

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

July 1, 2022

to

June 30, 2025

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THIS AGREEMENT made this 6th day of June, 2022, 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. 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.

5. STEWARDS AND ALTERNATE STEWARDS

(a) Employees shall be represented by one steward.

(b) In the absence of the steward an alternate may be appointed by the local president. The following departments

shall have the following stewards:

Administrative Assistants/Maintenance/Technology - 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).

6. 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.

7. 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.

8. HIRING LANGUAGE

- a. If an employee is rehired within one (1) year and left in good standing, they may be considered for their previous rate of pay, this excludes all other benefits (i.e., health insurance waiting period, vacation, longevity). Previous sick/vacation banks will be zeroed out upon separation.
- b. New hires may be brought in at a higher step if documented experience in a similar field is established. The step limit will be no more than Step 3.

9. TECHNOLOGY DEPARTMENT STAFF DEVELOPMENT PROCESS

In an effort to always have the most up to date technical staff, the District will be employing a new process to maintain the most highly qualified staffed. Computer Technician, Network Technician, and any future technology job classifications in the AFCSME bargaining organization will be required to complete at least one annual technology course directly related to the infrastructure systems in place for Hamtramck Public Schools as directed by the Technology Director.

The institution and course will be assigned by the Technology Director at no cost to the staff member. The course will be

directly related to the current and/or future assigned responsibilities at the discretion of the Technology Director or the Superintendent. The course will need not be directly related to current job description and can be related to aspirations of advancement to new job classification directly related to the systems environment in place in Hamtramck Public Schools. At the discretion of the Technology Director, time will be scheduled for staff to attend classes outside of district instructional hours based on the scheduling. Examples of outside the instructional hours' time slots would be between 7:00 A.M. and 8:00 A.M. or 3:00 P.M. and 4:00 P.M. Time and one half and double time hours will not be applied to the one hour a week of paid study or class time provided for the staff member.

Timelines for course work and the improvement plan will fall between AFSCME employee evaluation due dates. Successful completion and receipt of a grade equivalent to 70% mastery of the course will be required. The grading must be cumulative based on the course format with the successful completion of a 70% grade on the course work for final exam or certification practice exam grade of 70%. Class points assigned for attendance of class time do not qualify for the percent mastery score. The technology director will procure a practice exam based on the course track completed if the course won't provide necessary materials for a final test or certification practice exam due to format. Courses taken have to be a minimum of 16 weeks. Eight week courses deemed accelerated will qualify as a 16 week course. If 16 weeks of a single course are not available for the current selection, two eight week courses, etc. will be selected to meet the 16 week requirement. Failure to complete an annual course with a 70% or better will be documented on the AFCSME annual review sheet. An ineffective year of performance in the professional development section of the AFCSME annual review will place the technician into a developmental status the following year. Failure to complete a course with a 70% or better on the first attempt will result in mandatory participation in a 90 day improvement plan. The improvement plan will require a second attempt at the failed assigned course as well as improvements set by the Human Resource Department as outlined below.

ORDER OF STEPS

1. Acceptance of position or renewal of contract on July 1st is acknowledgement of inclusion in to the Annual Technology Skill Building Assessment Program.
2. Test administered on or before the second week of January. Time must be accounted for a second attempt at coursework before the May evaluation.
 - a. If employee fails (less than 70%)
 - i. Employees are put on 90 day IDP; IDP will consist of meeting with the Tech Director and HR, with explanation of the strategy the technician has in place to be successful in the second coursework attempt.
 - b. If employee passes, no actions needed
3. Retake of any test by last week of April
 - a. If employee passes, May evaluation will reflect this information.
 - b. If an employee fails, evaluation in May will reflect this information.
 - c. Employee will be placed on a last chance Agreement for the upcoming year and must have an "effective " rating to continue employment by passing the Annual Technology Professional Skill Building Assessment.

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 - Arbitration

- (a) 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 maintenance personnel;
- Group II shall include all Administrative Assistants;
- Group III shall include Accountant.
- Group IV shall include all Technology Technicians

17. SENIORITY LISTS

(a) Seniority shall not be affected by the race, sex, marital status, religion 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 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 semi-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. 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.

20. 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.

21. 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.

22. 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.

23. RECALL PROCEDURE

When the work force is increased, after a lay-off, employees will be recalled according to seniority as defined in Article 16 (c) and Article 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.

24. 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 the following criteria: qualifications and attendance; and if the personnel decision involves 2 or more employees and all factors are equal, then length of service (seniority) may be used as the tie breaker.

(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 based on the following criteria: qualifications and attendance and if the personnel decision involves 2 or more employees and all factors are equal, then length of service (seniority) may be used as the tie breaker. 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.

25. PROMOTIONS

(a) A promotion will be based on the following criteria: qualifications and attendance and if the personnel decision involves 2 or more employees and all factors are equal, then length of service (seniority) may be used as the tie breaker. 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 employee applying for the promotion, and who meets the criteria listed above 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.

26. 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.

27. VETERANS LAW

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

28. 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.

29. 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), receiving medical care from a Medical Doctor and/or Physician 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.

30. LEAVE FOR UNION BUSINESS

The District shall provide a total of eighteen (18) 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.

31. 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. Up to 125 accumulated sick days will be paid out upon retirement from the district at \$175 per day or upon death of the employee.

(a) For each sixty (60) consecutive working days of attendance an employee shall receive one (1) additional day added to his/her sick bank. To receive the **60 Consecutive Work Days** bonus, an employee must work the consecutive days necessary to receive the bonus that means, you must be at work during the consecutive day tracking. Any sick, vacation or personal days used during the tracking period will not be counted towards the consecutive day bonus. You must be at work for **full** days in order to count the consecutive day bonus.

(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 Superintendent with a medical report from a physician.

Progressive Discipline for habitual and chronic absenteeism is as follows for non-consecutive absences:

- 8 days – Step 1 – Verbal Warning
- 11 days – Step 2 – Written Warning
- 14 days – Step 3 – Final Written Warning
- 17 days – Step 4 - Termination

(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.

(e) Tardiness is defined as "reporting for work late, beyond than the right or expected time." Excessive tardiness will not be tolerated. The following Tardy Attendance policy will apply:

Progressive Discipline for habitual and chronic tardiness is as follows:

- 6 Occurrences – Step 1 – Verbal Warning
- 9 Occurrences – Step 2 – Written Warning
- 12 Occurrences – Step 3 – Final Written Warning
- 15 Occurrences – Step 4 – Termination

This Policy will be on a rolling six (6) month calendar. Occurrences will drop off after 6 months from initial occurrence.

32. 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.

33. BEREAVEMENT DAYS:

Employees shall be allowed five (5) days leave with pay, due to the death of an immediate family member. (Note: Immediate family consists of: father*, mother*, husband, wife, son*, son-in-law, daughter*, daughter-in-law, sister, brother, father-in-law, mother-in-law, grandfather*, grandmother, grandson, granddaughter and legal guardian with verification**. (*Indicates including step.) **The Superintendent or designee shall prescribe the procedures for applying for and documenting such leave. 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.

34. 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	\$ <u>50.00</u>
2		3	<u>100.00</u>
3		4	<u>150.00</u>
4		5	<u>200.00</u>
5		6	<u>250.00</u>
6		7	<u>300.00</u>
7		8	<u>350.00</u>
8		9	<u>400.00</u>
9		10	<u>450.00</u>
10		11	<u>500.00</u>
11		12	<u>550.00</u>
12		13	<u>600.00</u>
13		14	<u>650.00</u>
14		15	<u>700.00</u>
15		16	<u>750.00</u>
16		17	<u>800.00</u>
17		18	<u>850.00</u>
18		19	<u>900.00</u>
19		20	<u>950.00</u>
20		21	<u>1,000.00</u>
21		22	<u>1,050.00</u>
22		23	<u>1,100.00</u>
23		24	<u>1,150.00</u>
24		25	<u>1,200.00</u>
25		26	<u>1,250.00</u>
26		27	<u>1,300.00</u>
27		28	<u>1,350.00</u>
28		29	<u>1,400.00</u>
29		30	<u>1,450.00</u>
30		<u>Or More</u>	<u>1,600.00 (Max)</u>

(h) Effective July 1, 2019, the following Longevity Pay schedule will apply to all employees hired after July 1, 2019:

(1) At least eleven (11) years of service prior to July 1st: \$200.00

(2) At least fifteen (15) years of service prior to July 1st: \$500.00

(3) At least twenty-six (26) years of service prior to July 1st: \$1,000.00

35. WORKING HOURS

(a) All employees shall be at their regularly assigned building at their scheduled time.

(b) 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.

(c) 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.

(d) Overtime will be on a rotating basis in an attempt to equalize overtime whenever possible within classification.

(e) If an employee is called in by 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.

(f) 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.

36. 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.

37. HOLIDAY PROVISIONS

(a) **2022-2025**

Independence Day

Friday preceding Labor Day

Labor Day

Wednesday preceding Thanksgiving (½ day)

Thanksgiving Holiday (per school calendar)

Winter Break (per school calendar)

MLK Day

Mid-Winter Break (per school calendar)

Spring Break (per school calendar)

Good Friday

Friday preceding Memorial Day (½ day)

Memorial Day

Eid (Per District calendar) as long as it falls on a workday

(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.

38. 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; vacation days will be capped at 20 except for employees who have already reached the 25 days prior to this agreement. Those employees who already receive 25 vacation days are grandfathered in at the 25 vacation days. All other employees will cap at 20 vacation 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) Half (1/2) of an employee's accumulated vacation days will be paid to the employee at the time that the employee separates from the School District.

(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.

39. 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 may be split into one or more days, or taken all at once if requested by the employee and approved by the Superintendent.

(c) When a holiday is observed by the employer during a scheduled vacation, the vacation day(s) will not be deducted from employee's bank.

(d) 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.

(e) 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.

40. PAY ADVANCE

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.

41. 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.

42. 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.

43. 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. All 52 week and 48 week employees will be paid on a twenty-six (26) pay cycle.

44. 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.

45. 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 in-service training.

46. 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.

47. HOSPITALIZATION, MEDICAL

(a) The District shall provide a Hospitalization Plan with a premium Funded Drug prescription rider. The Healthcare committee and the District shall meet annually when rates are made available to the District to discuss healthcare rates and options for the following school year. Family dependent coverage is limited to spouse and children under the age of twenty-seven (27). Currently the law states children can remain on the insurance until the end of the calendar year in which the dependent turns the age of 26.

(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:

1. 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 dependent coverage of a Dental Plan provided by the district with the benefits listed – 100/70/70% and a minimum of fifty percent (50%) orthodontics benefit. (Minimum coverages of \$1,250/\$1,000). The District will be responsible for 80% of the plan’s premium and the employee will be responsible for 20% of the premium.

(d)

(e) 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.

(f) 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.

(g) 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 medical/dental insurance. The employee has the option of maintaining coverage by reimbursing the district at the group rate.

(h) Employees shall be covered under an Employee Assistance Program

(i) 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 three thousand and fifty (\$3,050.00) 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.

(1) Employees must provide a doctor’s note from a Medical Doctor stating the reason why the employee is unable to return to work. In the event that an employee does not qualify for Long Term Disability, the Employee must submit in writing to the Superintendent a request to take an Unpaid Leave of Absence. While the employee is on Long Term Disability the position will only be held for 1 year before the position is posted.

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

(3) Employees will be covered under the Health Insurance Plans up to six months of being disabled. The Employee must continue to pay their portion of all insurance costs for Medical, Dental and Vision in order to maintain their coverage during the six months. If the employee does not continue to pay their portion of their

health care costs, their insurance will be terminated and the employee will be responsible for providing their own medical/dental and vision insurance.

(j) **OPTICAL PROGRAM** - The District shall provide each employee, spouse and dependent coverage.

48. 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.

49. WAGE SCHEDULE, CLASSIFICATION AND RATES

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

Appendix A. Wage Schedule, Classification and Rates.

50. 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.

51. 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.

52. 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, thirty (30) copies of the Agreement and additional copies if requested.

(d) 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) 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 & Technician employees who use their own cars in the performance of duties will be reimbursed for mileage at the IRS rate in effect at that particular time provided the employee

completes a daily log of actual mileage and is approved by the Technology Coordinator on a monthly basis. It will be the employee's responsibility to submit mileage for payment by the 15th of every month. Requests made more than 30 days after the 15th due date will be forfeited.

(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 non-union employees 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. Calculation used for pro-rating sick, personal and vacation banks when needed. This article does not change Article 36(a) Eligibility of Vacations.

(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, 2008, the District shall provide each employee with a life insurance policy in the amount of forty thousand dollars (\$40,000).

(n) UNIFORMS The District will provide, yearly, five (5) uniforms for maintenance. 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.

(o) The District will provide steel toe/protective boots for Maintenance/Recreation Employees at a cost of up to \$125 per school year. The boots must be worn if protective wear is purchased for the employee. Any employee that refuses protective wear is not eligible for the \$125 Footwear Allowance.

53. 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 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.
- (20) Employees are expected to be courteous and greet all parents, staff and community members with smiles.

Disciplines will remain on record for eighteen (18) months.

54. TERMINATION AND MODIFICATION

This Agreement shall continue and remain in force until June 30, 2025.

(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 600 W. Lafayette, Detroit, MI. 48226; 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.

55. 44/48-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 44/48-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 44/48-week position is created, the District will post the position pursuant to Article 25(d) - transfers.

(c) All 44/48-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) 44/48-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 4/8-week off period, the District shall offer 44/48-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 44/48-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 44/48-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 44/48-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, 48-week employees shall not accumulate more than 13-3/4 per year.

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

(i) 44/48-week employees shall not receive vacation time.

(j) During the 44/48-week work period, the 44/48-week employee shall receive the same scheduled holidays as 52-week employees receive during that work period.

(k) 44/48-week employees will accrue seniority the same as 52-week employees, unless otherwise specified in this agreement.

56. EFFECTIVE DATE

This Agreement shall become effective as of date of execution, July 1, 2022

Appendix A

WAGE SCHEDULES

All 52-week and 48-week employees will be paid on a twenty-six (26) paycheck schedule..

Shift Premium

Shift premium of \$0.50 per hour for second (2nd) shift for Maintenance and Recreation employees.

New AFSCME employees hired:

- AFSCME employees hired into this Bargaining Unit by November 30, will be eligible for a step increase if applicable that following July 1st.
- All AFSCME employees hired after August 1, 2021 will move up one (1) step with the ratification of this CBA on July 1, 2022

Step Increases

1. All Groups 2022-2023: 3% increase to current wage scales with the exception of:
 - a. Group I Recreation – New wage scale
 - i. Step 1 will begin at \$13 with 3% increase on each step moving toward Step 13.
2. Group IV Technicians – New Grade IV Network Technician (See attachment)
3. All Groups: Steps 1-12 – Advance 1 step each year (2022/2023), (2023/2024), (2024/2025)
4. All groups – Employees already at Step 13 during the 2021/2022 school year will receive the following:
 - a. 2022/2023 4% Increase to their Base Salary only. The 4% will not be added to the 13th step.
 - b. 2023/2024 3% Increase to their Base Salary only. The 3% will not be added to the 13th step.
 - c. 2024/2025 3% Increase to their Base Salary only. The 3% will not be added to the 13th step.
5. Group IV – Computer Technicians
 - a. Add Steps 12, 13 at 3% Increase

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.

Transfers and New Hires:

New hires and current employees wishing to transfer to the Maintenance Department must pass a basic comprehensive test with a minimum score of 60% and perform a skills assessment test and pass to receive approval from administration before being hired into the School District or transferring classifications.

MAINTENANCE WAGE SCHEDULE

**Employees must have one year of service in this bargaining unit by June 30th before moving to the next step on the wage schedule.*

Group I

General Maintenance - Skilled

		<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>	<u>Step 12</u>	<u>Step 13*</u>
2022-2025		\$17.49	\$18.01	\$18.55	\$19.11	\$19.68	\$20.27	\$20.88	\$21.51	\$22.16	\$22.82	\$23.28	\$23.74	\$24.22

General Maintenance - Unskilled

		<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>	<u>Step 12</u>	<u>Step 13</u>
2022-2025		\$11.78	\$12.34	\$12.90	\$13.45	\$14.01	\$14.58	\$15.14	\$15.69	\$16.25	\$17.03	\$17.37	\$17.72	\$18.07

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>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
2022-2025		\$26.78	\$27.58	\$28.41	\$29.26	\$30.14	\$31.04	\$31.98	\$32.94	\$33.93	\$34.94	\$35.64	\$36.35	\$37.08

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>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
2022-2025		\$27.81	\$28.64	\$29.50	\$30.39	\$31.30	\$32.24	\$33.21	\$34.21	\$35.23	\$36.29	\$37.01	\$37.75	\$38.51

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>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
2022-2025		\$28.84	\$29.71	\$30.60	\$31.52	\$32.46	\$33.43	\$34.43	\$35.47	\$36.53	\$37.63	\$38.38	\$39.15	\$39.93

Recreation – General Grounds Maintenance

		<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>	<u>Step 12</u>	<u>Step 13</u>
2022-2025		\$13.00	\$13.39	\$13.79	\$14.21	\$14.63	\$15.07	\$15.52	\$15.99	\$16.47	\$16.96	\$17.47	\$18.00	\$18.53

WAGE SCHEDULES

SECRETARIES

RECLASSIFICATION OF Administrative Assistants

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

Group II Grade 1

TBD

Group II Grade 2

Administrative Assistant to the Director of Special Services
Administrative Assistant to the Director of Adult Education
Administrative Assistant to the High School Principal
Administrative Assistant to the Middle School Principal
Accounts Payable Administrative Assistant/Purchasing/Business Office Administrative Assistant
High School Counseling Administrative Assistant
Administrative Assistant to Elementary Principal Secretary to Curriculum Director
Administrative Assistant to Early Childhood Elementary Principal
Personnel Administrative Assistant
Administrative Assistant to Director of Pupil Services
Maintenance Administrative Assistant

Group II Grade 3

Recreation Administrative Assistant
Administrative Assistant to the High School Assistant Principal – 48 week position
2nd Administrative Assistant to the Elementary School Principal – 48 week position
H.O.P.E. Administrative Assistant
Floating Administrative Assistant – 48 week position

Language

When promoted to a higher classification within Group II, Administrative Assistants shall begin on the step of the salary schedule that she is currently on. (i.e. - Administrative Assistants in Grade III currently on Step 2 who is promoted to Grade II would begin that position on Step 2 of Grade II). Also based on Transfers 22, Page 7 and Promotions 23, page 8.

Group III - Accountant

Language

_An Employee transferring to Accountant Group III will start at Step 1 regardless of the Step they were currently on in the other Groups. The Employee will need to pass an accounting test with a minimum score of 70% and will also be required to have a Bachelor's degree in Accounting. Also based on Transfers 22, Page 7 and Promotions 23, Page 8

Group IV – Computer Technicians

Language

An Employee transferring to Group IV - Technicians must meet the qualifications required for that position, and will be required to successfully pass a technology skills test with a minimum score of 70%. If this employee meets the job qualifications and passes the test, that employee will be transferred and will begin at Step 1 of the salary schedule for Group IV Technicians. Also based on Transfers 22, Page 7 and Promotions 23, Page 8

Finally the parties agree that all other provisions of the collective bargaining agreement shall remain unchanged unless previously agreed upon by the parties.

ADMINISTRATIVE ASSISTANT/ACCOUNTANT/TECHNICIAN WAGE SCHEDULE

**Employees must have one year of service in this bargaining unit by June 30th before moving to the next step on the wage schedule.*

Group II*

Administrative Assistant Grade 1

		<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>	<u>Step 12</u>	<u>Step 13</u>
<u>2022-2025</u>		\$16.48	\$17.21	\$17.94	\$18.68	\$19.43	\$20.18	\$20.91	\$21.68	\$22.44	\$23.18	\$23.65	\$24.11	\$24.60

Administrative Assistant Grade 2

		<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>	<u>Step 12</u>	<u>Step 13</u>
<u>2022-2025</u>		\$16.05	\$16.78	\$17.50	\$18.25	\$18.98	\$19.71	\$20.45	\$21.22	\$21.95	\$22.69	\$23.15	\$23.61	\$24.08

Administrative Assistant Grade 3

		<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>	<u>Step 12</u>	<u>Step 13</u>
<u>2022-2025</u>		\$15.61	\$16.34	\$17.07	\$17.79	\$18.51	\$19.24	\$19.98	\$20.71	\$21.43	\$22.17	\$22.62	\$23.06	\$23.53

Group III

Accountant

		<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>	<u>Step 12</u>	<u>Step 13</u>
<u>2022-2025</u>		\$22.95	\$23.87	\$24.83	\$25.81	\$26.84	\$27.92	\$29.04	\$30.19	\$31.11	\$32.04	\$32.68	\$33.33	\$34.00

Group IV

Computer Technician

		<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>	<u>Step 12</u>	<u>Step 13</u>
<u>2022-2025</u>		\$20.07	\$20.62	\$21.19	\$21.77	\$22.38	\$22.83	\$23.29	\$23.75	\$24.46	\$25.19	\$25.70	\$26.47	\$27.26

Network Technician

		<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>	<u>Step 12</u>	<u>Step 13</u>
<u>2022-2025</u>		\$31.00	\$31.62	\$32.25	\$32.90	\$33.56	\$34.23	\$34.91	\$35.61	\$36.32	\$37.05	\$37.79	\$38.54	\$39.32

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.

LETTER OF AGREEMENT

#1

AFSCME Local 257 and the Board of Education of Hamtramck Public Schools agrees as follows:

The parties will establish a Committee composed of three union employees selected by the Union, and three non-union employees selected by the Superintendent. That Committee will review all clerical positions, considering duties and qualifications required for the positions, to determine whether reclassification and/or restructuring is needed. The Committee will recommend any changes to the Superintendent. If during the term of this Agreement any job classifications that the committee recommends relative to reclassifying or restructuring that materially and/or substantially changes the duties and responsibilities of the classification shall be discussed with the Union prior to any such changes being implemented and the parties shall negotiate the monetary impact of any proposed changes.

LETTER OF AGREEMENT

#2

AFSCME Local 257 and the Board of Education of Hamtramck Public Schools agrees as follows:

The parties will establish a Committee composed of three union employees selected by the Union, and three non-union employees selected by the Superintendent. That Committee will review whether it is feasible and advisable for the District to self-insure for medical and/or dental and/or optical insurances. The Committee will provide a recommendation to the Superintendent in that regard. It is understood that, should the District self-insure, current benefits will not be diminished as a result, unless mutually agreed upon. If the District does self-insure, the District and all personnel who choose medical coverage will share on a 50/50 basis, in any savings after the first year of the self-insurance program. Within six months of the end of the first year the District is self-insured, each employee will receive a lump sum bonus. Employee bonuses will be equal.

The Committee will also study the feasibility of offering supplemental insurance coverage to employees, which may include Long-Term Disability medical insurance coverage, at the employee's cost. The Committee will make recommendations regarding supplemental insurance to the Superintendent.

(2A) Parties agree during contract period 2006 – June 30, 2009 Union members shall receive 100% of health care savings. July 1, 2009 revert back to Letter of Agreement #2 @ 50/50 split.

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

President

President, Local 257

Secretary

Vice-President, Local 257

Superintendent

Committee Member

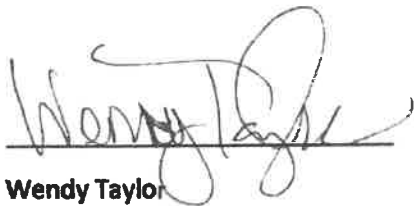
Committee Member

Committee Member

DeAngelo Malcolm
Staff Representative
Michigan Council #25

Memorandum of Understanding
Between AFSCME Local 257 and Hamtramck Public Schools

AFSCME Local 257 and Hamtramck Public Schools (HPS) hereby agree that clause 3a. found in the new 2022-2025 CBA which reads, "All AFSCME employees hired after August 1, 2021 will move up one step with the ratification of this CBA on July 1, 2022" will have a sunset provision of June 30, 2022. This agreement goes into effect for the 2022- 2023 School Year.



Wendy Taylor
President, Local
AFSCME

7/5/2022

DATE



Nabil Nagi
Interim Superintendent
Hamtramck Public Schools

7/6/2022

DATE