

**Master Agreement**

**Between**

**Hopkins Public Schools**

**And**

**Hopkins Public Schools**

**Mechanics, Custodial, Custodial/Groundswoker, Custodial/Maintenance,  
Bus Washer/Cleaner and Secretarial Employees**

**Chapter .05 of Local #2628**

**Affiliated With Michigan Council #25**

**American Federation of State, County**

**And Municipal Employees, AFL-CIO**

**Effective: July 1, 2017**

**Termination: June 30, 2020**

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## AGREEMENT

This Agreement is entered into between the Hopkins Public Schools (hereinafter referred to as the "EMPLOYER") and the Hopkins Public Schools Mechanics, Custodial, Maintenance and Secretarial Employees chapter of Local #2628, affiliated with Michigan Council #25, AFSCME, 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 labor 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 and maintaining effective schools for 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.

### RECOGNITION

- (a) 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 rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

"All full-time and regular part-time Mechanics, Custodial, Custodial/Groundswoker, Custodial/Maintenance, Bus Washer/Cleaner and Secretarial employees of Hopkins Public Schools, but excluding supervisors, substitutes and all other employees, also excluding any seasonal help."

- (b) Seasonal Help. Seasonal help may be employed by the Employer for a period not to exceed sixty (60) working days per fiscal year.
- (c) Substitutes. Substitutes may be used to fill in for absent bargaining unit employees on paid or unpaid leaves, regardless of the duration, during the period when vacancies are posted, when an employee awarded a position is serving a trial period and when the District is awaiting the return of an employee from recall. Whenever possible, substitutes will be required to work the same shift as the person they are covering for.
- (d) Substitute and seasonal employees will not be used to displace regular employees. In the event a seasonal or substitute employee is promoted to a regular position, time worked as

a seasonal or substitute employee since the last date of hire shall count toward establishing their seniority date, provided time worked was continuous or no more than thirty (30) workdays occurred between the seasonal or substitute and regular position.

It is understood that subsection (b) does not apply to secretarial employees.

## ARTICLE 1. BOARD OF EDUCATION RIGHTS

Nothing in this Agreement constitutes a waiver of the Board's rights and responsibilities to create and maintain effective schools that reflects its educational policies and its public's wishes. Therefore, the Board retains unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law (including but not limited to the Michigan Revised School Code and PERA) and the Constitutions of the State of Michigan and the United States.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, 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. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment and the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, temporarily promote above an employee's classification (such assignment will be temporary and of a short duration), suspend and discharge, for cause, determine evaluation criteria and procedures, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary for its operations and to determine the methods, schedules and standard of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improve methods or changes therein.
5. Adopt reasonable rules and regulations, and uniformly enforce same after said rules and regulations have been posted for ten working days and a copy provided to the Union President or Chapter Chairperson ten working days prior to posting.
6. Determine the qualifications of employees, including the essential functions of positions. Require medical examinations at Board expense by a licensed health care professional approved by the Board in accordance with applicable law.

7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions building or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials, and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
11. Determine the policy, the selection, testing or training of employees, providing, that such selection shall be based upon lawful criteria.

The exercise of the foregoing rights, authority of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE 2. PROSCRIBED ACTIVITY

- (a) The Employer will not 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.
- (b) The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slow down, strike, or engage in similar activity against the Employer. The Employer agrees that for the same period there will be no lockouts.

## ARTICLE 3. UNION MEMBERSHIP

- (a) Employees covered by this Agreement shall not be required to become members of the Union. Employees in the collective bargaining unit covered by this Agreement may elect or may not elect to (a) become a member and pay to the Union the initiation fees and periodic dues that are the obligations of Union members or (b) pay to the Union the appropriate periodic service fees computed in accordance with AFSCME's Notice To All Non-Member Employees Paying Agency Fees and AFSCME's Hudson Procedures.
- (b) For membership information contact the Chapter Chair or:

Michigan AFSCME Council 25  
1034 N. Washington  
Lansing, MI 48906  
1-800-237-2632  
www.miafscme.org

(c) The Employer shall notify the Local Chapter Chair of the names of employees, who through a change in their employment status, are no longer in the bargaining unit or are newly hired into the bargaining unit.

#### ARTICLE 4. UNION REPRESENTATION

(a) Stewards, Alternate Stewards, and Chapter Chairperson. The employees covered by this Agreement will be represented by two (2) Stewards. One Steward shall represent all Mechanics, Custodial and Maintenance, and one Steward shall represent secretarial employees. The Chapter Chairperson shall represent all unit employees. The Employer shall receive a typed list of Union officers, Stewards and alternates by July 15 of each year, and within ten (10) working days of any election.

1. The Stewards during their working hours, after first obtaining approval from their supervisor, without loss of time or pay, may investigate and present grievances to the Employer during working hours.
2. The Chapter Chairperson, after first obtaining approval from their supervisor, shall be allowed the necessary time off during working hours without loss of pay or time to investigate and present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee. Employees covered by this Agreement will be represented in negotiations by five (5) representatives (Chapter Chairperson and two (2) representing Mechanical, Custodial and Maintenance, and two (2) representing Secretaries).

#### ARTICLE 5. 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 at least two (2) representatives of the Union and two (2) representatives of the Employer. 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 conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by representatives of the Council and/or representatives of the International Union. The members of the Local Union shall not lose time or pay for time spent in such special conferences, provided the conference and its date and time are agreed to by both parties.

(b) The Union representative may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference, providing that it does not interfere with their normal

working hours and provided the representative notifies the building administrator or Administrative Offices in advance of the meeting.

## ARTICLE 6. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. A grievance shall be an alleged violation of the expressed terms of this Agreement.

Any grievance not answered within the time limits by the District may be processed to the next step of the grievance procedure, and any grievance not appealed by the Union within the time limits shall be deemed withdrawn by the Union. However, the parties may only agree in writing to hold in abeyance or extend the time limits at any step of the grievance procedure.

Any employee having a grievance shall present it to the Employer as follows:

Step 1. An employee with a grievance shall discuss the grievance, with or without a Steward and/or Chapter Chairperson, with the immediate supervisor within ten (10) regularly scheduled working days of the alleged occurrence. The immediate supervisor shall give a verbal answer, documented in writing, within five (5) working days of such discussion, both to the Grievant and the appropriate Steward and/or Chapter Chairperson.

Step 2. If the answer at Step 1 is not satisfactory, the grievance shall be presented, in writing, by the Steward and/or Chapter Chairperson within five (5) working days of the Step 1 answer. The immediate supervisor shall sign and date the Steward's and/or Chapter Chairperson's copy of the grievance upon receipt. The immediate supervisor shall answer the grievance, in writing, within five (5) working days of receipt of the grievance. The supervisor shall accept, deny, refute, or add to any facts presented by the Union at either Step 1 or Step 2 Hearings in his answer. The Steward and/or Chapter Chairperson shall sign and date the immediate supervisor's copy of the grievance upon receipt.

A written grievance should contain the following:

1. The date of the alleged violation
2. The specifics including the facts giving rise to the alleged violation
3. The section or subsections of this Agreement allegedly violated
4. The relief requested
5. The signature of the grievant, grievants or the Union representative

Any written grievance not substantially in accordance with the requirements of this Article may be referred back to the Union to meet the requirements. Such a referral on the part of the Employer, however, would extend the time limit for five (5) working days after the date of the referral.

Step 3. If the answer at Step 2 is not satisfactory, the grievance shall be presented, in writing, by the Chapter Chairperson to the Superintendent or designee within five (5) working days after the



Step 2 answer. The Superintendent or designee shall sign and date the Chapter Chairperson's copy upon receipt. The Superintendent, and/or his designated representative(s), shall meet with the Union, and a representative of Council 25, within five (5) working days after receipt of the grievance, for the purpose of attempting to resolve the dispute. However, except in extenuating circumstances, the unavailability of the Council representative will not normally delay the Step 3 meeting unless the parties otherwise agree. The Superintendent or designee shall answer the grievance, in writing within five (5) working days after such meeting, providing a copy to the Council 25 Representative. The Chapter Chairperson shall sign and date the Superintendent's or designee's copy of the grievance upon receipt.

Step 4. If the answer at Step 3 is not satisfactory, the grievance shall be referred to Michigan Council #25, AFSCME, AFL-CIO. In the event Michigan Council #25, AFSCME, AFL-CIO should determine that the Step 3 answer should be appealed, it shall notify the Employer in writing within thirty (30) calendar days of the Step 3 answer. The parties shall attempt to select an Arbitrator on an ad hoc basis. If the parties cannot agree on an Arbitrator, they will select one pursuant to MERC or AAA. The Arbitration Hearings shall be conducted in accordance with the rules of the American Arbitration Association.

The Arbitrator shall base his decision on the express terms of this Agreement. The Arbitrator's decision shall be final and binding on the Union, the Employer and the grievant(s)/employee(s). The expenses of the Arbitrator shall be shared equally between the District and the Union, except that each party shall assume its own cost for representation including any expense of witnesses. However, no unit employee shall lose time or pay for participating in grievance meetings with the Employer or the arbitration procedure. However, all investigations will be processed at times which don't interfere with assigned duties, unless approved by Superintendent or designee.

Only one grievance may be processed to and heard by any one Arbitrator at any one time unless, it is otherwise agreed to in writing between the parties.

#### POWERS OF THE ARBITRATOR

Powers of the arbitrator are subject to the following limitations:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary scales or interpret anything but this Agreement without the mutual consent of the parties.
3. In rendering decisions, the arbitrator shall give due regard to the responsibilities of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
4. The arbitrator shall have no power to issue an award on any claim for which there is another forum established by law.

5. If either party disputes the procedural arbitrability of any grievance under terms of this Agreement, the arbitrator shall have no jurisdiction to decide the grievance until the procedural arbitrability has first been determined by the arbitrator. Substantive arbitrability questions may be submitted by mutual agreement.

## EXCLUSIONS

The following matters are not subject to the arbitration procedure:

1. The qualifications established by the Employer in the job description.
2. The discipline, termination, or failure to re-employ a probationary employee.
3. Any grievance that is untimely.
4. The content of an evaluation.

## Individual Adjustment

Nothing in this Agreement precludes an individual from presenting a concern or grievance and having the concern or grievance adjusted without the Union, provided the adjustment is not inconsistent with this Agreement, and the Union is given an opportunity to be present at any adjustment conference and is provided with documentation of any settlement. The Union, and not the individual employee, has sole discretion over proceeding to arbitration.

## ARTICLE 7. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned. Unemployment compensation shall be deducted from any back pay award.

## ARTICLE 8. DISCHARGE AND SUSPENSION

- (a) Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, by certified mail, return receipt requested, the employee and his Steward and/or Chapter Chair of the discharge or suspension. Said notice shall contain the specific reasons for the discharge or suspension.
- (b) The discharged or suspended employee will be allowed to discuss the discharge or suspension with his Steward and/or Chapter Chair and the Employer will make available a meeting room where the employee may do so before being required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discharge or suspension with the employee and the Steward and/or Chapter Chair.
- (c) Appealing a Discharge or Suspension. Should a discharged or suspended non-probationary employee and/or the Steward and/or Chapter Chairperson consider the discharge or suspension improper, it shall be submitted at Step 3 of the grievance

procedure within five (5) working days of the action. Probationary employees do not have the right to grieve disciplinary action.

- (d) Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously, except that the Employer may consider felonies and conduct subject to 1996 PA 189, the unprofessional conduct statute, regardless of the time interval.
- (e) The supervisor shall discuss unsatisfactory work practices and the means of correction with an employee before recommending their discharge or suspension to the Superintendent. In the event the employee so requests, such discussions shall be in the presence of the employee's Steward and/or Chapter Chair.

#### ARTICLE 9. SENIORITY. PROBATIONARY EMPLOYEES. EVALUATION.

- (a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) work days of their employment. When an employee finishes the probationary period, the employee shall be entered on the seniority list of the unit and shall rank for seniority from the first day of work. There shall be no seniority among probationary employees. By mutual written agreement the above probationary period may be extended up to an additional twenty (20) work days. When such employees satisfactorily complete the probationary period, the seniority date shall be the first day of work.
- (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 Recognition of this Agreement, except the discharge and discipline of such employees for other than Union activity. Probationary employees may be disciplined up to and including termination without recourse to the grievance/arbitration procedure.
- (c) Seniority shall be the length of continuous service on a bargaining unit-wide basis in a full or part-time bargaining unit position, in accordance with the employee's last date of hire, since which the employee has not quit, retired or been discharged for good reason. Effective July 1, 2002, employees must work at least 1200 hours per year to obtain a full year seniority; employees who work less than 1200 hours per year shall receive one half year seniority credit.

Seniority shall be accrued by classification based on assignment:

1. Custodial/Maintenance
2. Custodial
3. Mechanic
4. Secretarial
5. Custodial/Groundswoker
6. Bus Washer/Cleaner

Employees simultaneously working in more than one classification shall receive seniority in that classification on a pro rata basis. Seniority earned in one classification shall be preserved. An employee who transfers to a different classification shall retain the seniority earned in the

original classification. There shall also be a seniority list for the bargaining unit. In the event of a tie, position on the seniority list will be determined by the last four (4) digits of each employee's social security number with the lowest four digit number ranked first.

(d) In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities thereunder, the Employer will allow the Council 25 Staff Representative, Chapter Chairperson, or area Steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite and at a time agreeable to management and for no more than thirty (30) minutes.

(e) A written evaluation shall be made by the immediate supervisor each year by June and on file with the Superintendent's Office by July 1, unless the supervisor and employee otherwise agree in writing to a different date. The evaluation shall be discussed with the employee and signed by the employee.

#### ARTICLE 10. SENIORITY LISTS.

(a) Seniority shall not be affected by the age, race, sex, marital status or dependents of the employee. Whenever the male pronoun is used herein it shall also be deemed to include females.

(b) The Board will send a copy of the seniority list to the Chapter Chairperson on or before November 1 of each year. The list will be posted five (5) working days after November 1. Within ten (10) working days after posting, objections to the list shall be filed. If no objections are filed, the list shall be considered accurate and no untimely objections shall be considered. The list will show the date of hire, names, and job titles of all employees of the unit entitled to seniority. Corrected seniority lists will be posted immediately after corrections have been made.

(c) The employer with input from the bargaining unit will prepare an employee roster with directory information, and will provide the Chapter Chairperson and Michigan Council #25, AFSCME, AFL-CIO with an up-to-date copy on January 1 and July 1 of each year.

#### ARTICLE 11. LOSS OF SENIORITY.

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

- (a) The employee quits or retires.
- (b) The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) The employee is absent for three (3) consecutive working days without notifying the Employer.
- (d) If the employee does not return to work when recalled from layoff as set forth in the recall procedure.

- (e) If an employee fails to return from an approved leave of absence on the scheduled date of return and the employee has failed to obtain approval of an extension of the leave before the scheduled date of return.
- (f) Subject to Article 43, transfer to a non-bargaining unit position or promotion to a supervisory position. In proper cases the Employer may make exceptions.

## ARTICLE 12. VACANCIES AND PROMOTIONS.

### (A) Custodial, Custodial/Maintenance, Mechanics, Custodial/Groundswoker, and Bus Washer/Cleaner

If an employee is advanced to another position and the wages are higher than the previous position, the higher rate becomes effective immediately. If the employee transfers back to the original position, the rate shall revert to the previous wage scale, effective immediately.

Upon Board approval, vacancies will be filled within a reasonable time frame. All vacancies or newly created positions shall be filled on the basis of seniority and qualifications. Job criteria (qualifications) shall be as determined by the District. Newly created positions shall be subject to Article 15, "Rates for New Jobs and/or Classifications."

Such employees will be permitted a thirty (30) working day trial period in a new position. Time missed during the trial period will serve to extend the trial period.

- (a) During the trial period, employees will receive the rate of the new job being performed.
- (b) Employees required to work in a higher classification shall be paid the rate of the higher classification.
- (c) When the Board determines vacancies exist, said vacancies for existing or new jobs shall be posted in each building for five (5) working days before being permanently filled.
- (d) Internal positions posted and bid, shall be awarded within ten (10) working days of the bid closing.

### (B) Secretarial Employees

Vacancies shall be filled on the basis of experience, competency, qualifications, length of service in the District and other attributes identified by the Board. Internal candidates will be interviewed before external candidates. New hires shall be determined in the sole judgment of the Board and administration who shall have the final say on who is hired for the position.

Secretarial employees will be permitted a satisfactory tryout period in a new position. Secretarial vacancies shall be posted, but if filled by an internal candidate, the internal candidate

awarded the bid shall be advised within ten (10) work days, but may be assigned at the District's discretion after a mutual agreement date between the administrators involved and at least ten (10) work days prior notice of the transfer date will be provided to the affected employees. The tryout for Secretarial employees will be 30 consecutive student days or working days as applies. Subsections (a), (b) and (c) of Article 12 shall apply to tryouts.

#### ARTICLE 13. ATTENDANCE.

(a) Absences. The Board of Education expects employees to be able to perform the essential functions of the assigned positions; to be on the job without numerous absences and/or erratic or suspicious attendance patterns is an essential function. Employees failing to establish acceptable attendance patterns shall be subject to the following disciplinary action:

1st Warning – Verbal – confirmed in writing

2nd Warning - Written Reprimand

3rd Warning - One (1) day disciplinary suspension without pay.

4th Warning - Three (3) days disciplinary suspension without pay.

5th Warning - Dismissal of employee or suspension of employee, whichever is deemed appropriate by Supervisor and Superintendent.

Employees who consistently use or exceed all allotted sick leave days may be subject to discipline for excessive absenteeism, as well as employees who misuse such days.

(b) Tardy. The Board of Education will establish reasonable hours of work. Employees failing to follow these regulations shall be subject to the following disciplinary action:

1st Warning – Verbal- confirmed in writing

2nd Warning - Written Reprimand

3rd Warning - One (1) day disciplinary suspension without pay.

4th Warning - Three (3) days disciplinary suspension without pay.

5th Warning - Dismissal of employee or suspension of employee, whichever is deemed appropriate by Supervisor or Superintendent.

(c) Notwithstanding anything else in this Agreement, the District may take appropriate action, including termination of an employee with unacceptable overall attendance, regardless of the reason for absences. Paid sick leave is solely for the purpose of providing employee protection against financial loss.

#### ARTICLE 14. VETERANS. REINSTATEMENT OF.

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

#### ARTICLE 15. RATES FOR NEW JOBS AND/OR CLASSIFICATIONS

When a new job or job classification is created, or several job descriptions consolidated into one, the Employer will notify the Chapter Chairperson in writing of the description and rate range it has assigned to the position prior to its becoming effective. If the Union disagrees with the rate range assigned, during the first thirty (30) working days after notice, the Union may initiate negotiations about the rate range. If the Union does not initiate negotiations, the rate assigned shall become permanent.

#### ARTICLE 16. JURY DUTY.

An employee who serves on jury duty will suffer no loss of pay from being off work and will be paid the difference between his pay for jury duty and his regular pay, provided the employee gives management sufficient advance notice and the employee promptly returns to work upon his release by the court each day.

#### ARTICLE 17. SAFETY COMMITTEE.

If a Safety Committee of employees and Employer representatives is hereby established, this committee shall consist of the Stewards, Unit Chairperson and representatives of the Employer. The committee shall meet on a regular basis as established by mutual agreement for the purpose of making recommendations to the Employer. The Employer and employee agree to comply with all Michigan Occupational Safety and Health Act Regulations that may apply to bargaining unit work or environment.

#### ARTICLE 18. WORKERS' COMPENSATION. ON-THE-JOB INJURY.

Each employee will be covered by the applicable Workers' Compensation laws. Prior to returning to work, after a Workers' Compensation related injury, the employee must furnish the Employer a notice from his/her doctor that his return to work will not affect him in an adverse manner.

Employees may use any sick leave, vacation leave, or personal days for Workers' Compensation leave by turning over their Workers' Compensation pay. The employee shall sign the Workers' Compensation check over to the Hopkins School District and deliver the check to the Business Office.

Vacation days, sick days and personal days will not accrue while receiving Workers' Compensation wages.

ARTICLE 19. WORK PERFORMED BY SUPERVISORS.

Supervisory employees are employees of the Board; and as such, may be assigned to work duty as needed. Need is determined by the Employer or his designee. However, supervisory employees shall not be regularly assigned to perform work that is normally performed by bargaining unit employees.

ARTICLE 20. UNION BUSINESS COMMUNICATION

The Employer will provide access to electronic communication tools which may be used only by the Union for posting notices pertaining to Union business as per Board of Education's acceptable use policy.

ARTICLE 21. 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 minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, provided, however, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift.

(b) Temporary Assignments shall be defined as an absence that is known in advance to be two (2) or more consecutive days. A quarterly temporary assigned availability list will be created and used to identify and fill available positions. All other absences will be filled at the discretion of the supervisor.

The above language is not applicable to Secretarial employees. If a secretary is temporarily assigned by the District to a higher rated position to cover an absence due to vacation, illness, etc., the higher rate will be paid for hours worked in the temporary vacancy.

ARTICLE 22. WORKING HOURS. SHIFT PREMIUM AND HOURS

Custodial, Custodial/Maintenance and Mechanics, Custodial/Groundswoker, and Bus Washer/Cleaner

(a) Employees who work on the evening custodial shift receive, in addition to their regular pay for the pay period, forty five (45 cents) per hour shift premium.

(b) Shifts

If filled by the Board, the shifts shall be as follows:

Hopkins Elementary Shifts

Maintenance 6:00 AM to 2:30 PM  
Day Custodial 7:00 AM to 3:30 PM  
Evening Custodial 2:30 PM to 11:00 PM

Sycamore Elementary Shifts

6:00 AM to 2:30 PM  
7:00 AM to 3:30 PM  
2:30 PM to 11:00 PM



Middle School Shifts

Maintenance 6:00 AM to 2:30 PM  
Day Custodial 7:00 AM to 3:30 PM  
Evening Custodial 2:30 PM to 11:00 PM

High School Shifts

Maintenance 6:00 AM to 2:30 PM  
Day Custodial 7:00 AM to 3:30 PM  
Evening Custodial 3:00 PM to 9:30 PM, 5:00 PM to 11:30 PM & 7:30 PM to 11:30 PM

Mechanics 5:30 AM to 2:00 PM  
Groundswoker 6:00 AM to 2:30 PM  
Bus Washer 8:15 a.m. - 12:15 p.m. (with 15 minute break)

Part-time shifts may vary but will fall within the building shift hours shown above.

There is no guarantee that these shifts will continue during the life of this Agreement. By mutual agreement between the employee and the Employer, schedule changes of up to 30 minutes at the beginning and at the end of the above schedules may occur. The Board also agrees that changes in or other elimination of shift schedules will not occur until the parties have met at least twice in Special Conferences to discuss the need for the change. The two Special Conferences will be held not less than 7 work days and no more than 14 work days apart. New shift schedules will not be effective until 30 calendar days after the second Special Conference and must be posted during the 30 calendar day period. In addition, the Superintendent or designee will provide individual notice to each employee about the new schedules and their effective date.

(c) Hours

The normal hours of operation shall be Monday through Friday, inclusive, which shall not be changed without prior notice to the Union and discussion during Special Conference.

Reduction of Hours

The Board may reduce the hours of any employee in any classification by up to 2 hours per week, but not to exceed a total of 80 hours per Employee throughout the life of this Agreement. Such reductions shall occur only after at least two Special Conferences of at least one hour each, held not less than 7 and not more than 14 calendar days apart. Benefits shall remain at the level prior to the reduction. An agreement to utilize banked leave time may be established through this Special Conference and upon ratification of the membership and approval of the Board.

(d) Employees will be allowed a thirty (30) minute unpaid lunch period in addition to their eight (8) hour work day.

(e) Employees may take a fifteen (15) minute break the first half of the shift, and a ten (10) minute coffee break the second half of their regular shift. However, breaks shall not be taken in the gym during athletic contests, cafeteria during plays, or while viewing student activities.

(f) An employee called in and reporting for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

(g) The District will exert its best efforts to post significant after-hours events in a reasonable location on a regular basis.

### Summer Shifts

Absent notification to the Union by March 1, a four (4) day forty (40) hour week will be instituted in the summer, with starting and ending dates, hours, work days and job assignments determined by the District. Only hours actually worked over 40 will be considered overtime. Overtime will not be paid for the extra 2 hours worked each day on the 4 day schedule; during the 4 day schedule, individual sick and vacation days shall be counted as hours away from work, as days (8 hours constitutes one day). Non-custodial staff may work a 5 day, 8 hour schedule during the summer upon approval by the supervisor.

### Secretarial Employees

Subsection (c) applies to Secretarial employee schedules. Subsections (d) and (e) above apply to Secretarial employees if there is an 8 hour scheduled work day. Subsection (f) above applies provided the secretary is required to return to work after their normally scheduled work hours. The parties agree and understand that the Board reserves the right to adjust the schedule due to evening functions and there is no guarantee of overtime. Secretaries shall be paid time and one half for Saturday time and double time on Sundays.

During the life of this Agreement, the secretarial work year shall be determined by the Board within the following parameters.

The District may reduce work days during the life of this Agreement by announcing same not later than January 31 of the year prior to the effective date of the reductions, following two special conferences as described above, as follows:

	<u>Current Work Days</u>	<u>Minimum Work Days</u> <u>(after special conference)</u>
High School Counseling Secretary III/II	220 days	217 days
High School Building Secretary III/II	220 days	217 days
Middle School Building Secretary II	212 days	209 days
Elementary Building Secretary II	208 days	205 days
Transportation Secretary II	208 days	205 days
Part-Time	determined by Board	determined by Board
Receptionist Secretary I	190	185

All Secretary positions shall possess a basic set of job skills as determined by the District. Secretaries employed by the District as of this Agreement date shall not be reduced from their current rate and pay level. Secretaries hired after July 1, 2017 will not advance beyond Level II.

A full-time secretary shall normally work an eight (8) hour day to be scheduled by the Board.

Monitoring of Students

The District does not require employees to discipline or restrain students. From time to time, due to circumstances beyond the District's control, secretaries may be required to monitor students in the absence of an administrator. The District will exert its best efforts to minimize such situations. This section does not prohibit an employee from voluntarily agreeing to monitor students at the request of an administrator.

Whenever a building secretary believes the practice is excessive, the Superintendent shall discuss the situation, upon request and shall meet with affected parties to identify and recommend solutions.

ARTICLE 23. SICK LEAVE.

Any employee whose record shows frequent absences may be required to obtain medical verification from a health care provider acceptable to the District to qualify for sick leave. Further, the District may require medical verification of disability from a health care provider acceptable to the District when it has reason to believe that the employee is not disabled.

Any employee suspected of sick leave abuse may be required to obtain a doctor's certificate verifying illness or disability in order to qualify for sick leave. Any employee who willfully violates or misuses sick leave shall be subject to discipline, including but not limited to, forfeiture of up to twelve (12) sick leave days. Discipline and forfeiture are subject to the grievance arbitration procedure. The Board shall consider progressive discipline. The Board may impose forfeiture in lieu of suspensions without pay to avoid further time away from work.

Any employee unable to report for work because of sickness or disability must so notify his supervisor within at least one-half (1/2) hour before starting time of the reason for his absence in order to be eligible for sick leave with pay for each day of absence, unless absences in excess of one (1) day can be verified in advance.

All employees covered by this Agreement shall earn sick leave at the rate of one (1) day per month. There shall be no maximum accumulation.

In addition to personal illness, sick leave days may be used to apply to illness in the immediate family, up to a total of six (6) per year. Immediate family shall be defined as mother, father, spouse, son, daughter; or other persons living in the household with a similar relationship to the family household.

Employees shall, upon legal retirement from the MPSERS be compensated for accumulated sick leave in the following manner:

0-30 days	no compensation
31-50 days	10% of daily rate
51-80 days	33-1/3% daily rate
81-110 days	40% of daily rate
111 + days	50% of daily rate

Custodial, Custodial/Maintenance, Mechanic, Custodial/Groundswoker, and Bus Washer/Cleaner

Maximum compensation upon retirement shall be \$7,500.00. Payments shall be made to a salary deferral plan to be mutually agreed upon.

Secretarial Employees

Maximum compensation upon retirement shall be \$6,000.00. Payments shall be made to a salary deferral plan to be mutually agreed upon.

Disability & Use of Sick Days.

Sick days shall be used for absences caused by disability to satisfy the applicable waiting period. Additional sick days will be exhausted only if the employee's disability policy requires.

Employees may use vacation days during disability periods if requested and approved in writing. Approval will not be unreasonably denied.

ARTICLE 24. FUNERAL LEAVE

An employee shall be allowed five (5) working days with pay as funeral leave days, not to be deducted from sick leave, for the death of a spouse, child, mother or father. Three (3) working days with pay, not deducted from sick leave shall be allowed for a death in the immediate family. Immediate family is to be defined as follows: Step-parents, brother, sister, step-children, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. Also, one funeral day for aunt or uncle shall be allowed to be charged to sick leave.

ARTICLE 25. TIME AND ONE-HALF AND DOUBLE TIME.

Overtime shall not be worked unless it has been authorized or assigned by the Superintendent or designee.

- (a) Time and one-half will be paid as follows:
  - 1. For all hours over eight (8) in one day.
  - 2. For Saturday as such.
  - 3. Summer shifts (those who work 10 hour shifts) – For all hours over forty (40) in one week.
  
- (b) Double time will be paid as follows:
  - 1. For all hours worked on Sunday.
  - 2. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

(c) An employee absent due to illness, personal day, holiday, funeral day shall be deemed as hours worked, except that employees who have exhausted sick days shall thereafter be paid overtime only for hours actually worked over 40.

(d) Equalization Of Overtime Hours. Overtime hours shall be divided as equally as possible among Custodial, Custodial/Maintenance, Mechanic, Custodial/Groundswoker and Bus Washer/Cleaner employees within the same classifications. An up-to-date list showing overtime hours will be posted bi-weekly, if overtime hours were paid in the preceding payroll.

Whenever overtime is required, the most senior person with the least number of overtime hours in that classification will be called first, and so on down the list in an attempt to equalize the overtime hours. However, custodial employees shall be allowed to work overtime in buildings to which they are not regularly assigned only if they have attended an inservice of up to four hours regarding the other buildings, or has worked in such building as part of a cleaning recovery team, during the twelve months preceding the overtime assignment. Generally, the inservice will be conducted in the summer. Employees hired after the summer will be provided one opportunity for an inservice, or will wait until the following year to be eligible for overtime assignments outside his/her regular building.

When overtime is not worked because the employee was unavailable, or did not choose to work, the employee (including employees signing the opt-out form) will be charged the actual number of overtime hours that were available during that call-out period (two (2) hour minimum). The voluntary overtime opt out form will be used four (4) times per year. Employees who opt out will not be offered overtime.

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from January through December each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

In the event all of the employees in the classification choose not to work the overtime and the Employer deems that a situation exists whereby it is necessary to designate an employee for the work, the least senior qualified employee in the classification shall be assigned the work.

## ARTICLE 26. HOLIDAY PROVISIONS

### Custodial, Custodial/Maintenance and Mechanic, Custodial/Groundswoker, and Bus Washer/Cleaner

The paid holidays are designated as:

Spring Break Friday	Friday following Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
	One (1) floating holiday*

\*The Union shall notify the Superintendent or designee not later than June 30, whether the floating holiday will be either the Friday before Labor Day or the day before Thanksgiving (provided classes are not scheduled), or the designated Christmas floating holiday.

### Secretarial Employees

All full-time secretarial positions will be paid holidays based on their regularly scheduled workdays as follows. Holidays for part-time secretaries will be paid on a pro-rated basis.

<u>Regularly Scheduled Workdays</u>	<u>Paid Holidays</u>
230+	10
215-229	9.5
201-214	9.0
200 or less	8.0

Note: if number of work days are reduced by Board, no change in holidays during the life of this Agreement.

### All AFSCME Employees

(a) Employees will be paid their current rate based on their regularly scheduled work day for said holidays.

(b) Should a holiday fall on Saturday, Friday shall be considered as the legal holiday. Should a holiday fall on Sunday, Monday shall be considered as the legal holiday.

The parties may change the above Holiday schedule after discussion in Special Conference.

### Inclement Weather

(a) Employees shall work any, and all school days as required, due to Act of God days, to allow the District to qualify for full state aid reimbursement. Should an employee work a day when they are scheduled to be off, they will be allowed a compensatory day at a later date.

When school has been cancelled, an employee who reasonably believes travel is hazardous may upon notice to the Superintendent or immediate supervisor, choose to use a vacation or personal day, if the District does not provide transportation. Such employee may also elect to work a flexible schedule approved by the supervisor to make up time missed for the reasons just described, provided that the District does not incur an overtime obligation, or elect to take the day without pay. An employee may also use up to two (2) sick days per year with prior approval of their immediate supervisor. When an employee is informed by the Superintendent or his designee not to report for work or to leave work early due to weather or an emergency, the employee will receive their regular rate of pay for all hours regularly scheduled.

## ARTICLE 27. VACATION ELIGIBILITY

All Custodial, Custodial/Maintenance, Mechanics, Custodial/Groundswoker, and Bus Washer/Cleaner employees will earn credits toward vacation with pay in accordance with the following schedule:

- 1 week pay after completion of probationary period
- 2 weeks pay after completion of 2 years
- 3 weeks pay after completion of 6 years
- 4 weeks pay after completion of 12 years
- 5 weeks pay after completion of 20 years

The District will award all the vacation days on July 1. Vacation days will be pro-rated based on anniversary date of hire. Should an employee use all vacation time and leave during the year, (before vacation time has been earned) the difference shall be reimbursed to the school District and/or deducted from their final check.

Years of service is defined as continuous years of service within the bargaining unit as defined in Article 9 (c).

This article is not applicable to Secretarial employees.

## ARTICLE 28. VACATION PERIOD

(a) Vacations are to be requested using the District's automated timekeeping system. Vacation requests submitted by March 15 will be granted based on seniority to no more than three AFSCME employees during any two week period while school is in session (which includes winter and spring breaks). During the summer (defined as any time other than while school is in session), no more than three custodians and one maintenance employee may be absent due to vacation at any one time unless approved by the supervisor. No more than two weeks of summer vacation may be reserved based on seniority by March 15. Requests for a third week of vacation as well as those vacation requests made after March 15, should be requested at least two weeks in advance, and may be granted on a first come, first serve basis at such times during the year as approved by the Superintendent or designee based on District and building coverage needs. Individuals will be notified of the approval or disapproval of their vacation requests within a reasonable time.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly licensed physician during this vacation, the employee's vacation will be rescheduled. In the event the employee's incapacity continues through the year, the employee will be awarded payment in lieu of vacation.

- (e) In the event it is mutually agreeable between the employee and the Supervisor, vacation may be taken on the basis of one (1) day or ½ day at a time.
- (f) Employees may accrue one-half (1/2) of their earned vacation days (annual) to be carried over to the next fiscal year. The arrangement must be approved in advance with the Supervisor.
- (g) Vacations shall be credited as a full day is earned, based on the schedule in Article 27.

This article is not applicable to Secretarial employees.

#### ARTICLE 29. PAY ADVANCES

- (a) If an employee is laid off or retired, or severs his employment, the employee will receive any unused vacation credit, including that accrued (pro-rated) in the current fiscal year.
- (b) Rate During Vacation. 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.
- (c) Election of Wage Payments. The above provisions are not applicable to Secretarial employees. At hire, and annually thereafter, secretaries may elect to be paid for actual time worked, in arrears, every other week, at payroll dates to be determined by the Board over 26 pay periods. If a secretary elects 26 pays, the following apply: (a) the secretary shall be paid, in arrears, beginning with the first regular pay period in August and extending through the last payroll in July of the following year; (b) the minimum number of scheduled work days (including holidays) will be multiplied times the hourly rate times 8 and that result divided by 26, with the amount to be paid in 26 biweekly pay periods determined by the Board. In the event of overtime pay, the secretary electing 26 pays shall receive pay for the overtime in the payroll period following the overtime. In the event a secretary on 26 pays works additional days, the secretary shall receive pay for the extra days with the following payroll.

If a timely election is not made, the secretary shall receive actual pay for the period worked.

In the event of an unanticipated shutdown (such as extended snow days) or an extended unpaid leave of absence by a secretary who has elected 26 pays, the parties agree to modify the pay schedule so that pay is in arrears or the affected employee(s) revert back to pay for actual time worked.

The pay schedule and hold back periods will be determined by the District. The District reserves the right to require electronic payroll procedures.



## ARTICLE 30. HOSPITALIZATION MEDICAL COVERAGE

### Custodial, Custodial/Maintenance, Mechanics, Custodial/Groundswoker, Bus Washer/Cleaner

(a) The District agrees to provide hospitalization medical coverage for the employee and his/her eligible family members through Western Michigan Health Insurance Pool. There shall be four coverage levels available for the employee to choose.

1. PPO Select 1 – 100/80 Plan with \$0 deductible, \$5 OV and \$10/\$40 Rx
2. PPO Select 8 – 100/80 Plan with \$250/\$500 deductible, \$20 OV and \$10/\$40 Rx
3. PPO Versatile – 90/70 Plan with \$250/\$500 deductible, \$20 OV and \$10/\$40 Rx
4. ACA Plan, RX 24 – Minimum Essential Coverage Plan with \$3,000/\$6,000 deductible

(b) The District agrees to provide a payment towards hospitalization medical coverage for full-time employees as follows:

1. Single up to \$528.73 per month
2. Two person up to \$1,105.74 per month
3. Full Family up to \$1,442.00 per month

For the 2018-2019 and 2019-2020 school years, the above contributions will be adjusted to the state allowable contribution levels.

The parties agree to a yearly reopener for health insurance plan design adjustments.

Employees may have their cost of coverage paid through payroll deduction pursuant to an IRS Section 125 plan.

(c) In place of the insurance referred to in (a), the Employer will provide a monthly cash in lieu equal to \$430/month if the employee so elects.

(d) The District will provide dental and vision insurance equal to that provided the teacher's bargaining unit. The employee will be responsible for paying 10% of the premium cost through before tax payroll deduction. Should an employee wish to take cash in lieu in place of health, dental and vision coverage, they shall be allowed \$480/month paid into cash in lieu.

(e) The Employer shall pay its share of the premium for eligible employees during any qualifying FMLA period.

(f) For secretaries, the Board will pay a pro-rated percentage of the District's monthly health insurance contribution Western Michigan Health Insurance Pool for the full-time secretary and his/her family, based on the regularly scheduled work year: 90% for 230 days and above; 85% for 215-229 days; 80% for 201-214 days; 75% for 200 days or less. For part-time secretaries, the Board will pay a pro-rated premium based on 2080 hours per year for its share of the coverage. In the event that the number of days are reduced during this one year Agreement, employees shall not suffer a reduction in the percentage of Board paid insurance coverage.

## ARTICLE 31. COMPUTATION OF BENEFITS

### Full-time Employees

Subject to Article 25(c), all hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Part-time employees will receive benefits prorated to regularly scheduled work hours for insurance benefits and leave accruals, with a forty hour work week, fifty two week year as the standard. All hours paid shall be considered as hours worked for computing seniority and retirement benefits.

## ARTICLE 32. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee an electronic copy of this Agreement with printer access plus an electronic copy in Microsoft Word format to Council #25, AFSCME, AFL-CIO.

## ARTICLE 33. EMPLOYEES' LONGEVITY

Custodial, Custodial Groundswoker, Custodial/Maintenance, Mechanic, and Bus Washer/Cleaner employees shall receive longevity allowance on the first payroll period after the employee's anniversary date of hire. Longevity pay shall begin after the tenth (10th) year of employment.

The longevity schedule is as follows:

- After ten (10) years - One (1) week salary
- After fifteen (15) years - Two (2) weeks salary
- After twenty (20) years - Three (3) weeks salary
- After twenty-five (25) years - Four (4) weeks salary

Secretaries shall also receive longevity allowance in accordance with this Article, but it will be prorated based on 2080 hours per year for 100% allowance, and the secretary's regularly scheduled work year.

ARTICLE 34. WAGES

AFSCME HOURLY WAGE SCALE

2017-18 Wage Scale						
	Cust/Sec II	Cust-Grnds	Maint/Sec III	Mechanic	Sec I	Bus Wshr
start	\$ 13.78	\$ 14.66	\$ 15.54	\$ 17.09	\$ 10.46	\$ 9.51
>90	\$ 14.22	\$ 15.10	\$ 15.99	\$ 17.54	\$ 10.46	\$ 10.02
>1	\$ 14.73	\$ 15.70	\$ 16.69	\$ 18.47	\$ 11.08	\$ 10.35
>2	\$ 15.61	\$ 16.73	\$ 17.85	\$ 20.00	\$ 11.64	\$ 10.81
>3	\$ 16.55	\$ 17.98	\$ 19.40	\$ 21.71	\$ 12.11	\$ 11.08
>4	\$ 16.96	\$ 18.39	\$ 19.82	\$ 22.12	\$ 12.36	\$ 11.64
>6	\$ 17.30	\$ 18.74	\$ 20.19	\$ 22.54	\$ 12.65	\$ 12.11
>8	\$ 17.64	\$ 19.11	\$ 20.60	\$ 22.99	\$ 12.91	\$ 12.36

2018-19 Wage Scale						
	Cust/Sec II	Cust-Grnds	Maint/Sec III	Mechanic	Sec I	Bus Wshr
start	\$ 14.06	\$ 14.96	\$ 15.85	\$ 17.44	\$ 10.67	\$ 9.70
>90	\$ 14.50	\$ 15.40	\$ 16.31	\$ 17.89	\$ 10.67	\$ 10.22
>1	\$ 15.02	\$ 16.02	\$ 17.02	\$ 18.83	\$ 11.30	\$ 10.55
>2	\$ 15.92	\$ 17.06	\$ 18.20	\$ 20.40	\$ 11.87	\$ 11.03
>3	\$ 16.89	\$ 18.34	\$ 19.79	\$ 22.14	\$ 12.36	\$ 11.30
>4	\$ 17.30	\$ 18.76	\$ 20.21	\$ 22.57	\$ 12.60	\$ 11.87
>6	\$ 17.64	\$ 19.11	\$ 20.60	\$ 22.99	\$ 12.91	\$ 12.36
>8	\$ 18.00	\$ 19.50	\$ 21.01	\$ 23.45	\$ 13.16	\$ 12.60

For the 2019-2020 school year, the parties agree to a wage reopener for wage enhancements only.

The Board may designate a Lead Custodian at each location to direct summer cleaning work. If designated, the individual shall receive an additional \$1.00 per hour when the summer cleaning operation is being conducted in their building. In the event the Employer does not designate a lead person, employees will not be required to perform lead person duties such as ordering supplies, organizing crews, etc.

New Hires. New hires shall normally be paid at the beginning of each individual classification. The Board may consider granting outside experience, however, outside experience of more than 3 years shall not be reflected in the placement.

Certification. All secretaries that possess an Associate's or better degree that is related to the position, or who obtain a recognized secretary certification, as determined by the Board shall be paid an additional \$0.25 per hour stipend. Those secretaries that receive the \$0.50 per hour stipend as of July 1, 2017 will continue to receive that stipend.

Cell Phones. If the District requires an employee to carry a cell phone in order to perform the duties of their position, the employee will receive a quarterly stipend of \$135.

#### ARTICLE 35. LOCKERS, UNIFORMS AND MECHANIC'S ALLOWANCE

A. The District will provide a reasonable lockable space for employee personal belongings (i.e., coats, boots, additional clothing.) Employees recognize District may have immediate access to such space in emergencies (e.g., bomb threats), and that employees must consent to search upon request. In the event of a search for investigatory reasons, the District will allow a reasonable time (not to exceed 30 minutes) for the employee to obtain a Steward or Chapter Chairperson to be present during the search.

B. The Board will replace up to the equivalent of 5 short sleeve and 5 long sleeve shirts each year during the life of this Agreement. The District will also provide one insulated coat or comparable item every three (3) years.

C. Uniform allowance for mechanics shall be paid by the Employer one hundred per cent (100%).

Insurance allowance for mechanic's tools shall be paid by the Employer one hundred per cent (100%).

Mechanics shall receive a one hundred fifty dollar (\$150.00) tool allowance (annual). This will be paid to mechanics with a Board check (not payroll) once the business office has received an itemized receipt of tools purchased.

#### ARTICLE 36. EMPLOYEES' PHYSICAL EXAMS

All Board of Education required physical exams will be conducted at the Board's expense.

#### ARTICLE 37. LEAVES OF ABSENCE

(a) Leaves of absence for periods not to exceed one (1) year may be granted by the Board of Education. Employees will request the leave in writing to the Board at least thirty (30) days in advance of the leave, unless a shorter period is required by the FMLA or similar law. Leaves granted under this provision are without pay or fringe benefits, except as provided in (f) below.

1. Serving in any elected or appointed position, public or Union.
2. Personal illness leave.
3. Serious health condition of family member as defined by FMLA.
4. Educational leave.

(b) Except as required by law, employees shall not accrue seniority while on any unpaid leave of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitled him provided they are able to return to work and perform the essential functions of their assigned positions.

(c) Union Business Leave. A member of the Union elected to attend functions of the International Union such as conventions, or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions provided thirty (30) days notice is given to the Employer. The total cumulative time allowed shall be one (1) week in any fiscal year. Fifteen (15) days prior notice required for an educational conference of one (1) day.

(d) Personal days shall be granted to Custodial, Custodial/Groundsworker, Custodial/Maintenance, Mechanic and Bus Washer/Cleaner employees as follows:

One (1) personal day will be granted to each employee the first day of the quarter, (July-September).

An additional personal day may be earned by each employee the first day of January if the employee has used forty (40) or less sick hours since July 1. Sick days utilized as snow days shall not count toward the forty (40) hours.

Personal days if not used, will be added to sick days at the end of each year. To be eligible for a personal leave day, the employee must request the day off three (3) days in advance, in case of emergency exceptions may be made. These days may be granted at the discretion of the supervisor, however, said days shall not be arbitrarily denied.

(e) Secretarial employees receive one day of personal leave per year (accumulative to 2 in the subsequent year if not used in the year earned) with arrangement for said personal leave to be made in advance with Supervisor or Superintendent. In addition, each year, secretaries may use 1 of their earned sick days for that year as a personal day; if not used as a personal day, it remains as a sick day.

(f) Any FMLA leave taken shall be charged against the employee's sick leave entitlement in accordance with Board policy. In addition, paid vacation or personal leave may be substituted, at the employee's option, for any qualified FMLA leave that would otherwise be unpaid. Employees must still comply with the conditions applicable to such vacation or personal leave, and such time will still be counted against the employee's annual FMLA entitlement, if any. Employees should review Appendix 1 for a summary of FMLA rights and obligations.

#### ARTICLE 38. USE OF FACILITIES

The Union may use a room of the school upon notice to the Superintendent or designee for the purpose of holding Local Union business. The Employer shall have the right to designate the location of the room within the building. Upon approval by the Superintendent or designee, employees may punch out to attend a scheduled Union meeting. Except as stated in the

foregoing sentence, it is understood that Union meetings will not interfere with school or work activities.

#### ARTICLE 39. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior qualified employee on layoff within the classification being recalled having the ability to perform the work with minimal instruction being recalled first. Notice of recall shall be sent to the employee at his address on record with the Employer by certified mail. If an employee fails to report for work within ten (10) working days from the date of mailing of notice of recall the employee shall be considered a quit. It is the employee's responsibility to keep the superintendent or designee advised of his/her current address. Recall lists shall be maintained for the length of the employee's seniority or two years whichever is shorter.

#### ARTICLE 40. LAYOFF DEFINED

##### Custodial, Custodial/Maintenance, Mechanic, Custodial/Groundworker, and Bus Washer/Cleaner

- (a) The word, "layoff", means a reduction in the work force. It shall not include a reduction of hours pursuant to Article 22(c).
- (b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper union representatives at least three (3) weeks prior to the effective date of layoff, to discuss the names, seniority, job titles and work locations of those employees contemplated to be laid off.
- (c) When a layoff takes place, employees not entered on the seniority list shall be laid off first providing the more senior employees have the ability to perform the work. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list for the affected classification being laid off first.
- (d) Employees whose positions have been eliminated shall have the right to displace the least senior employee in the employee's same classification in an equivalent position, for which the employee is currently qualified to do the job with minimal instruction. In the event no such position exists within the classification, the employee shall have the right to displace the least senior employee in a lower classification for which the employee is currently qualified to do the job with minimal instruction, provided the employee has more seniority within such classification. For purposes of Articles 39, 40 and 42, "qualified" means that the employee has previously performed the job.
- (e) Employees to be laid off will receive at least fourteen (14) working days' advance notice of the layoff.

## ARTICLE 41. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be affected without a special conference.

## ARTICLE 42. LAYOFF PROCEDURES FOR SECRETARIES

The following guidelines will be used in the event a layoff of secretaries becomes necessary.

Layoff is defined as a reduction in the work force. It shall not include a reduction of hours pursuant to Article 22(c).

1. The Union Steward and/or Chapter Chairperson will be given not less than thirty-six (36) hours notice of intent to layoff and will be given the opportunity to immediately discuss the circumstances with the Employer.
2. A secretary shall be given at least fourteen calendar days notice of layoff. Secretaries, subsequently displaced, if any, shall be notified of such displacement as soon as practicable, but not less than one working day after the more senior secretary has exercised the right to displace.
  - A. In any reduction of the secretarial staff, a secretary will be provided the opportunity to use seniority within their classification as follows:
    1. First, to displace the least senior person in a position at the same level, provided:
      - a. The secretary possesses the necessary ability to perform the work adequately, with minimal instruction; and
      - b. The secretary displaced is junior in classification seniority.
    2. Second, in the event the member is unable to displace another at the same level, to displace the least senior person in a position at the next lower level, provided:
      - a. The secretary in question possesses the necessary ability to perform the work adequately, with minimal instruction; and
      - b. The secretary displaced is junior in classification seniority.
    3. Third, the use of seniority set forth in 2 may be repeated at each succeeding lower level.

Any secretary who is displaced may use classification seniority in the same manner.

Upon notification of layoff or displacement, the secretary will be advised as to the position under 1., 2., or 3., above to which displacement rights may be exercised.

The use of seniority to displace another secretary must be exercised within three days following notification of layoff or displacement, whichever is applicable, or the right is forfeited.

- B. Those secretaries having the greatest seniority shall be recalled first, provided they possess the necessary ability to perform the work with minimal instruction.

#### ARTICLE 43. TRANSFERS OUT OF THE UNIT

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, the employee shall have accumulated seniority while working in the position to which the employee transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

#### ARTICLE 44. WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.



ARTICLE 45. TERMINATION AND MODIFICATION

This Agreement shall be effective July 1, 2017 or upon ratification by both parties and shall continue in full force and effect until June 30, 2020.

- (a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give 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. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed it to the Union, to Michigan #25, AFSCME, AFL-CIO, 1034 N. Washington Avenue, Lansing, Michigan 48906; and if to the Employer addressed to Hopkins Public Schools, Hopkins, Michigan 49328; or to any such address as the Union or the Employer may make available to each other.

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

FOR THE UNION:

Aloria Simpson  
Diana Smith  
Harriet (C-25)  
Wendy Tew

FOR THE EMPLOYER:

Ray Gibson  
Michael R. Marsh  
J. Allen  
J.P.  
Kevin Ryan  
Frank