

3736

6/30/2000

A G R E E M E N T

BETWEEN

PORTLAND PUBLIC SCHOOLS

AND

PORTLAND PUBLIC SCHOOLS CUSTODIAL-MAINTENANCE CHAPTER  
Local 1910, Michigan Council #25  
American Federation of State, County  
and Municipal Employees (AFSCME)  
AFL-CIO

JULY 1, 1997 - JUNE 30, 2000

*Portland Public Schools*

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## AGREEMENT

This Agreement entered into this First day of July, 1997 between Portland Public Schools (hereinafter referred to as the "Employer") and the Portland Public Schools Custodian-Maintenance Chapter of Local 1910, affiliated with Council #25, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO (hereinafter referred to as the "Union").

## WITNESSETH

WHEREAS, the Employer and the Union recognize and declare that providing quality education for the children of the Portland Public Schools is their mutual aim; and

WHEREAS, the Employer has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its custodial personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing a proper service to the community; and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE 1. RECOGNITION**

A. 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 rates of pay, wages, hours of employment or other conditions of employment for the term of this Agreement of those employees of the Employer as certified and hereinbelow set forth.

B. The term "employee" as used herein shall include all regularly scheduled maintenance and custodial employees, groundskeepers, and mechanics except those listed in Article 1, Section C.

C. Exceptions to Article 1, Section B are all employees performing janitorial services pursuant to any contract between the Employer and outside concerns, including contracted custodial service companies, bus drivers and transportation supervisors, cafeteria employees, secretaries and clerical employees, building and grounds supervisor, all professional employees, all other supervisory and administrative personnel, all irregular employees and all other employees of the Board of Education.

D. The Union represents probationary employees in matters of wages, hours and working conditions, but does not represent them in matters of discharge, reprimand or transfer for other than Union activities.

E. 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.

**ARTICLE 2. MANAGEMENT RIGHTS**

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education as Employer, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

**ARTICLE 3. JURISDICTION**

A. Employees of the Employer not covered by the terms of this Agreement, other than those employees contracted for janitorial service through contracted custodial service companies or other outside concerns, may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation, or in cases of emergency; except for the work that has



been historically performed during the spring, summer and Christmas vacation periods and the work that has been performed as a part of the community school program providing there is no discrimination against the employees covered by this Agreement.

**ARTICLE 4. CONTRACTUAL WORK**

By law, the right of contracting or subcontracting is vested in the Employer. This right shall not be used for the purpose of undermining the Union nor to discriminate against any of its members.

The parties agree that through the use of special conferences alternatives to contracting and subcontracting can be explored.

**ARTICLE 5. UNION SECURITY**

Agency Shop

- A. Employees covered by this Agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay to the Union each month a non-member representation fee.
- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union, or pay to the Union each month a non-member representation fee, for the duration of this Agreement, on or before the sixtieth (60th) day following the beginning of their employment in the unit.
- C. Employees shall be deemed to be in good standing within the meaning of this section if they are not more than sixty (60) days in arrears in payment of the membership dues or non-member representation fee.
- D. The non-member representation fee shall be determined by the Union and shall represent a proportionate share of the cost of negotiating and administering this Contract. The Union shall warrant to the Board of Education, upon their request, the amount of the monthly non-member representation fee. The Board shall be held harmless from any and all claims, demands, suits and other forms of liability resulting from the determination of the non-member representation fee.
- E. The Board of Education shall not be liable to the Union or any employee for the remittance or payment of any sum other than that constituting the actual deductions made from wages earned by employees in accordance with the authorizations on file with the Board. All refunds claimed for deductions under such dues or non-member representation fee authorizations shall lie solely with

the Union and the Union shall agree to hold the Board harmless from all claims of excessive deductions.

F. The Union shall save the Board harmless from any and all costs, including witness and attorney fees, claims, demands, suits and other forms of liability resulting from action taken by the Board in enforcing the provisions of this Article.

G. The Board shall be notified in writing, by the Union, of any member who is sixty (60) days or more in arrears in payment of membership dues or non-member representation fees.

**ARTICLE 6. UNION DUES AND INITIATION FEES**

A. Payment by Check-off. Employees shall tender the initiation fee and monthly membership dues and/or representation fee by signing the Authorization for check-off Form.

Check-off Forms. During the life of this Agreement and in accordance with the terms of the Authorization for Check-off of Dues and/or Representation Fees as hereinafter set forth, the Employer agrees to deduct union membership dues and/or representation fees, levied in accordance with the Constitution and By-laws of the Union and as warranted to the Board of Education in accordance with Section D of Article 5, from the pay of each employee who executes or has executed the following Authorization for check-off Form:

B. When Deductions Begin. Check-off deductions under all properly-executed Authorization for Check-off of Dues and/or Representation Fees Forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

C. Remittance of Dues to Financial Officer.

1. Deductions for any calendar month shall be remitted to such address as designated, to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) days following the date on which they were deducted.

2. The Employer shall additionally indicate the amount deducted and notify the Council financial officer of the names and addresses of employees who are no longer subject to deductions through a change in their employment status, and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

D. Termination of Check-off. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E. Disputes Concerning Membership. Any dispute arising as to an employee's compliance or non-compliance with Section A or B of Article 5 shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be processed through the grievance procedure, commencing with Step Three.

Until the matter is disposed of, no further deductions shall be made. The Board of Education assumes no liability for the authenticity, execution or revocation of the authorization form.

**ARTICLE 7. SPECIAL CONFERENCES**

A. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative, upon the request of either party. Such meetings shall be between two representatives of the Union and two representatives of management. Arrangements for such special meetings 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. Such request shall also set forth an estimated length of the conference. Matters taken up in the special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually-agreeable time. The Union members shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

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

**ARTICLE 8. STEWARDS AND ALTERNATE STEWARDS**

A. The employees covered by this Agreement shall be represented by a Chief Steward and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union. In the absence of the Chief Steward, the Alternate Steward shall have the rights and duties of the Chief Steward as pertains to this Contract.

B. The employees shall select a Chapter Chairperson and Chapter Vice-Chairperson in a manner determined by the employees and the Union. In the absence of the Chapter Chairperson, the Chapter Vice-Chairperson shall have the rights and duties of the Chapter Chairperson as pertains to this Contract.

C. The steward, during his/her working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

D. Prior to leaving his/her assigned work, the steward shall notify the Employer, requesting released time for union business. The steward shall not leave his/her assigned task until a substitute has been obtained, if needed. The Employer shall provide such substitute promptly on request. The steward, on arrival at the new location, will report his/her presence to the person in charge.

E. The Union shall keep the Employer advised in writing of the names of all chapter officers, stewards or alternate stewards.

**ARTICLE 9. GRIEVANCE PROCEDURE**

A. A grievance shall be an alleged violation of the express terms of this contract or a dispute over its application. The Chapter Chair and/or Chief Steward may file a grievance on behalf of the Union if the alleged violation effects bargaining unit integrity or the entire bargaining unit.

An alleged violation of any written policy or written rule or condition of employment will be the subject of a Special Conference as described in Article 7.

1. STEP ONE. If an employee feels he/she has a grievance, he/she shall discuss the grievance with the steward. The steward will discuss the grievance with the immediate supervisor. If the matter is not thereby disposed of within ten (10) working days, it

will be submitted in written form by the steward to the immediate supervisor within fifteen (15) working days from the date the grievance occurred.

Written grievances shall be submitted on the Grievance Report Form (as attached - Exhibit B) and shall be as complete as possible. The written grievance shall be signed by the grievant or grievants. The immediate supervisor shall answer the grievance in writing within ten (10) working days.

2. STEP TWO. If the grievance has not been settled, it shall be presented in writing and signed by the grievant to the Superintendent within five (5) working days after the supervisor's response is received. A grievance conference shall be held within five (5) working days if requested by the Union or the Employer. The Superintendent shall respond to the grievance in writing within ten (10) working days from the date received or ten (10) working days from the conference, if held.

3. STEP THREE. If the answer in step two is not satisfactory to the Union, they will within fifteen (15) working days of the superintendent's answer, serve written notice of appeal to the superintendent or his/her designee. The superintendent, upon receipt of the union's notice of appeal, shall within fifteen (15) work days, arrange a meeting of the parties involved for the purpose of dispute resolution. This meeting shall include at least two representatives of the Board of Education and at least two members of the Union including a representative of Michigan Council 25. Additionally, upon mutual agreement, an impartial third party may be requested to attend.

#### ARBITRATION

If, at the conclusion of the above meeting, the dispute remains, the Union shall, within thirty (30) calendar days serve written notice to the Employer of its intent to arbitrate the dispute.

In the event the Employer and the Union are unable to agree on an ad hoc arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with their rules and procedures.

The fees and approved expenses of the arbitrator will be paid equally by the parties, except that each party shall assume its own costs for representation including any expense of witnesses.

Witnesses, under this Employer, requested by the Union, shall be released from work for the arbitration.

#### POWER OF THE ARBITRATOR

The arbitrator shall be empowered to decide disputes about the interpretation or application of the clauses of this Agreement,

and about alleged violations of the Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Board of Education or the Union where such discretion has been retained by the Board or the Union, nor shall he/she exercise any responsibility or function of the Board of Education or the Union, nor shall he/she have the power to establish or change any salary schedules, nor shall he/she have the power to interpret any state or federal laws. However, he/she shall be empowered to reverse or sustain an unjust disciplinary action.

If either party disputes that the matter is not subject to arbitration under the terms of this Agreement, that dispute shall be submitted to an arbitrator as a separate issue. The arbitrator who rules on the Arbitrability of the matter shall be banned from ruling on the merits of the grievance, unless there is mutual agreement of the parties involved.

Any grievances which are similar in nature, may be heard simultaneously by the arbitrator, upon written consent of the Board of Education and the Union.

The decision of the arbitrator shall be final and binding on the employees, the Union and the Board of Education; any decision of the arbitrator shall be implemented forthwith, however the parties retain the right to appeal to a court of competent jurisdiction.

B. The failure of either party to answer or appeal, at any step of the grievance procedure, within the specified time limits, shall be deemed to be settled on the terms of the other party's last answer or appeal. Any grievance may be withdrawn, without prejudice, at any stage of the grievance procedure up to the arbitration level. Any grievance may be withdrawn at the arbitration level, without prejudice, upon mutual consent of the Union and the Board. The Financial liability of either party shall be limited to those specified in this Article.

C. The time limits specified herein for movement of grievances through the process shall be strictly adhered to; however, they may be relaxed or extended by mutual written consent of the parties.

D. For purposes of this Article "work days" shall be construed to mean weekdays, excluding Saturday, Sunday and holidays.

#### **ARTICLE 10. DISCHARGE AND DISCIPLINE**

A. The right to discharge or discipline employees shall remain at the sole discretion of the Board of Education or its representative; but no discharge or discipline shall be taken without just cause. The interpretation of the term "just cause"



shall include, but shall not be limited to the following:

1. Conviction of any criminal act.
2. Disorderly or immoral conduct.
3. Incompetent or inefficient work habits.
4. The possession of or consumption of intoxicants or narcotics on school property or reporting to work under the influence of intoxicants or narcotics.
5. Negligence or willful damage to public property, waste or misappropriation of public supplies, equipment or money.
6. Deliberate falsification of records or reports.
7. Misuse of employee benefits.

All dismissals and suspensions shall be without pay.

B. In imposing any discipline or discharge on a current charge, the Board of Education shall not take into consideration any prior infractions or disciplinary actions which occurred more than two (2) years prior to the current infraction.

C. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the chief steward. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the chief steward. Should the discharged, suspended or disciplined employee, other than a probationary employee, and the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Superintendent of Schools or his/her designated representative within two (2) regularly-scheduled working days of the discharge or discipline. The Superintendent of Schools or his/her designated representative will review the discharge or discipline and give his/her answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure, commencing with Step Three.

#### **ARTICLE 11. SENIORITY**

A. New employees hired in the District shall be considered as probationary employees for the first sixty (60) days of their regularly-scheduled active employment.

The sixty-day probationary period shall be accumulated within not more than one-hundred twenty (120) calendar days.

When an employee finishes the probationary period, by accumulating sixty (60) days of regularly-scheduled active employment

within not more than one-hundred twenty (120) calendar days, he/she shall be entered on the seniority list of the unit, and shall rank for seniority from the date of his/her initial hire. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article I of this Agreement; except discharged, disciplined or laid-off employees for other than Union activity.

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

D. Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire.

#### **ARTICLE 12. SENIORITY LIST**

A. 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. A copy of such seniority list shall be made available to the Union on or before July 1 of each year. Such list shall contain date of hire, employee's locations, classification, and seniority within classification.

#### **ARTICLE 13. LOSS OF SENIORITY**

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

1. He/she resigns.
2. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
3. He/she is absent for three (3) consecutive working days without notifying his/her supervisor or the superintendent. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure commencing with Step Three.
4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made.



5. He/she does not return from authorized Sick Leave and leaves of absence within three consecutive working days from the time expected without notifying the Employer specifying valid reasons therefore.

**ARTICLE 14. SENIORITY OF CHAPTER OFFICERS AND STEWARDS**

A. During their term of office, notwithstanding their position on the seniority list, the Chapter Chairperson and the Chief Steward shall, in that order, be deemed to head the seniority list for the purposes of layoff, recall and shift preference only; provided they are qualified to perform the required work. Upon termination of their term, they shall be returned to their regular seniority status.

**ARTICLE 15. LAYOFF AND RECALL**

A. The word "layoff" means a reduction in the working force due to a decrease in the amount of work required, the lack of available funds, a cut-back in enrollment or any combination thereof.

B. When it becomes necessary to reduce the size of the work force, part-time and probationary employees shall be laid off first, providing there are employees with seniority who are available and can satisfactorily perform the work of the part-time or probationary employees without break-in or training period. Thereafter, the employees with the least seniority within the department or classification affected shall be the ones laid off providing senior employees are then available who can satisfactorily perform the work of the laid-off employee without break-in or training period. In the event there are no senior employees who are then available and who can satisfactorily perform the work of those scheduled for layoff without break-in or training, then the junior employee shall be retained and the next least junior employee shall be laid off.

C. If it is necessary to eliminate a job classification or reduce the number of occupants in a job classification, the last employee or employees to enter the job classification shall be the ones removed therefrom. Employees thus removed from the job classification may, in lieu of accepting layoff, exercise their seniority to replace the employee with the least seniority in any equal or lower-rated classification, seniority permitting; which work such replacing employee can satisfactorily perform without break-in or training. Employees thus displaced from their job classification shall be entitled to exercise the same right.

D. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued

to the employees. The employees shall be recalled to employment in inverse order of layoff for new positions opening as determined by the work requirements established by the Board, for which the employees are qualified. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to respond within five (5) days or fails to report for duty within ten (10) days from date of mailing of notice of recall, he/she shall be considered as resigned. The recall list shall be maintained by the Employer for a period not to exceed two (2) years. Thereafter, an employee shall lose his/her right to recall.

#### **ARTICLE 16. TRANSFERS**

If an employee is transferred to a position under the Employer not included in the unit, he/she shall continue to accrue seniority for sixty (60) calendar days from the date of the transfer. If the employee has not returned to the unit within the sixty (60) day period he/she will retain his/her seniority, but will not accumulate any additional seniority while working in the position outside the unit.

#### **ARTICLE 17. JOB VACANCIES AND TRANSFERS**

A. Notice of all vacancies and newly-created positions shall be posted for a period of seven (7) calendar days on employee bulletin boards within one (1) pay period from date of vacancy. Interested employees shall make application to fill the vacancy or new position within the seven (7) calendar day posting period.

Determination on filling vacant or newly-created positions shall be made on the basis of qualifications and seniority.

An employee granted a vacant or new position shall be given a four (4) week trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to the Chapter Chairperson with a copy to the employee. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure at Step Two.

B. During the four (4) week 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, notice and reasons shall be submitted to the Chapter Chairperson in writing by the Employer, with a copy to the employee. The matter

may then become a proper subject for Step Two of the grievance procedure.

C. During the trial period, employees will receive the rate of the job they are performing.

D. In exception to the above section any bargaining unit member, upon showing good and compelling reason, may request and receive permission to bid into a lower classification upon mutual consent of the Union and the Employer.

#### **ARTICLE 18. LEAVE OF ABSENCE**

A. FAMILY & MEDICAL LEAVES: Once each twelve (12) months, an employee, who has worked for the employer at least one (1) year and for at least 1,250 hours over the previous twelve months, shall be granted a leave of up to twelve (12) weeks for the following reasons:

1. Birth and post natal care of a child.
2. Placement of a child with the employee for adoption or foster care.
3. For a serious medical condition that makes the employee unable to perform their job function.
4. To care for a spouse, son, daughter, or parent of the employee who suffers from an illness, injury or impairment, or physical or mental condition that involves inpatient care at a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

Employees must exhaust all paid leaves available to them before being eligible for an unpaid family or medical leave, except that when applying for such leave the employee may at his/her option freeze up to Eighty (80) hours of accumulated sick leave for use upon final return from family and medical leave.

During family and medical leaves, as defined above, the employer agrees to contribute to the employee's health coverage under the group health plan at a level equal to the level prior to the commencement of the leave.

Extensions of family and medical leaves may be granted not to exceed one(1) year. However, when leaves are extended beyond twelve (12) weeks the employee will be responsible for the continuation of premiums into group health plans.

B. OTHER UNPAID LEAVES: With advance approval of the employer, an unpaid leave of absence may be for periods not to exceed one (1) year may be granted for the following reasons:

1. Serving in any elected or appointed position, public or union.
2. Training related to an employee's regular duties in any approved educational program.

C. Except in cases where advance notice would not be possible, request for leave shall be submitted in writing and on a form supplied by the employer not less than thirty (30) days prior to the date the employee desires to commence such leave.

D. Employees shall maintain accumulated seniority while on any leave of absence, but shall not accrue seniority while on unpaid leave of absence. Leaves of absence shall be without compensation, sick leave or vacation accumulation or accumulation of other benefits and fringe benefits, except for medical insurance coverage as defined in Section A of this Article.

E. Employees returning from a leave of absence shall be returned to the position they held at the time the leave was granted, replacing the least senior employee in the classification.

F. Employees may be required to submit to a physical examination at the request and expense of the Employer at any time during their employment.

G. The reinstatement rights of any employee who is inducted into the military service of the United States, by reason of any Act or Law enacted by Congress of the United States, shall be determined in accordance with the provisions of the Law granting such rights.

H. Leaves of absence without pay and without loss of seniority will be granted to employees who are active in the National Guard or branch of the armed forces reserves, for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leave of absence immediately upon receiving their orders to report for such duty.

I. Members of the Union elected to attend a function of the International Union or Council #25, such as conventions and educational conferences, may be allowed time off without pay to attend such conferences and/or conventions upon prior written request and approval therefore.

J. The Employer and the Union shall work together in implementing an in-service educational and training program to upgrade and train the employees in methods, materials and equipment.

The Employer may, at his discretion, allow employees to attend demonstrations, workshops or seminars in areas which would be useful to the employee. If such demonstrations, workshops or seminars are held during the employee's regularly-scheduled working hours, he/she shall be granted time off with pay and shall be reimbursed expenses in connection with his/her attendance at such events. The Employer shall not be arbitrary or capricious in his/her decisions relating to this section.

The Employer may, at his discretion, allow employees to enroll in specific formal education courses which will be useful in his/her work. If such courses are during the employee's regularly scheduled working hours, he/she shall be allowed time off with pay and reimbursed any expenses in connection with courses; provided the employee completes the course with a passing grade. The Employer shall not be arbitrary or capricious in his/her decisions relating to this section.

**ARTICLE 19. SICK LEAVE**

A. Employees shall receive Sick Leave at the rate of one (1) day per month, not to exceed 12 days per year, which may be accumulated to a total of One-hundred, Twenty-five (125) days.

Sick leave shall be used for the personal illness or disability of the employee or during or following the hospitalization of a member of the employees immediate family (as defined in Article 21, Section A) and where the employee's services are required.

B. An employee who is absent from work do to a work related injury or illness may use sick leave to make up the difference between his/her workers compensation payment and his/her normal full net pay, provided that such payment will not cause a reduction in his/her workers compensation benefit. A number of days, or parts thereof, will be deducted from the employees accumulated sick leave to equal the amount paid under this section.

C. All unused Sick Leave accumulated by an employee shall be paid to him or his beneficiary upon his retirement, death, or resignation; but not discharge or layoff, as follows:

1. After ten (10) years continuous employment one-third (1/3) normal rate.
2. After fifteen (15) years continuous employment one-half (1/2) normal rate.

D. Employees may be required to submit a doctor's statement during a prolonged illness.

E. An employee, while on Sick Leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

F. An employee eligible for benefits under the short term disability insurance may use sick leave to make up the difference between the employees normal full gross pay. A number of days, or parts thereof, will be deducted from the employees accumulated sick leave to equal the amount paid under this section.

**ARTICLE 20. PERSONAL BUSINESS LEAVE**

A. Each employee is entitled to three (3) days per year for the conduct of business which cannot be attended to outside the employee's regularly-scheduled working day. Personal Leave shall not be used for recreation or vacation.

B. An employee must request permission for a Personal Business Day from the Superintendent at least two (2) working days in advance of the expected date of absence. Such request shall be in writing and shall state, in general terms, the reason.

C. Personal Business Leave shall be deducted from accumulated Sick Leave.

**ARTICLE 21. FUNERAL LEAVE**

A. An employee shall be allowed up to five (5) working days as Funeral Leave for the death of a member of the immediate family.

Immediate family shall be defined as parents, brother, sister, spouse, child, grandchild, grandparents, brother-in-law, sister-in-law, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law of the employee or, at the Superintendent's discretion, any other person.

Additional time may be granted by the Superintendent in extenuating circumstances or where extensive travel is required.

Denial of funeral leave shall be subject to the grievance procedure.

B. An employee selected to be a pallbearer shall be allowed one (1) day per year.

C. The Chapter Chairperson shall be allowed one (1) day per year for attendance at the funeral of a member of the Union, who is a member of the District.

D. Any days of Funeral Leave in excess of three (3) per year shall be deducted from Sick Leave.



**ARTICLE 22. VACATION**

A. If an employee has worked one full calendar year, he/she shall be entitled to paid Vacation Leave. If an employee has worked less than all regularly-scheduled hours, except by reason of using accumulated Sick Leave, Funeral Leave and Holiday Leave, his/her Vacation Leave shall be pro-rated. Paid Vacation Leave shall be as follows:

One (1) to four (4) years - 80 hours annually;  
Five (5) to eight (8) years - 120 hours annually;  
Nine (9) to eleven (11) years - 136 hours annually;  
Twelve (12) or more years - 160 hours annually.

Vacation time shall be credited to the employee on the anniversary of his/her date of hire.

B. All vacations shall be taken after school closes for summer vacation, and before the third week in August; or at other times during the year if mutually agreeable. Vacation requests shall be submitted in writing no later than May 15 of each year. Vacations shall be scheduled by the Superintendent or his/her designee. Employees shall be notified of their approval or rejection no later than May 25 of each year.

C. In the event two (2) or more employees desire the same vacation time, and it is determined only one (1) can be allowed to go, seniority shall prevail.

D. In the event two (2) or more employees have the same seniority date, seniority shall be determined by lot.

E. When a holiday falls during an employee's vacation, he/she shall be entitled to an additional day off with pay, for the holiday, continuous with his/her vacation.

F. An employee may carry over up to sixty (60) hours of his/her annual vacation time until the following year. Such time must be used during the following year.

Effective July 1, 1999 an employee may carry over up to eighty (80) hours of his/her annual vacation time until the following year. Such time must be used during the following year.

An employee may not receive vacation pay in lieu of vacation time, except when an employee retires, dies, resigns or is discharged, he/she shall receive an amount equal to the pro-rated vacation pay due him/her, based upon his/her current wage rate.

G. In the event an employee becomes ill during his/her vacation, and a duly-licensed physician certifies he/she is unable to continue his/her vacation as planned, he/she will be eligible for

Sick Leave and to reschedule the unused portion of his/her vacation.

H. If a regular payday falls during an employee's vacation, he/she will receive that check in advance of going on vacation. Should an employee change his/her vacation, he/she must make a request for his/her check two (2) weeks before leaving if he/she desires to receive it in advance.

#### **ARTICLE 23. HOLIDAY PROVISIONS**

A. The Employer shall pay the normal day's wages for an eight (8) hour workday at the employee's current rate of pay for the following specified holidays, even though no work is performed by the employee:

New Year's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day and the day following  
Christmas Day and the day preceding  
Day before New Year's Day

B. If the above-listed holiday should fall on a Saturday, the Friday preceding shall be considered the holiday, or if the holiday falls on Sunday, the following Monday shall be considered the holiday. If school is in session on either a Friday or Monday, as indicated above, the Employer may request the employee to work that day for regular straight-time rate of pay for such hours worked, and allow him/her another day off with pay which is mutually agreeable to both parties.

C. Except for the above-mentioned situation, any employee who is required to work on a holiday shall be paid at a rate two (2) times his/her normal rate for his/her regularly-scheduled shift, for the actual hours worked, with a guarantee of at least two (2) hours pay at the applicable rate, but not as an addition to his/her holiday pay.

#### **ARTICLE 24. WORKING HOURS**

A. The regularly-scheduled workweek shall consist of forty (40) hours and shall begin at 12:01 a.m. on Monday. Employees shall regularly work in five consecutive days during the workweek and these days shall be considered the employees' regular workdays.

B. The First Shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The Second Shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The Third Shift is any shift that regularly starts on



or after 7:00 p.m., but before 4:00 a.m. The shift which an employee is assigned to shall be considered his/her regular shift, if he/she is assigned to that shift for at least seven (7) calendar days.

C. Employees shall receive a shift premium of \$1.00 per hour, for all hours worked immediately proceeding and contiguous with the employees regular shift.

D. The normal workday shall be eight and one-half (8 1/2) consecutive hours which shall include a one-half (1/2) hour unpaid lunch period. The Employer may stagger the lunch period so that continuous custodial service is available for efficient operation of the school.

E. Employees shall receive a ten (10) minute rest period during the first four (4) hours of their workday and one ten (10) minute rest period during the second four hours of their workday; said rest periods shall be taken in the vicinity of the employee's work.

F. The Employer may assign all custodians to the Day Shift at day wages during the summer or during seasonal recesses when school is not in session. In the event the Employer and the Union desire to modify the number and length of consecutive workdays within a forty (40) hour workweek during the summer when school is not in session, such shall become an agenda item for a special conference.

G. An employee leaving his/her work site for the purpose of conducting personal business shall punch out on his/her time card before leaving and punch in upon his/her return.

H. If school is not in session due to inclement weather and all other employees are not required to work, employees covered under this Contract, unless otherwise requested, will not be required to report to work:

- 1) On days that, by statute, do not have to be made up the employee will suffer no loss of pay. Employees who are requested to work under such conditions shall be given an equal amount of time off with pay on an alternative date which is mutually agreeable to the employee and employer.
- 2) On other days employees may use vacation or personal business days, if available, to suffer no loss of pay.

These provisions shall not apply to days when school is dismissed early due to inclement weather.

**ARTICLE 25. OVERTIME**

- A. An employee shall be paid at the rate of one and one-half (1-1/2) of his/her regular shift pay for all time worked in excess of forty (40) hours in one workweek, providing that prior approval has been obtained from the immediate supervisor, the Superintendent, or his/her designee.
- B. An employee shall receive pay at the rate of one and one-half (1-1/2) of his/her regular shift pay for all time worked beyond the completion of his/her regularly-scheduled working hours, provided that prior approval has been obtained from the immediate supervisor, the Superintendent, or his/her designee.
- C. An employee shall receive pay at the rate of one and one-half (1-1/2) his/her regular shift pay for all time worked on the day following the last day of his/her regular workweek, providing he/she has received prior approval from his/her immediate supervisor, the Superintendent or his/her designee.
- D. An employee shall receive pay at the rate of two (2) times his/her regular shift pay for all time worked on the day preceding the first day of his/her regular workweek, provided that he/she has received prior approval of his/her immediate supervisor, the Superintendent or his/her designee.
- E. An employee who is requested to work overtime at the end of or prior to his/her regularly-scheduled shift shall be paid at the applicable rate for time actually worked. If an employee has left the premises after working his/her regular shift or on a day which is not a regular workday, he/she shall receive the applicable rate of pay for a minimum of two (2) hours.
- F. A bargaining unit employee will be designated to monitor weather and road conditions and report threatening situations to the superintendent or his/her designee. The employee will receive an annual stipend of as follows:

1997-98 .....	515.00
1998-99 .....	525.30
1999-00 .....	530.55

- G. In cases of non-school activities where custodial duties are not required, bargaining unit members will not be called in to unlock or lock buildings.

**ARTICLE 26. COMPUTATION OF BENEFITS**

- A. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

**ARTICLE 27. BENEFITS FOR REGULARLY-SCHEDULED PART-TIME EMPLOYEES**

A. Those employees who are classified as regularly-scheduled part-time employees working less than forty (40) hours per week and are covered by this Agreement shall be provided hospitalization and health insurance by the Employer based on a ratio comparing their hours to the hours of a full-time employee, not to exceed full single subscriber coverage.

B. Regularly-scheduled part-time employees shall share in all other economic fringe benefits of this Contract in a ratio comparing their hours to the hours of a full-time employee.

**ARTICLE 28. WORKMEN'S COMPENSATION FOR ON-THE-JOB INJURY**

A. It is hereby agreed that each employee covered by this Agreement will be covered by the applicable Workmen's Compensation Laws.

**ARTICLE 29. INSURANCE**

A. The Employer agrees to provide hospitalization and health insurance coverage for the employees and their eligible spouse and eligible children. Insurance coverage shall be the Master Medical Option #4 as provided by Blue Cross-Blue Shield with a one dollar (\$1.00) deductible prescription drug program and specific coverage and riders as follows: Comprehensive Blue Cross with Riders D45NM, IMB, CC, DCCR, COB-2; and MVF-1 Blue Shield with Riders ML, OB, FAE, VST, CLC, RM, RP, DC, CB-2.

Eligible employees electing not to participate in the medical insurance program defined above, may elect to carry other forms of insurance provided by MASB/SET and the employer will contribute a monthly amount equal to the medical insurance single subscriber rate.

The employer shall pay the following amounts toward the applicable medical insurance premiums:

- 7/1/97 to 6/30/98 ... 100% of the applicable rate.
- 7/1/98 to 6/30/99 ... Up to 110% of the 1997-98 rate.
- 7/1/99 to 6/30/00 ... Up to 120% of the 1997-98 rate.

If available to the Bargaining Unit, retirees from this Bargaining Unit will be able to obtain, at their own expense, the above insurance at the then applicable group rates; provided that is allowed by the insurer.

- B. The Employer agrees to provide a dental insurance program through MASB/SET (Michigan Association of School Boards). The plan shall provide for basic care, with major dental option which provides 50/50 coverage with a fifty dollar (\$50.00) deductible.
- C. The employer agrees to provide short-term disability insurance coverage which provides fifty-two (52) weeks of coverage, beginning with the eighth (8th) day, and a weekly benefit at least one hundred fifty (\$150.00) dollars.
- D. The Employer shall provide a total of \$15,000 term life insurance on the life of each employee.
- E. The Employer agrees to provide SET Standard x3 vision insurance for the Employee and his/her family.
- F. The Employer shall make available any optional coverages under the plan provided in Section A. These optional coverages may be started as provided by the insurer. Premiums for optional coverages shall be paid by the employee through payroll deduction. Optional coverages may include: loss of earnings, long-term disability, additional term life insurance and dependent life insurance.
- G. All insurance coverage provided by the Employer shall terminate with the end of the employee's employment in the school system through layoff, retirement, resignation, discharge or death. However, the same shall continue in the event an employee is on Workmen's Compensation or Sick Leave.

#### **ARTICLE 30. RETIREMENT BENEFITS**

A. It is understood that the employees covered by this Agreement are included in the definition of "Public School Employee" as provided by Act 136 of the Public Acts of Michigan 1945, as amended, and thereby are qualified to participate in the Public School Employees' Retirement System. It is agreed that employee and Employer contributions to the system, as well as benefits received by retiring employees shall be governed solely by the applicable laws of the State of Michigan.

#### **ARTICLE 31. NEW JOBS**

A. The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job de-

scriptions, specifications, classifications, and rates of pay; and to place them into effect. Whenever a new building or a job is made operational, the Employer shall establish the job description.

B. The Employer will notify the Union of such new or changed custodial or maintenance jobs and will, within sixty (60) days after such new or changed job is established, meet with the Union to negotiate the rate and classification if such new job is deemed to be within the unit herein certified and recognized.

#### **ARTICLE 32. TEMPORARY ASSIGNMENTS**

A. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

B. Employees who fill a temporary assignment in a lower classification, shall receive their normal rate of pay for all hours worked while filling such vacancy.

#### **ARTICLE 33. JURY DUTY**

A. Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance of service, less any compensation received for such jury service.

#### **ARTICLE 34. EQUALIZATION OF OVERTIME HOURS**

A. Overtime shall be divided and rotated as equally as possible among those employees who regularly perform such work provided they are qualified to perform such work.

B. For the purpose of this Article, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period.

C. An up-to-date list indicating the overtime hours worked by each employee shall be kept in the Board of Education Office and shall be available to any member of the bargaining unit upon request. This list shall be posted in a prominent place in each school building on a monthly basis.

**ARTICLE 35. NEGOTIATION PROCEDURES**

A. This Contract contains the entire agreement of the parties. During its life each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to grievance negotiations as provided in Article 9. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Board of Education and the Union.

B. The waiver of any breach or condition of this Agreement by the Board of Education shall not constitute a precedent in the future enforcement of the terms of the conditions herein.

C. If any article or section of this Agreement should be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, but will remain in full force and effect. This Agreement shall be binding upon the parties hereto, their successors and assigns.

**ARTICLE 36. MISCELLANEOUS PROVISIONS**

A. The Union shall have the right to post notices of activities in matters of Union concern on employee bulletin boards.

B. The Board of Education shall maintain a retirement policy, as a portion of Board Policy, which is in accordance with the then applicable state and federal laws regarding mandatory retirement.

C. The Union recognizes that strikes, as defined by Section 1 of Public Acts 336 of 1947 of Michigan, as amended, by public employees are contrary to law and public policy. The Board and Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike against the Board by an employee or group of employees.

The Employer agrees that during the life of this Agreement, there shall be no lockout of employees.

D. Copies of this Agreement shall be printed at the mutual expense of the Board and the Union, and presented to all employees now employed or hereafter employed by the Board of Education.



E. Uniforms will be provided as follows:

1. Each employee shall be given the following uniform allowance for the purchase of shirts, pants, coveralls, safety shoes and if classified as maintenance or grounds-keeper, appropriate outdoor clothing.

1997-98 .....	206.00
1998-99 .....	210.12
1999-00 .....	212.22

All uniforms, including safety shoes, must be ordered from a vendor specified by the employer.

2. Clothing or shoes judged to be no longer acceptable for wear shall be turned into the Board of Education Office for issuance of new uniform or shoes.

3. The employee shall be required to wear the uniforms and shoes provided at all times while at work.

4. Proper cleaning and maintenance of the uniforms and coveralls shall be the responsibility of the employee.

5. Uniforms shall be ordered by the first week of July, during the term of this Contract.

F. Employees will be required to attend staff meetings, as called by the employer. Employees shall be paid their appropriate regular or overtime rate for attendance at such meetings.

**ARTICLE 37. TERMINATION AND MODIFICATION**

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

A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, given written notification of same.

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

C. If Notice of Amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written Notice of Termination.

D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

E. Notice of Termination or Modification shall be in writing and shall be sufficient if sent by certified mail; addressed, if to the Union, to Michigan Council #25, AFSCME, AFL-CIO, 1034 N. Washington, Lansing, MI 48906; and if the Employer, addressed to Portland Board of Education, 1100 Ionia Road, Portland, MI 48875; or to any such addresses as the Union or the Employer may make available to each other.

**ARTICLE 38. SEASONAL, CASUAL OR TEMPORARY EMPLOYEES**

A. During the months of May through September, as a supplement to the work force, up to a total of five (5) seasonal, casual or temporary employees, (commonly referred to as students) each employee may be employed to a total of one hundred twenty (120) calendar days. It is understood and agreed that the provisions of this Agreement, entered into between the parties, do not apply to these employees.

In addition, it is understood that this Article does in no way apply to regularly-scheduled permanent part-time labor working thirty (30) hours per week or less.

B. It is further agreed that these employees shall be paid a wage at the sole discretion of the Employer (however, such shall be consistent with the minimum wage law). These employees will be employed to meet the seasonal needs of the school district or may be employed to complete a particular scheduled project, during other times that school is normally recessed or in emergency situations that hinder the operation of the school. These employees will not be hired to prevent the payment of overtime to regular employees as determined by the Employer, nor shall they be used during the time of layoff or while members or the bargaining unit are working reduced hours.



**ARTICLE 39. EFFECTIVE DATE**

This Agreement shall become effective July 1, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 10th day of June, 1997.

FOR THE UNION:

FOR THE EMPLOYER:

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**APPENDIX A. WAGE SCHEDULES**

A. As follows:

1997-98 WAGE SCHEDULE

Classification	Start	After Probation	One Year	Two Year	Three Year
Custodian	11.44	11.74	12.07	12.42	12.78
Housekeeper	9.57	9.76	10.00	10.26	10.53
Utilityman	11.62	11.94	12.25	12.60	12.97
Maintenance	12.30	12.58	12.88	13.15	13.71
Groundskeeper	12.10	12.39	12.70	12.99	13.50
Mechanic	12.12	12.30	12.80	13.39	13.99
Head Mechanic	12.77	12.95	13.45	14.04	14.64

1998-99 WAGE SCHEDULE

Classification	Start	After Probation	One Year	Two Year	Three Year
Custodian	11.67	11.98	12.31	12.67	13.04
Housekeeper	9.76	9.96	10.20	10.46	10.74
Utilityman	11.85	12.18	12.49	12.85	13.23
Maintenance	12.54	12.83	13.13	13.42	13.98
Groundskeeper	12.34	12.64	12.95	13.25	13.77
Mechanic	12.37	12.54	13.06	13.66	14.27
Head Mechanic	13.02	13.19	13.71	14.31	14.92

1999-00 WAGE SCHEDULE

Classification	Start	After Probation	One Year	Two Year	Three Year
Custodian	11.79	12.10	12.44	12.80	13.17
Housekeeper	9.86	10.06	10.30	10.57	10.84
Utilityman	11.97	12.30	12.62	12.98	13.36
Maintenance	12.67	12.96	13.26	13.55	14.12
Groundskeeper	12.47	12.77	13.08	13.38	13.91
Mechanic	12.49	12.67	13.19	13.79	14.41
Head Mechanic	13.14	13.32	13.84	14.44	15.06

B. Employees who work on the second or third shift as outlined in Article 24, Section B, shall receive a scheduled rate which shall include a shift premium of twenty-five (25c) cents per hour on the Second Shift and thirty (30c) cents per hour on the Third Shift.

C. The Board shall pay the employee's State of Michigan retirement contribution of 5% of salary.

D. Any employee who has been employed at least five (5) years, as of November 1 of each contract year shall be entitled to longevity pay, which will be paid in the first pay period in November.

The employee will receive for each full year of continuous service (as of November 1) with the employer:

November 1, 1997 .....	25.00
November 1, 1998 .....	25.50
November 1, 1999 .....	25.76

Any employee who resigns, retires or dies will receive a pro rata share of his/her next longevity payment. An employee who is on unpaid leave of absence during that year will receive a pro rata benefit. Such leave shall not constitute an interruption of continuous service for the purposes of this benefit.

E. Progression of the employee within the established wage schedule during the life of this Agreement shall be on the employee's anniversary date of hire.

F. Any employee who holds a state license or certification in the following skills and is required as a part of their regular job assignment to perform tasks that require that license or certification shall receive an annual stipend as follows:

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>
Asbestos .....	200.00	204.00	206.04
Pesticide/fertilizer .....	300.00	306.00	309.06
Journeyman Electrician or Plumber .	1,500.00	1,530.00	1,545.30
Master Electrician or Plumber .....	2,500.00	2,550.00	2,575.50



PORTLAND PUBLIC SCHOOLS

AND

PORTLAND PUBLIC SCHOOLS CUSTODIAL-MAINTENANCE UNIT  
LOCAL 1910, MICHIGAN COUNCIL #25  
AFSCME

LETTER OF AGREEMENT

WHEREAS, the Board of Education of the Portland Public Schools has adopted a plan to realign the elementary schools, by grade level, before the beginning of the 1998 school year and the parties recognize that the physical implementation of this plan will affect the employees of this bargaining unit.

THEREFOR, the parties hereby agree to the following:

1. No employee will lose accumulated leave as a result of denial of leave during the period of elementary school realignment.
2. The areas of mutual concern concerning the implementation of the plan shall be the subject of a special conference(s) during the 1997-98 school year.

The Union and Employer, have as of this date, ratified this Letter of Agreement.

Dated: June 10, 1997

FOR THE UNION:

FOR THE EMPLOYER:

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