances, and shall be initiated with the unit administrator. Except in cases where extreme circumstances prevent, approval of the employee's request for personal leave

the employee's request for personal leave must be obtained from the unit administrator and the Assistant Superintendent of Personnel in advance of the absence. A denial at any level of a request for personal business leave shall include a written reason for such denial, in which event the employee shall have the right to appeal directly to the Assistant Superintendent of Personnel for approval or disapproval.

6. In unusual cases involving particularly private or confidential circumstances, the unit administrator and Assistant Superintendent of Personnel may act on the basis of a verbal rather than a written statement of circumstances. However, the request for personal business leave shall be in writing.
7. Except in cases of extreme emergency, failure to submit a written request for personal business leave and to have such leave approved in advance of the absence will result in forfeiture of pay for the absence and possible other discipline.

(c) Personal Leave of Absence Without Pay

- (1) Any person who has been employed by the Board of Education for a minimum period of three (3) consecutive years may, on written request, be allowed a personal leave, without pay, for good and sufficient reason, provided it does not in any way injure the school program. Such leave may be one-half or a maximum of one full year. Applications for personal leave of absence must be submitted by March 1 for leaves beginning the first half of a work year and by October 15 for leaves beginning the second half of the work year; provided any person who has exhausted his or her personal leave with pay bank and is not able to resume full employment shall be eligible to make a written request for personal leave without pay for a period of estimated time not to exceed the current school year within 20 school days after the depletion of the leave bank. Failure to file such a request shall be considered as intent of the employee not seek further employment in the school system.

- (a) Personal leave of absence to take other employment will not be granted except as specifically stated in other parts of this contract.
- (b) If, at the expiration of the personal leave, a person wishes to resume employment with the School, it shall be his/hr responsibility to initiate a request on or before the above dates of the year specified. Failure to do so will indicate a lack of intent to resume employment with the School District.
- (c) Personal leaves of absence may be extended for a maximum of one additional year beyond the original request.
- (d) Persons returning from a personal leave of absence shall be considered first on the list of qualified candidates when a position is open requiring a person with his or her qualifications.
- (e) Upon return from a personal leave of absence without pay, the employee shall be placed on the salary schedule step for which he or she was eligible when employee left for said leave.

(2) Military Leave

An employee in the bargaining unit who may enlist, be drafted, or be recalled into active duty of any branch of the United States Armed Forces shall make application in writing for military leave. All aspects of military leave and return there from will be governed by applicable provisions of state and Federal law in effect at the time in question.

(3) Maternity Leave

- (a) The Board of Education shall grant a leave of absence without pay for maternity upon written request for such leave by the employee and certification of pregnancy by the employee's physician. Such leaves will be counted as credit toward steps on any salary schedule.
- (b) The employee shall notify the Administrator in charge of Personnel by a written statement from her physician as soon as pregnancy has definitely been determined. The physician's statement must specify the expected date and must further specify the date

until which in the physician's opinion, the employee can continue full time employment in her position without either (a) danger to the employee's health or that of the child; or (b) impairment in any way of the employee's ability to perform her duties.

- (c) The effective date of separation for maternity reasons shall be the date specified by the employee's physician as described in sub-section (b) above.
- (d) Within two weeks after delivery, the employee shall provide the administrator in charge of Personnel with a statement from her physician specifying the date when, so far as the health of the employee is concerned and without respect to any aspect of care and feeding of the child, the employee is able to resume full-time employment in her position without danger to the employee's health and without impairment in any way of the employee's ability to perform her duties.
- (e) The date of resumption of employment in her position shall be the date specified by the employee's physician as described in sub-section (d) above.
- (f) The employee may apply sick leave to her maternity leave to the extent the employee is physically unable to work; provided the number of sick days does not exceed the number of sick leave days to which she is entitled when her maternity leave begins.
- (g) The Board reserves the right, at its option and expense, to have the employee examined by a physician designated by the Board with respect to physical inability to work as set forth in sub-section (f) and the proper ending date of the leave as set forth in sub-section (d) above. The employee will make herself available for such examination(s) and will cooperate in furnishing any necessary information in connection therewith. The Board-designated physician will provide the Board and the employee with a statement specifying the requested information required in sub-section (f) and in sub-section (d) above. In the event of conflict between the statements of the two physicians, the statement of the Board-designated physician shall control.
- (h) It is agreed that the failure of an employee to comply with any of the foregoing requirements

(D) Leave for Union Business:

(1) Members of the Union elected to the local Union position 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 absence without pay for periods not to exceed one year or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with the accumulated seniority.

(2) The Union President shall receive release time equivalent to a total of forty hours without loss of pay during the course of the regular work year; this time may be used by the elected delegate to the annual Union convention or delegated or grievance chairperson to administer the Union contract.

(3) The Union treasurer shall receive release time equivalent to a total of ½ day per month, at the expense of the Union, during the course of the regular work year. This time is to be used for union work, and is scheduled at the discretion of the supervisor.

(E) Pay – out of accumulated sick bank

Upon retirement from the district said retiree will receive a pay-out of his/her accumulated sick bank in the following manner: after deduction of 50 days from the total accumulated bank said retiree will receive 35% pay-out of the remaining accumulated bank.

22 – PROOF OF PHYSICAL FITNESS

- a) At the time of initial employment, and before reporting to his/her assignment, each employee will submit the results of a complete medical examination, made by a physician of his/her choice, together with a certificate showing freedom from active tuberculosis.
- b) A certificate showing freedom from active tuberculosis shall be filed annually with the Assistant Superintendent of Personnel within 14 days after July of the third year. This is required for all employees.
- c) Any employee who has been absent longer than ten (10) days because of a physical or nervous disorder must present a report from a physician showing satisfactory recovery before returning to his assignment. Questions relating to the physical and mental health of an employee shall be resolved in conference with the Assistant Superintendent of Personnel, the individual and the school medical advisor.

23 - WORKING HOURS AND SHIFT PREMIUM

- (a) Premium Pay:
 - (1) Ten cents (10¢) per hour for all second shift employees
 - (2) Fifteen cents (15¢) per hour for all third shift employees
- (b) The second shift is any shift that regularly starts on or after 12:00 noon but before 7:00 p.m.
- (c) The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.
- (d) The regular work week shall consist of eight consecutive hours each day for five consecutive days either Monday through Friday, lunch period excluded. This provision shall not apply to the established guard services.
- (e) Employees in the bargaining unit may take two fifteen (15) minute breaks at a time determined by the supervisor.

24 - OVERTIME

- (a) Any employee who is called to work for emergency reasons at a time other than normal hours shall receive a minimum of two (2) hours pay at his classification rate.
- (b) Time and one-half will be paid as follows:
 - (1) For required work in excess of eight (8) hours per day.
 - (2) For shifts started on Saturday, except for possible weekend guard duty.
 - (3) For required work in excess of the regular work week.
- (c) Double time will be paid for all hours worked on holidays, Sundays, and snow and ice emergencies.
- (d) When a bus driver is assigned to an "overtime" trip, he shall not be required to work a "split trip shift".
- (e) Overtime will be rotated to the extent possible.

25 - SNOW OR ICE EMERGENCIES

When snow or ice storms have temporarily disrupted the operation and service to the School Board, defined as an Act of God, and where it becomes almost impossible for employees to come to work, then in that situation, those employees who do work shall be paid double for those hours worked.

26 - HOLIDAYS

Employees in the bargaining unit will have the following paid holidays:

- (1) Day before or after New Year's Day
- (2) New Year's Day
- (3) Martin Luther King Jr.'s Birthday
- (4) Good Friday
- (5) Memorial Day
- (6) Fourth of July
- (7) Labor Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving Day
- (10) Day before or after Christmas Day
- (11) Christmas Day

27 - VACATIONS

6 mo. to 1 yr.	1 yr. to 5 yrs.	5 yr. to 15 yrs.	15 yr. to 20 yrs.	20 yr. or more
-----	-----	-----	-----	-----
5 days	10 days	15 days	20 days	25 days

Provided the six months shall have been served by July 1 of the school year in which the vacation is allowable.

Provided the full year shall have been served by July 1 of the school year in which the vacation is allowable.

Provided the five years shall have been served by July 1 of the school year in which the vacation is allowable.

Provided the twenty-five years shall have been served by July 1 of the school year in which the vacation is allowable.

- (a) Beginning July 1, 1993, an employee with twenty (20) years of service, whose twenty-fifth anniversary falls on or before June 20 of that year shall receive five (5) weeks vacation to be scheduled with the approval of the building principal (if appropriate), the supervisor of Maintenance and Operations and the Personnel Office.

28 - VACATION PERIOD

- (a) Vacations will be granted by the Employer at such times during the year as are suitable, considering both the wishes of employees and efficiency of the operation of the department concerned.
- (b) Vacation may be split into one or more weeks, providing such scheduling does not interfere with the operations.
- (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) In the event of the death of an employee, any unused vacation time will be paid to his estate.
- (e) An employee who leaves the employment of the School District at the end of the day on June 30, or thereafter, up to December 31, received only his earned vacation from the previous year.
- (f) An employee who leaves the employment of the School District at the end of the day on December 31, or thereafter, up to June 30, receives only one-half of his/her vacation days.

29 - PAY ADVANCE

- (a) If a regular payday falls during an employee's vacation, he/she will receive that check in advance upon three weeks notice in writing before going on vacation.
- (b) Rate during vacation: Employees will be paid their current rate while on vacation and will receive credit for any benefits provided for in this Agreement.

30 - BULLETIN BOARDS

The employer will provide bulletin board space in each building which may be used by the Union for posting notices of the following types:

- a. Notices of recreational and social events
- b. Notices of elections
- c. Notices of results of elections
- d. Notices of meetings

31 - TEMPORARY ASSIGNMENTS

- (a) Temporary assignments for the purpose of filling vacancies of employees in higher classifications who are absent will be granted to the senior employee in the next lower classification in the building, who is qualified for the job, unless the assignment can be made from within the classification. In the event the employee receiving the temporary assignment to a higher classification works regularly in that temporary assignment more than five working days, he/she shall be paid the same hourly rate he/she would receive if permanently placed. In the event an employee receives a temporary assignment to a higher classification temporarily vacated by an employee assigned to jury duty four (4) work day per week over a three or four-week period, that employee shall be paid the rate of the higher classification for the days that he/she works in that classification.
- (b) In the event any employee with a lower classification than that of "Bus Driver" is assigned to a "regularly assigned pick up or take home" bus route for a minimum of ten (10) work days or longer, he/she shall be paid the same hourly rate he/she would receive if he/she were permanently assigned to that classification.
- (c) It is hereby agreed that, with the exception of Article 31 (b) above, all maintenance employees are excluded from this section.
- (d) The pay classifications for head and assistant head custodians are as follows:
- | | | |
|--------------------------------------|--|---------|
| (1) K-8 Schools and Adult Education | | |
| (Bright, Ferris, Ford) | | |
| Head custodian - 1st engineer | | Class 8 |
| Asst. Head Custodian 3rd engineer | | Class 6 |
| (2) K-7 Schools (Barber and Liberty) | | |
| Head custodian 1st engineer | | Class 8 |
| Asst. Head Custodian 3rd engineer | | Class 6 |
| (3) K-6 Schools (Cortland) | | |
| Head Custodian 1st Engineer | | Class 8 |
| Asst. Head Custodian 3rd Engineer | | Class 6 |

32 - CHANGE OF SALARY

A salary change resulting from a permanent or temporary change in position shall take effect with the assumption of the duties of the new position. The salary change shall be one of the following: (1) to the minimum salary for the new position, or (2) to the salary step on the appropriate schedule which is at least one salary increment higher than the salary concurrently being paid the person concerned.

33 - CONTRACTING AND SUB-CONTRACTING WORK

During the term of this Agreement the School Board shall not contract out or sub-contract out work or let out work to any outside source, work that is normally performed by members of the bargaining unit, whether in whole or part, unless emergencies or some other necessary proper conditions dictates otherwise; in which case the School Board will discuss the matter with the Union.

34 - SAFETY PROGRAM

The Union and the Board mutually agree that employee safety is of primary concern and that every effort shall be made to promote safe equipment, safe work habits and safe working conditions.

The Board agrees that it will establish a Safety Committee to review the safety and health conditions in the Department insofar as they affect the working conditions. Said Safety Committee shall be comprised of two members, one (1) of whom shall be designated by the Board and one (1) by the Union. Upon the request of either party, said joint Safety Committee shall conduct an investigation to determine whether or not a health or safety hazard exists, and shall make recommendations for the solution of said hazards to the Board.

35 - WORK PERFORMED BY NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and/or instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

36 - NEW CLASSIFICATION AND RATES

When a new job is created or an existing job is changed and/or reclassified the Employer will notify the Union of the classification, job content (description) and rate structure prior to its becoming effective. In the event the Union does not agree that the classification, job content and rate are proper, it shall be subject to negotiation.

37 - JURY DUTY

In situation arising from the calling of an employee for jury duty, the employee may ask for the administrator in charge of Personnel to request an excuse or deferment from such jury. In the event such a request is denied by the Jury Commission, the employee and the Assistant Superintendent of Personnel shall arrange a schedule of necessary leave and the employee shall be paid the difference between the salary paid as a juror and that being paid by the School District. In no case shall the combined salary be greater than the salary paid by the School District.

38 - MEDICAL COVERAGE AND OTHER FRINGE BENEFITS

- (a) The Employer agrees to pay the full premium for hospitalization and medical coverage for all full-time employees and his/her family (full-time shall mean those persons employed at least 30 hours per week) in the bargaining unit who enrolls; such coverage to be Blue Cross/Blue Shield, MVF-1, Master Medical, prescription drugs, semi-private room. Commencement and duration of benefits and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. All bargaining unit members desiring the above outlined medical coverage shall bear full responsibility for applying for same and completing necessary forms for same. The Board's only responsibility shall be for payment of premiums as above set forth.
- (b) All employees satisfactorily completing their probationary period and after approval by the Board of Education, and all non-probationary employees shall receive annually a certificate to purchase work uniforms and shoes (1986-87 \$85.00; 1987-88 \$90.00; and 1988-89 \$95.00; 1993-94 \$100.00. Arrangements for the purchase of clothing and shoes will be made by the School District. All clothing and shoes must be purchased at the direction of the School District. Outside jacket replacement will be made on the authorization of the Maintenance supervisor.

- (c) The Board of Education shall pay the premium necessary to provide without cost to the members of the bargaining unit, group life insurance protection which shall pay to the member's designated beneficiary the sum of \$22,000 upon death. The nature and amount of benefits and commencement and duration of coverage shall be as specified in the master insurance policy. The Board's only responsibility shall be for payment of premiums as above specified.

39 - RETIREMENT PROVISIONS

- (a) The mandatory age of retirement shall be in accordance with Michigan Public School Employees Retirement System Retirement Guidelines of November, 1985.
- (b) Persons who plan to retire shall notify the Assistant Superintendent of Personnel at least four months prior to the proposed date of retiring. The Assistant Superintendent of Personnel will make every effort to assist the employee in completing the necessary applications with the Michigan Public School Security Commission. This will insure ample time to clarify any unforeseen complications and insure the prompt receipt of possible benefits as provided by the Michigan Public School Employees Retirement System. Booklets outlining provisions of these retirement systems are available in the Office of Personnel.
- (c) At the same time of retirement, any unused vacation will be paid to the employee.

40 - NO STRIKE

The Union fully recognizes that the statues of the State of Michigan confer upon public employees and their organizations, not only certain duties and responsibilities, the latter including particularly the duty to maintain and continue the function of government; in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Union agrees, on behalf of itself and all those it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

41 - APPENDIXES

The following appendixes are incorporated and made a part of this Agreement.

- Appendix A - Classifications, Rates of Pay, and Implementation of Salary Schedule
- Appendix B - Training and Up-grading Program
- Appendix C - Basic Competencies and Training
- Appendix D - Social Security
- Appendix E - Substance Abuse Program
- Appendix F - Affirmative Action

42 - MAINTENANCE OF CONDITIONS

Wages, hours, conditons of employment and current practices, which are beneficial to the employees at the execution of this Agreement, shall, except as provided and improved herein, be maintained during the term of this Agreement. Changes must be mutually agreed upon by the Board and the Union. This clause shall not abrogate the management rights clause contained herein.

43 - DISTRIBUTION OF AGREEMENT

The Employer agrees to provide each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

44 - SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors, assignee, purchaser, leasee or transferees, whether such succession, assignment or transfr be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merger or consolidated employer.

45 - 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.

IN WITNESS WHEREOF, the parties hereto have executed this document by their duly authorized representatives on this 16th day of December, 1993.

BOARD OF EDUCATION, SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK

By Winona B. Humphrey
Its President

By [Signature]
Its Superintendent

and
NEGOTIATING COMMITTEE:

John D. White
Americk Hughes, Jr.

John R. Thundt

HIGHLAND PARK SCHOOL EMPLOYEES LOCAL 1416 MICHIGAN DISTRICT COUNCIL #25 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES.

By Russell [Signature]
AFL-CIO
Its President

and
NEGOTIATING COMMITTEE:

Eugene Davis

Barbara Colman, S.C.
Staff Representative District
Council 25

Executive Director District
Council 25

46 - SUBSTITUTE CUSTODIAN

Laid off custodians will be given first priority for temporary assignment to their seniority. If the person to be called refuses the assignment, the next person will be called until a person is found who is willing to work the assignment.

Temporary custodians shall work only during periods of temporary unforeseen absences by regular full-time employees. Temporary custodians will not be hired for the purpose or intention of undermining the union, nor to discriminate against any of its members, nor shall any seniority employee be laid-ff, or displaced due to hiring temporary custodians. Violation of above provision will require the immediate posting of the position in accordance with the Collective Bargaining Agreement.

Temporary custodians shall only work in custodian classifications and shall not work in higher classification.

If the temporary custodian is filling in for a regular full-time custodian, he or she will be assigned work schedule (days, hours, work assignment) consistent with the needs of a particular facility.

The number of temporary custodians utilized on a daily basis will reflect, not to exceed, the number of absent custodians for that daily use.

Management reserves the right to use temporary custodian in the event of an emergency situation. If an emergency exist, management shall first offer such assignment within the building before offering the assignment to any temporary custodian. All temporary custodians will receive the rate of pay at the first step of classification 2.

47 - DURATION

This agreement shall become effective July 1, 1989, and shall continue in full force and effect until June 30, 1990. If either party desires to modify this contract, it shall give written notice during the month of February, 1990. Negotiations for a new contract shall commence thirty (30) days after that date.

In the event that the School District and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 1990, this Agreement will remain in effective on a day-to-day basis. Either party may terminate the Agreement by giving the other party a ten (10) day written notice on or before June 20, 1990.

APPENDIX "A"

MAINTENANCE AND OPERATION SALARY SCHEDULE

MAINTENANCE AND OPERATION SALARY SCHEDULE2000-016.0 % Increase

CLASS.	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1.	\$ 9.48	\$10.54	\$11.14			
2.	\$10.55	\$11.58	\$12.25			
3.	\$10.90	\$11.88	\$12.53			
4.				\$11.62	\$12.54	\$13.30
5.				\$12.40	\$13.22	\$13.95
6.				\$12.87	\$13.77	\$14.50
7.				\$13.24	\$14.18	\$14.97
8.				\$13.86	\$14.79	\$15.58
9.				\$14.73	\$15.62	\$16.41
10.				\$21.83	\$23.51	\$25.19

- CLASSIFICATION 1 - Building Safety Officers
CLASSIFICATION 2 - Custodians
CLASSIFICATION 3 - Laborers, Stockroom Assistant, Locker room
CLASSIFICATION 4 - 4th Engineers, Drivers, Semi-skilled Helpers
Plumber Trainee, Electrician Trainee, Heating
and Cooling Trainee, Assistant Head Floor
Custodian
CLASSIFICATION 5 - Security Guards (K-12), Head Driver
CLASSIFICATION 6 - Stockroom Manager, 3rd Engineers (Assistant
Head Custodians, Skilled Helpers, Head Guards
keeper, Security Guard Coordinator,
Adult Educ. Security
CLASSIFICATION 7 - 2nd Engineers
CLASSIFICATION 8 - Skilled Workers, 1st Engineers (Head
Custodians) Maintenance Mechanic (H.S.)
(Maintenance Shop) College Supervisors
CLASSIFICATION 9 - Boiler Operators (College), Head Custodian
High School
CLASSIFICATION 10 - Skilled Workers with Journeyman Card or
License -- Electrician, Plumber, Carpenter

LONGEVITY NON-ACCUMULATIVE

10 YEARS - \$ 450
15 YEARS - \$ 650
20 YEARS - \$ 1,000

/ml

IMPLEMENTATION OF SALARY SCHEDULE

1. All salaries will be effective retroactive to July 1, 1993. Beginning July 1, 1977, the Board will pay five per cent (5%) retirement for all M & O employees.
2. Longevity payment to be made once a year, on or before December 15. Any employee who has completed his 10th, 15th or 20th year with the School District on or before December 15, qualifies for the respective longevity payment on a non-accumulative basis.

10 years - \$400.00

15 years - \$600.00

20 years - \$950.00

3. Any individual hired and placed in Classification 1, 2 or 3 will progress from Step 1 to 3 in the following manner:
 - A. At the time of initial employment, all probationary employees will be placed on the first step of the classification in which they will be working.
 - B. After satisfactory completion of six months probation and final approval by the Board of Education, these employees will be placed on the second step of the classification in which they are working. The effective date shall be the beginning date of the pay period following their six-month anniversary date.
 - C. All newly hired employees who have satisfactorily completed a six-month probationary period and received final approval by the Board of Education prior to July 1 of any fiscal year shall be advanced one step in their classification at the beginning of the current fiscal year.
 - D. Probationary Employees:

Effective July 1, 1976, all newly hired probationary employees will receive salary and fringe benefits according to the following procedure during the probationary period:

 - (1) The probationary employee will be placed on the beginning step of his/her classification -Step 1 or 4.

(2) He/she will serve a probationary period of six months.

(3) Days taken off from work during probationary period are without pay.

(4) Holidays falling on days during the probationary period are with pay, to be retroactively after successfully completing probation.

(5) Hospitalization insurance will be paid by the Board of Education commencing on the first day of the month following the completion of probation. However, the Board of Education will allow the probationary employee to enroll in the hospitalization coverage and have deducted from his/her pay an amount equal to the monthly rate for his/her hospitalization coverage during the probationary period.

4. Any employee promoted from Classification 1, 2 or 3 to a higher classification will go to that step which is at least one full increment more than what he/she would have earned had he/she remained in his/her previous classification.
5. Any new employee hired and placed in Classification 4, 5, 6, 7 or 8 will be placed on the first step (Step 4) of the respective classification. At the completion of six months probation, he/she will progress to the second step (Step 5) of that classification. After one additional year of satisfactory service, and at the beginning of another school year, said employee will progress to the next step (Step 6) of that classification.
6. A promoted employee placed in Classification 4, 5, 6, 7, or 8 will be placed on the step which is at least one full increment more than what he/she would have earned had he/she remained in his/her previous classification. At the completion of six months probation, he/she will progress to the next step of that classification. After one additional school year (July 1), said employee will progress to the next step of that classification.

7. (a) Any employee retiring from the District shall receive on or the day following the retirement date, an amount equal to the amount he/she would have received in longevity payment on the succeeding December 15.

(b) In addition, an employee with thirty (30) or more years service, when retiring from the District, shall receive in addition to that granted in paragraph (a) above, an amount equal to one-half (1/2) the amount of longevity entitlement he/she would receive on the succeeding December 15.
8. Pay discrepancies in an employee's bi-weekly pay shall be resolved within thirty (30) days of such discrepancy being brought to the attention of the Business Division or discovered by the Business Division personnel.

APPENDIX "B"
LETTER OF AGREEMENT

School District of the City of Highland Park
20 Bartlett Avenue
Highland Park, Michigan 48203
TOWSEND 8-1264

Mr. Fred Shockley, President
Local Union #1416
Michigan District Council #77
American Federation of State, County and Municipal Employees

Dear Mr. Shockley:

SUBJECT:
TRAINING AND UPGRADING PROGRAM

A training and upgrading program was established in negotiations to begin during the 1974-75 school year. This program will be implemented in the following manner:

A committee of four representatives from Local 1416 will meet with a committee of three representatives from the Board on a twice per month basis to summarize the details of the training program. The program will include seniority as a primary factor in the selection of candidates for the program.

The training program will begin by developing details of training for employees in Classification 8; skilled workers.

- (1) Plumber-Heat Control Trainee
- (2) Carpenter Trainee
- (3) Electrician Trainee

The trainee will be selected for each of the above positions no later than November 1, 1974. The salary classifications and training requirements will be developed jointly by the committee of Local 1416 and the Board representatives with the intent being to follow the guidelines and outline as discussed during the negotiation session of June 18, 1974.

The committee will review the training needs of all classifications with the intent to develop training programs for promotional purposes for all employees.

Appendix "B" - Letter of Agreement

It is further understood that seniority is to be a primary factor for the promotion of employees through this training program.

Sincerely yours,

Clyde E. Minor,
Assistant Superintendent - Personnel

The above is agreed to by:

Fred Shockley, President
Local Union #1416

TRAINING AND UPGRADING PROGRAM**PROGRAM OF TRAINING
ELECTRICIAN TRAINEE**

- I. The successful completion of the training program for an Electrician Trainee will require:
- A. Satisfactory completion of the approved program of study as outlined within the prescribed four-year training period.
 - B. Maintain a successful record of work experience and application of training theory to the practical experiences encountered in the assignment Electrician Trainee.
 - C. Satisfactorily complete program of training offered by Johnson Service Controls.
 - D. All training experiences outlined will be completed within the continuing four-year period following the date of selection as an Electrician Trainee.
 - E. Formal training program may be undertaken at Highland Park or Macomb Community College. Tuition will be paid by the School District; books and supplies will be provided by the trainees.
 - F. Selection of trainees will be in accord with the 1974-75 Supplement to the Agreement between the School District of the City of Highland Park and Local Union No. 1416. Seniority will be a primary factor such as abilities, aptitudes, previous experience and training, attendance records, general health and age also to be considered. final trainee selection will be made by the School District and three members of Local 1416, with the final recommendation being made by the Assistant Superintendent-Personnel.

- G. Trainee will be placed on Maintenance and Operation Salary Schedule in the following manner:
1. First 12 months of training -- Classification 4
Step 6
 2. Second 12 months of training -- Classification 5,
Step 6
 3. Third 12 months of training -- Classification 6,
Step 6
 4. Fourth 12 months of training -- Classification 7
Step 6
- H. At the conclusion of the four-year program of training the trainee will advance to Classification 8, Step 6, Skilled Worker.
- I. Formal Training Program Outlined:
1. Mathematics

AT 21	Mathematics--Arithmetic, Slide rule and introductory Algebra for electrical and Allied Crafts	2 s.h.
AT 22	Mathematics--Algebra for Electrical and Allied Crafts (prerequisite: AT 22)	2 s.h.
AT 23	Mathematics--Trig and Vectors (prerequisite: AT 22)	2 s.h.
 2. Electrical

AT 85	Construction Wiring - Residential	2 s.h.
AT 86	Construction Wiring - Commercial and Industrial (prerequisite: AT 85)	2 s.h.
AT 301.3	Electrical Theory--Electrical Tools, Equipment and Circuits	2 s.h.
AT 201	Electrical--Basic Direct Alternating Current (prerequisites: AT 21 & AT 301.3)	2 s.h.
AT 202	Electrical--Direct Current Fundamentals (prerequisites AT 21 and AT 301.3)	2 s.h.
AT 205	Electrical--Single Phase AC Fundamentals (prerequisites: AT 23 & At 203)	2 s.h.

AT 206	Electrical--Instruments & Illumination (prerequisites AT 205)	2 s.h.
AT 210	National Electrical Code	2 s.h.
AT 211	Electrical -- Electronic Fundamentals (prerequisites AT 205)	2 s.h.
AT 212	Electrical--Welding Controllers (prerequisites AT 211)	2 s.h.

3. Related Requirements

AT 111.3C	Electrical Blueprint Reading Commercial	
AT 241	Refrigeration Fundamentals (prerequisites: AT 2 or AT 22)	2 s.h.
AT 242	Refrigeration--Air Conditioning Systems Commercial & Industrial (prerequisites AT 241 and AT 243)	2 s.h.

TOTAL REQUIRED HOURS: 30 SEMESTERS HOURS

It is understood that some of the courses outlined in the formal training program may be changed upon the recommendation of the program director at the community college where the trainee is taking his approved program.

ELECTRICIAN TRAINEE

1. All course members and titles may be found in the Macomb County Community College, South Campus, 1974-75 Academic Bulletin, published May, 1974. Comparable course work may be taken at other community colleges with authorization and approval of the Assistant Superintendent for Business or designee.
2. A trainee must make satisfactory progress in classroom work in on-the-job experiences, as evaluated regularly at the conclusion of each academic period. All evaluations will be reviewed by the Selection Committee.
3. In the event of unsatisfactory progress in an academic course requirement, making a repeat necessary, the trainee will pay his own tuition for the repeat course.

4. Lack of satisfactory progress academically or on-the-job, for two consecutive enrollment periods will result in the trainee being returned to his last held classification, if originally employed by the School District.
5. The formal training program as outlined must be completed within four consecutive years after selections as a trainee. Additional and related courses may be enrolled in by the trainee by obtaining advance authorization.
6. The manpower complement to the classification electrician shall be two electricians plus one trainee classification.

PROGRAM OF TRAINING
CARPENTER

- I. The successful fulfillment of the training program for a carpenter trainee will require:
- A. Satisfactory completion of the approved program of study as outlined within the prescribed four-year training period.
 - B. Maintain a successful record of work experience and application of training theory to the practical experience encountered in the assignment of carpenter-trainee.
 - C. Complete all training experiences as outlined within the continuous four-year period following selection as a trainee.
 - D. Formal training program may be undertaken at Highland Park College or Macomb Community College. Tuition will be paid by the School District, books and supplies will be provided by the trainee.
 - E. Selection of trainees will be in accord with the 1974-75 Supplement to the Agreement between the School District of the City of Highland Park and Local Union No. 1416. Seniority will be a primary factor in the selection of trainee personnel with other factors such as abilities, aptitudes, previous experience and training, attendance records, general health and age also to be considered. Final trainee selection will be made by the School District and three members of Local No. 1416, with the final recommendation being made by the Assistant Superintendent-Personnel.
 - F. Trainee will be placed on the Maintenance and Operation Salary Schedule in the following manner:
 - 1. First 12 months of training --
Classification 4, Step 6
 - 2. Second 12 months of training --
Classification 5, Step 6
 - 3. Third 12 months of training --
Classification 6, Step 6
 - 4. Fourth 12 months of training --
Classification 7, Step 6

G. At the conclusion of the four-year program of training, the trainee will advance to Classification 8, Step 6, Skilled Worker.

H. Formal Training Program Outlined:

1. Construction

AT 60 Construction -- Blueprint I & Math II	2 s.h.
AT 70 Construction -- Blueprint II & Math II (prerequisite AT 60)	2 s.h.
AT 72 Construction -- Layout Sur- veying (prerequisite: AT 70)	2 s.h.
AT 73 Construction -- Cost Estimate (prerequisite: AT 70)	2 s.h.
AT 85 Construction -- Wiring- Residential	2 s.h.
AT 86 Construction -- Wiring - Commercial & Industrial (prere- quisite: AT 85)	2 s.h.
AT 90 Construction -- Power Tools Care and Use (prerequisite: AT 91)	3 s.h.
AT 91 Construction -- Hand Wood- working Tools Care and Use	3 s.h.

2. General and Related

At 301.3 Electrical Theory -- Electrical Tools Equipment & Circuits	2 s.h.
AT 201 National Electrical Code (prerequisite: At 301.3)	2 s.h.

TOTAL REQUIRED HOURS: 25 SEMESTER HOURS

**PROGRAM OF TRAINING
PLUMBER -- HEAT CONTROL**

- A
- I. The successful fulfillment of the training program for Plumber-Heat Control Trainee will require:
- A. Satisfactory completion of the approved program of study as outlined within the prescribed four-year training period.
 - B. Satisfactory completion of the training program offered by Johnson Controls.
 - C. Satisfactory completion of the training program covering operation, adjustment and maintenance of thermostats.
 - D. Maintain a successful record of work experience and application of training theory to the practical experience encountered in assignment as Plumber-Heat Control Trainee.
 - E. All training experiences outlined will be completed within the continuous four-year period following selection as a trainee.
 - F. Formal training program may be undertaken at Highland Park Community College or Macomb Community College. Tuition will be paid by the School District; books and supplies will be provided by the trainee. Full expenses will be paid by the School District to training programs offered to Johnson Controls or other industrially offered training programs.
 - G. Selection of trainees will be in accord with the 1974-75 Supplement to the Agreement between the School District of the City of Highland Park and Local Union No. 1416. Seniority will be a primary factor in the selection of trainee personnel with other factors such as abilities, aptitudes, previous experience and training, attendance records, general health and age also to be considered. Final trainee selection will be made by the School District and three members of Local 1416, with the final recommendation being made by the Assistant Superintendent - Personnel.

H. Trainees will be placed on the Maintenance and Operations Salary Schedule in the following manner:

1. First 12 months of training --
Classification 4, Step 6
2. Second 12 months of training --
Classification 5, Step 6
3. Third 12 months of training --
Classification 6, Step 6
4. Fourth 12 months of training --
Classification 7, Step 6

It is understood that some of the courses outlined in the formal training program may be changed upon the recommendation of the program director at the community college where the trainee is taking his/her approved program.

PLUMBER-HEAT CONTROL TRAINEE

1. All course members and title may be found in the Macomb County Community College, South Campus, 1974-75 Academic Bulletin, published May, 1974. Comparable course work may be taken at other community colleges with authorization and approval of the Assistant Superintendent for Business or his designee.
2. A trainee must make satisfactory progress in classroom work and in on-the-job experiences, as evaluated regularly at the conclusion of each academic period. All evaluations will be reviewed by the Selection Committee.
3. Lack of satisfactory progress academically or on-the-job for two consecutive enrollment periods will result in the trainee being returned to his last held classification, if originally employed by the School District.
4. The formal training program as outlined must be completed within four consecutive years after selection as a trainee. Additional and related courses may be enrolled in by the trainee by obtaining advance authorization.
5. The manpower complement to the classification shall be two plumber-heat control men, plus one trainee.

APPENDIX "C"

BASIC COMPETENCIES AND TRAINING

1. It is agreed by and between the parties that all custodians are expected to develop basic competencies within one year in the following areas:
 - a. Cleaning classroom areas (floors, walls, furniture, etc.) and other spaces within the buildings as assigned.
 - b. Operation of heating and ventilation systems and mechanical equipment in School District buildings.
 - c. Minor repair work in areas such as painting, plumbing, glazing, carpentry, repair of locks and repair of mechanical and electrical systems.
 - d. Care of lawns, shrubbery, play areas and walkways.
 - e. Operation of such power equipment as may be required in the accomplishment of required duties.
2. The Board further agrees to establish, through written procedural guidelines, an informal training and development program for all custodians who do not currently possess the above described basic competencies. The training program, where practical, will include, among other techniques, the following:
 - a. Rotation of employees where practical to get experience in new competency areas.
 - b. Use of forms to measure progress in development of competencies:
 - c. Group and/or individual consultation sessions; and
 - d. Memoranda on updated information on new machinery and methods.

APPENDIX "D"

SOCIAL SECURITY

The Board acknowledges that it has a moral obligation to continue coverage of its employees under the terms of FICA and agrees that it will continue such coverage unless and until such continued coverage becomes impractical or unreasonable when considered in conjunction with the Board's statutory and legal obligations to the public.

APPENDIX "E"

SUBSTANCE ABUSE PROGRAM

The Board and the Union recognize and acknowledge that the problem of substance abuse of employees of the Board merits special attention. Substance abuse, by workers, including alcohol and drugs, impairs their ability to function, contributes to increased absenteeism and tardiness and violation of other rules, regulations and procedures. This combination of factors is recognized as having potentially damaging effects on efficiency and endangers the job security of the worker.

The Board and AFSCME believe that constructive measures are possible to deal with the problem. Toward this end, the Board and the Union agree to set up a committee to deal with employees affected with such a problem. This substance Abuse Committee shall include two representatives of Council 25 of AFSCME and two representatives of the Board.

It will be the responsibility of the committee to:

1. Survey community resources to determine the availability of appropriate treatment facilities and the cost of treatment.
2. Assist departmental committees to establish programs consistent with the purposes of this provision.
3. Promote further understanding of this program by establishing guidelines and disseminating program information to supervisors and others.

The responsibilities of the committee will include:

1. Help the employee understand and deal with his/her problem by referral to a qualified facility or agency. Any such communication, referral, or consultation will not constitute disciplinary action.
2. Assist in identifying and motivating employees who may suffer from substance abuse problems to seek treatment and rehabilitation.

The Board and Union agree that:

1. Nothing in this statement is to be interpreted as constituting any waiver of management's responsibility to maintain discipline or right

to invoke progressive disciplinary measures when applicable in the case of misconduct which may result from or be associated with the abuse of any substance; the Union may exercise its right to process grievance concerning such matters in accordance with the AFSCME master agreement.

2. During or following treatment, the employee should not expect any special privileges or exemptions from standard personnel practices; however, employees with substance abuse problems will be allowed to liquidate a reasonable number of sick leave days for the purpose of treatment or rehabilitation upon presentation of satisfactory medical evidence.
3. When a leave of absence is necessary so that an employee may undergo medical treatment for alcoholism or drug abuse in or from an appropriate facility in accordance with this program, and when the employee has voluntarily submitted himself for such treatment, he/she may be granted a leave of absence.
4. The confidential nature of medical records of affected employees will be preserved in the same manner as all other confidential personnel and medical records.

APPENDIX "F"
AFFIRMATIVE ACTION

The Board and the Union agree to cooperate in a policy of equal opportunity for all employees; to continue to prohibit discrimination because of race, color, religion, sex, age or national origin, and to promote a full realization of equal employment opportunity through a positive and continuing effort.

The Board agrees to provide the Union with copies of relevant minority employment information reports and such reports concerning policies and programs for equal opportunity in employment regarding Board employees when requested.

The Board further agrees that a crucial part of an effective affirmative action program is development of an effective training and education program designed to provide existing minority employees maximum opportunity to advance so as to perform at their highest potential.

Upon request, representatives of the Board/Union shall meet as the Joint Training Upgrading Committee in order to gather and provide information and assist in these affirmative action activities.

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