

June 30, 1971

Ecorse

AGREEMENT
BETWEEN THE
ECORSE BOARD of EDUCATION
AND THE
OPERATION AND MAINTENANCE EMPLOYEES
Local-1496
American Federation of State, County and Municipal Employees
AFL-CIO

EFFECTIVE JULY 1, 1969

THE ECORSE PUBLIC SCHOOL SYSTEM
Ecorse, Michigan 48229

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN

OPERATION AND MAINTENANCE AGREEMENT

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AGREEMENT

between the

ECORSE BOARD OF EDUCATION

and the

OPERATION AND MAINTENANCE EMPLOYEES

Local 1496

AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES

AFL-CIO

AGREEMENT

This Agreement entered into this 1st day of July, 1969, between the Ecorse Board of Education, hereinafter referred to as Employer, and Public Employees Council 23, of the American Federation of State, County and Municipal Employees AFL-CIO, Local 1496, hereinafter referred to as the Union on behalf of the Employees as hereinafter defined. It has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

The parties recognize 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.

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

FOREWORD

I. RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable revisions 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 units described below:

ALL HOURLY RATED REGULAR EMPLOYEES OF OPERATION AND MAINTENANCE EXCLUDING SUPERVISION OF THE EMPLOYER AND CONSISTING OF THE FOLLOWING JOB CLASSIFICATIONS: Chief High School Engineer, High School Engineer "A," Elementary Custodian-Engineer, Semi-Skilled Maintenance, General Maintenance, Unskilled Maintenance, Stockroom and Delivery Man, Custodian, Janitress, Cafeteria **Cook** and Cafeteria Aide.

NOTE: By mutual agreement, hereinafter provided for in this Agreement, the casual labor classification is eliminated.

II. AID TO OTHER UNIONS

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

III. STRIKE PROHIBITION -- NO LOCKOUT

Pursuant to and in accordance with all provisions of Act 336 of the Public Acts of 1947 as amended:

- (a) No lockout of employees shall be instituted by the Ecourse Board of Education during the life of this Agreement.
- (b) The Union agrees that no strike of any kind shall be caused or sanctioned by the Union during the life of this Agreement.

A strike is defined in accordance with Public Act 379 of 1965.

ARTICLE I

BOARD OF EDUCATION, ADMINISTRATION,
EMPLOYEE DEFINED

Section 1. Any further reference to the Ecorse Board of Education hereinafter will be referred to as the "Board," and the delegated authority of the Ecorse Board of Education to the Superintendent and his staff will be referred to as the "Administration."

Section 2. The term "Employee" in this statement of policy refers to permanent, full-time Operation and Maintenance employees only and not temporary or occasional employees. A permanent, full-time employee is designated to be one who is employed on a regular schedule, regardless of the number of hours worked per day.

ARTICLE II

UNION DUES AND DETROIT TEACHERS
CREDIT UNION DEDUCTIONS

Section 1 - Payment by Check-Off

(a) Union Members shall tender the initiation fee and monthly membership dues by signing the authorization for Check-Off Dues form.

(b) Check-Off Form: During the life of this Agreement or any extension thereof, and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, the Board agrees to deduct Union Membership dues from the pay of each Union Member who executes or has executed the following "Authorization for Check-Off Dues" form.

Section 1 - Payment of Check-off (continued)

AMERICAN FEDERATION OF STATE
COUNTY, AND MUNICIPAL
EMPLOYEES AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
Please print (last name) (first name) (middle name)

To: _____ (employer)

Effective _____ I hereby request and authorize you to deduct
date

from my earnings the current initiation fee being charged by AFSC&ME Local 1496 and effective the same date to deduct from my earnings each 2nd payroll period, the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the treasurer of Local 1496 of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice to the Union and Board within thirty (30) days immediately preceding the termination date of the existing Union-Board Agreement, or termination of my employment.

Employee's Signature

This space reserved for additional
information when required.

Street Address

City and State

Section 2 - When Deductions Begin

Check-off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time that the application is signed by the Union Member and shall be deducted from the 2nd pay of the month and each month thereafter.

Section 3 - Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list of Union Members' names for whom dues have been deducted on or before the 10th day of the next month.

Section 4 - Disputes Concerning Dues

The responsibility to refund monies to Union Members deducted from their salaries under such authorization lies solely with the Union. The Union agrees to reimburse to any Union Member the amount of dues deducted by the Business Office and paid to the Union, which deduction is by error in excess of the proper deduction, and agrees to hold the Ecorse Board of Education harmless of any claims for excess deductions.

Section 5 - Organization Membership

Membership in an employee organization shall not be required as a condition of employment.

Section 6 - Mailing Paychecks to Detroit Teachers' Credit Union

Employees may authorize the Payroll Department to send their paychecks to the Detroit Teachers' Credit Union. Checks will be mailed on the pay date established by the Business Office for any fiscal school year.

Section 7 - Payroll Deduction for Detroit Teachers' Credit Union

The employer shall provide a payroll deduction system with the Detroit Teachers' Credit Union for the benefit of all Operation and Maintenance employees. The employer will make such deductions only upon signed authorization by the employee.

ARTICLE III

SENIORITY

Seniority shall be the required principle in determining promotions.

Section 1. New employees hired in the school system shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The ninety (90) calendar days' probationary period shall be accumulated within the first ninety (90) calendar days following the date of hire. When an employee finishes the probationary period by working the ninety (90) calendar days as specified above, he shall be entered on the seniority list of the school system and shall rank for seniority from the day ninety (90) days prior to the day he completes the probationary period. There shall be no seniority among probationary employees. "Date of Hire" is defined as first day on payroll.

Section 2. 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.

Section 3. An employee shall lose his seniority for the following reasons:

1. He quits.
2. He is discharged for just cause.
3. Absent for three (3) days without notifying Foreman of Operation and Maintenance or the Principal or the Business Manager or the Superintendent, without just cause.

Section 4. The reduction of staff shall be by seniority.

Section 5. Any employee returning from selective service in the Armed Forces of our country within ninety (90) calendar days of discharge date, shall be granted the privilege of exercising his seniority, including accumulated service seniority. All employees shall be subject to the provisions of the "Soldiers and Sailors Relief Act" and the "Veterans' Preference Act, As Amended."

Section 6. In the rehiring of an employee who has been laid off due to lack of work, seniority shall apply, provided the employee reports for duty within two weeks of notification.

Section 7. No supervisors, teachers, or students shall do any form of work which will deprive an employee of his regular work.

Section 8. Seniority shall consist of the accumulated paid service of the employee with the School Board. The employee's seniority shall not be lost because of approved absence or layoff unless otherwise provided. The seniority list shall be brought up to date once a year and a copy sent to each employee.

ARTICLE IV

HOURS

Section 1. The regular work week for employees shall consist of five consecutive days, eight hours per day, forty hours per week.

The employee's 24-hour day shall start at the beginning of his specified assigned shift. The employee's regular work week, except for boiler room personnel, or any other personnel involved in continuous operation, will be included in the seven-day span beginning at midnight on Sunday. The day shift shall begin at 7:00 a. m., Local Time; the afternoon shift at 3:00 p. m.; Local Time; and the midnight shift at 11:00 p. m., Local Time, provided, however, that the Superintendent of Schools may change the aforesaid starting times, but not more than two hours earlier or two hours later than said starting times. The Union will be given 48 hours' notice prior to any general change of shift hours.

Section 2. All work done in excess of those provisions any one day or in any one week, shall be considered overtime and paid for at the rate of time and one-half.

Section 2a. There will be no pyramiding of premium hours. Any hour for which a premium payment has been made shall exclude that hour from consideration of any other premium payment, thus eliminating payment of duplicate hours.

Section 3. Overtime hour record shall be kept as follows:

1. All overtime hours will be credited to the employee earning them regardless of conditions under which they are worked.
2. All overtime will be confined to the regular employees. Overtime will be equalized among the employees by classification within the building. When overtime cannot be filled within the building or unit, it shall be on a rotation basis according to seniority within the occupational group.
3. New employees, upon completion of probationary period, will be credited with overtime equal to maximum. New employees shall not be eligible for overtime until probationary period is completed.
4. Refusal of overtime will be credited as overtime worked.
5. An overtime list shall be posted on the Union Bulletin Board and kept up to date by the Principal's Office.
6. Overtime for all outside activities will be paid at a rate of time and one-half according to Building Use Policy.
7. Whenever possible and practical, all overtime work in women's areas in a given building shall be worked by the women in that building and all overtime worked in men's areas shall be worked by the men in that building.

8. Any regular employee scheduled for less than eight hours per day shall have option of working a full eight hours per day (40 hours per week) during Christmas, Easter, and summer vacation periods. This option does not include Cafeteria employees.

Section 4. An employee replacing a higher paid employee will receive the higher rate of pay beginning the first day.

Section 5. Employees called back after completing their work day shall be guaranteed a minimum payment of two (2) hours. This applies only to emergency call back for a specific job. It does not apply to a planned overtime, as in the case of engineers on Saturday and Sunday.

ARTICLE V

VACATION

Section 1. Permanent 52-week employees who have worked one year will have earned two weeks of vacation at the current rate of pay. Permanent 52-week employees who have worked ten years will have earned three weeks of vacation at the current rate of pay. Permanent 52-week employees who have worked fifteen years will have earned four weeks of vacation at the current rate of pay.

Section 1a. All vacations will be scheduled by the Foreman of Operation and Maintenance, according to seniority, and will be granted at such time during the school year as they are suitable, considering both the wishes of the employee and the efficient operation of the Ecorse Public Schools.

Section 1b. Vacations will be scheduled during the twelve-month period following the anniversary date of employment, in accordance with Article V, Section I and Section 1a of this Agreement. All vacations shall be scheduled in blocks of five (5) work days.

Section 2. If a vacation falls in a week where a paid holiday is included, the employee will either take an extra day, or will be paid for the holiday, at the option of the Superintendent.

Section 3. All permanent 52-week employees working less than forty hours per week shall be entitled to vacation pay in proportion to their scheduled work week. Cafeteria employees will observe the same work schedule and enjoy the same holiday and vacation privileges as other 40-week employees in lieu of any other holiday and/or vacation privileges provided elsewhere in this contract.

Section 4. Vacation shall not be accumulative. If earned vacation is not made available by the Administration during the vacation period, the employee shall have the option of receiving pay or a vacation as approved by the Superintendent.

Section 5 - Pay Advance.

(a) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation, if so requested of the Foreman, in writing, at least ten (10) working days in advance of the pay date.

Should an employee change his vacation, he must make a request, in writing, for his check, ten (10) work days before leaving, if he desires to receive it in advance.

The foreman shall be responsible for notifying Payroll for the preparation of advance pay checks.

(b) If an employee is laid off or retires, he will receive any unused vacation credit.

In the event of an employee's death, the unused portion of his earned vacation credit shall revert to his estate or to his beneficiaries.

ARTICLE VI

HOLIDAYS

Section 1. Time off with pay shall be given to all permanent 52-week employees for the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

If Memorial Day or the Fourth of July falls on Tuesday or Thursday, all employees are to be granted the day off, with pay, on the Monday preceding or the Friday following Memorial or the Fourth of July.

In addition to the above holidays, time-off, with pay, shall be given to permanent 52-week employees for the following half-days, providing that those half-days occur during the employees' regularly scheduled work week:

One-half day Good Friday
One-half day December 24
One-half day December 31

Section 2. Employees working the above holidays shall be granted 250% of the regular hourly rate for the hours worked (straight time pay for the holiday and time and one-half for the hours worked on the holiday).

Example: If a holiday falls on Sunday and employees are required to work the following Monday, they shall be paid two and one-half times the regular hourly rate. If a man's regular pay is \$16, he would be paid \$16 for the holiday, although he does not work.

If he does work the Monday following a Sunday holiday, he would receive another \$24 which would total \$40 or 2 1/2 times his regular rate. Further, if the employee is required to work both Sunday (the holiday) and Monday, he will be paid \$16 (straight time) for the Sunday and \$40 for the Monday.

Section 3.

All regular employees will be paid for the above holiday provided they work on the scheduled work day previous to and following the holiday, unless a just cause can be established for not reporting on schedule.

ARTICLE VII

BIDDING FOR JOBS

Section 1.

All job openings and jobs that are involved in a change of classification shall go up for bid. All such jobs will be advertised in the following manner:

The Administration, in job posting for bid, will indicate the job classification, a job description, and a job schedule indicating the area involved in the job being posted. This bid will remain open for seven (7) calendar days. It is understood that the job description and/or the job schedule mentioned above is subject to change as the need arises. Prior to making such change, the matter will be discussed with the Union.

For persons on the job, posting on the time cards shall constitute adequate notice of job opening for bidding jobs. For persons on vacation or any authorized leave, the notice of job opening shall be certified mail to the employee's last known address or forwarding address, if given. The responsibility of informing the Central Office of any change of address and/or telephone number rests with the employee and must be submitted in writing.

Section 2.

(a) Employees may bid for the job advertised within the seven (7) day period. Positions will be awarded to the senior employee who has bid on the job.

(b) Beginning on December 31, 1964, all persons bidding on positions involving operation of boilers shall possess a High Pressure License. Effective as of July 1, 1967, the Board of Education will reimburse an employee to the extent of one-half of the tuition cost involved in acquiring a High Pressure Boiler Operator's License upon presentation of said license and receipts for tuition paid.

Section 3.

Such bids to be delivered to the Foreman of Operation and Maintenance and said bids to be opened after the seventh (7th) calendar day of the posted vacancy.

ARTICLE VII (continued)

BIDDING FOR JOBS

Section 4.

A successful bidder will receive a sixty (60) calendar day trial period. In the case of an employee not performing the duties of a new office properly, supervision will return the employee to his previous job. Any successful bidder will automatically relinquish all rights to any former bids--except as otherwise provided for in Section 4 and 5 of this Article.

Section 5.

In the event an employee bids for and is assigned to a job, and for any reason asks to be relieved, that employee must work as an extra unassigned employee until another regular job opening entitles the employee to bid on a regular job. In no event can any employee bid on a job he has voluntarily vacated, for any reason, for a minimum of one year. (This is to prevent promiscuous bidding.)

Section 6.

Regular employees working less than forty (40) hours per week shall have the right to bid on all job postings.

Section 7.

For the safety and protection of all concerned, any employee assigned to a new job may request a break-in period with experienced personnel sufficient to the requirements of the job.

Section 8.

Any employee who submits a bid on a posted job opening may withdraw his bid prior to the posted deadline for receiving bids, but not later. In the event that this employee is the successful bidder, he is required to accept the job, except as provided for in Section 5 above. There shall be no withdrawal of bid following the deadline for receiving bids on a given posted job opening.

Section 9.

The date of change of jobs shall be stated on the bid sheet. The rate of pay for new position will become effective on this date, unless the Administration finds it more convenient to make the change at an earlier date than that specified. Any pay rate change would then become effective as of the first day on the job.

Section 10.

Rates for new job. When a new job is placed in a unit and cannot be properly placed in an existing classification, the employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

ARTICLE VIII

SAFETY AND HEALTH

Section 1.

Should an employee complain that his work is unsafe or unhealthy, the matter shall be investigated immediately by representatives of the school and the Union. If the matter is not adjusted satisfactorily, a grievance may be processed according to ARTICLE IX of this Agreement.

Section 2.

A Health and Safety Committee shall be established, consisting of the Foreman and the Building Principal involved, together with two persons designated by the Union to investigate complaints and make recommendations to the Superintendent, or his delegated representative, for corrective measures. The Superintendent shall process such recommendations as expediently as possible.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1.

Should an employee feel that his rights and privileges under this agreement have been violated, he shall consult with the Foreman of Operation and Maintenance. If, after earnest and sincere effort, the issue remain unresolved, the aggrieved employee and the Union Steward shall, within seven (7) calendar days of the date the grievance occurred, present the facts, in writing, to the Foreman of Operation and Maintenance. The Foreman of Operation and Maintenance shall submit his answer, in writing, to the Union Steward, and the aggrieved employee not later than seven (7) calendar days from the time grievance is received.

Section 2.

Should the Union Executive Board decide that the reply of the Foreman of Operation and Maintenance is unsatisfactory, the Union Executive Board shall, within seven (7) calendar days, submit the facts of the grievance, in writing, to the Superintendent of Schools. The Superintendent of Schools shall, within seven (7) calendar days, reply to the Union Executive Board, in writing, giving his decision.

Section 3.

In the absence of the Superintendent, his delegated representative shall act in his stead according to the provisions of this Agreement.

Section 4.

Should the Union Executive Board decide that the reply of the Superintendent of Schools is unsatisfactory, the Union Executive Board may, within seven (7) calendar days after the reply of the Superintendent is due, submit an appeal from the Superintendent's decision to the Board of Education. This appeal shall be in writing and shall be

GRIEVANCE PROCEDURE (continued)

accompanied by a copy of the original grievance. The Board of Education shall respond, in writing, to the Union Executive Board within seven (7) calendar days after their next regularly scheduled Board Meeting. The decision of the Board of Education shall be binding during the processing of any appeal therefrom and until reversed or modified by higher authority.

Section 5.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of this procedure. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision. Failure to file a grievance within the period specified in Section 1 shall bar the grievance.

Section 6.

In the event that an employee is on vacation when an act is committed that he would find to grieve him, he shall be given seven (7) calendar days after his return to file a notice of grievance.

Section 7.

In each building, employees in the building shall be represented by one Steward.

Section 8. Discharge and Discipline

(a) Notice of discharge or discipline. The employer agrees promptly before an anticipated or contemplated discharge or discipline of an employee to notify, in writing, the steward in the Building of the discharge and/or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the building and the employer will make available an area where he may do so before he is required to leave the property of the employer.

Upon request, the employer or his designated representative, will discuss the discharge or discipline with the employee and the Steward.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented, in writing, through the Steward to the employer within two (2) regularly scheduled working days of the discharge or discipline. The employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

ARTICLE X

RETIREMENT

Section 1. Retirement of employees will be governed by the Michigan Public School Employees Retirement Fund Law, Act 136 of the Public Acts of 1945, as amended. The employee shall retire not later than June 30th of the fiscal school year in which he reaches his 65th birthday.

ARTICLE XI

ACCESS TO PREMISES

Section 1. The Union Staff Representative for Council 23 and/or a representative of the International Union shall be permitted to enter into discussion with the President of Local 1496, or any member of the Executive Board of Local 1496, during working hours only by authorization from the Superintendent's Office.

Section 2. The Union shall be permitted the use of the building after school hours as follows:

1. Regular monthly meeting to be held on a Saturday which will be mutually agreed upon by the Union and the Board of Education.
2. Special business meetings of the Union and committee meetings on Union business, provided that such use is requested through the Superintendent's Office, and can be arranged in advance without disrupting other commitments for the use of the premises and without incurring additional cost to the school district. Employees may attend such meetings only on their own time.

ARTICLE XII

MUTUAL RESPONSIBILITIES

Section 1. Should a dispute arise in which the issue is not specifically covered by this Agreement, the parties shall negotiate on the basis of the cooperative spirit of this Agreement.

Section 2. The Union and the School Board consider themselves mutually responsible to improve the public service through creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves on the job in a workmanlike manner.

MUTUAL RESPONSIBILITIES (continued)

Section 3. Special Conferences

Special Conferences for important matters will be arranged between the Local President and the employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the employer and at least two representatives of the Union. Arrangements for such special conferences 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, together with the names of the persons to attend. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

Section 4. Review of Personnel File

Each employee shall have the right, upon reasonable request, to review the contents of his own personnel file maintained at the Central Office. The review shall be made in the presence of the Administrator responsible for the safekeeping of such files. The employee may make penciled copies of any material contained in such files.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The Administrator shall, in the presence of the employee, remove such credentials and confidential reports from the file prior to a review of the file by the employee.

No material derogatory to an employee's conduct, service, character or personality shall be placed in any file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature and the date on the actual copy to be filed, with the understanding that such signature merely signifies that the material had been read by him, but does not in any way imply agreement with its contents. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.

Section 5.

The Union shall be provided adequate bulletin board space in a place readily accessible to employees in each school building for the posting of notices and other materials relating to Union activities. The Union Building Representative shall have the responsibility for posting materials on the bulletin board. No material concerned with partisan politics or non-partisan politics shall be posted. Any posted material shall be signed by a designated Union official and an additional signed copy shall be delivered to the Building Principal before posting.

Section 6

The Board shall make available to the Union, upon its reasonable written request, any and all official and/or public information, statistics and records relevant to negotiations or necessary for the proper enforcement of this Agreement.

ARTICLE XIII

SICK LEAVES AND LEAVES OF ABSENCE

Section 1.

All Operation and Maintenance Employees of the Ecorse Public Schools shall be allowed for certain absences one day per work month per fiscal year without loss of pay. An employee may accumulate an unlimited number of days in his accumulative sick leave bank.

Section 2. During his employment, an employee shall have available for his use only earned sick leave days. For example: after a month's employment, he shall have one day available. After two months, two days. If he is absent in excess of his earned accumulative sick leave, deductions shall be made from his salary. At the end of the fiscal school year, however, he shall be reimbursed for such deductions if he has earned sick leave days to his credit at that time. Such reimbursement shall not be carried from one fiscal year to another.

Section 3. Absences Chargeable to Annual Sick Leave Bank.

(All absences should be reported to the Administration as early as possible).

A. Personal Illness

B. Other specified types:

1. Death in immediate family
 - a. Immediate family includes: husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living or making his home in the household of the employee, or for whose funeral arrangements the employee is responsible.
 - b. For each death--not to exceed five working days.
2. Emergency illness in immediate family. (When necessary care cannot be otherwise arranged) -- not to exceed five days.
3. Attendance at funerals of close relatives and friends -- not to exceed three (3) days.
4. Attendance at wedding in immediate family --not to exceed three (3) days.

5. Employee's own wedding not to exceed five days.
6. Quarantines.
7. Required Court Appearance.
8. Transportation failure when no other means of transportation is available -- not to exceed three (3) days in any one year.
9. Effective July 1, 1962, all Operation and Maintenance personnel may be granted three (3) days for personal use each year which are to be deducted from the individual's sick leave bank.

No employee shall add the three (3) personal use days to the number of days established by the Board of Education in Section B, Articles 1 - 8. Any employee desiring time off for personal use shall submit his written request 48 hours in advance. No reason need be given. In the case of an emergency not covered by Section B, paragraph 1-8 of the Annual Leave Day Policy, the employee may call his immediate supervisor to confirm his absence verbally.

No personal use days may be taken on the scheduled workday before or the scheduled work day after a holiday or used to extend a vacation.

The number of employees who may be granted personal leave on any one day shall be on the basis of due consideration of the wishes of the employee and the efficient operation of the Ecorse Public Schools.

Such personal leave days shall be granted on a seniority basis.

- 10-A. In the case of incapacitating injury or illness for which the employee is, or may be eligible, for work disability benefit under the Michigan Workmen's Compensation Law, such employee may utilize sick leave credits to the extent of the difference between the Workmen's Compensation received and the employee's regular base salary or wage.
- 10-B. In the case of work disabling injury to an employee caused by an assault upon said employee, while in the performance of his/her duties, by a person not an employee of the Ecorse Public Schools, the Board will pay the full difference between Workmen's Compensation and the employee's regular salary, without charge to Sick Bank, as long as the disability exists, or for a period of six calendar months, whichever is shorter. Each case will be reviewed by the Board of Education at the end of said period.

Section 4. Leave of Absence

1. Request for leave of absence shall be submitted, in writing, to the Superintendent

Section 4. Leaves of Absence (continued)

of Schools prior to the effective leave date. The Superintendent shall submit such request to the Board of Education at the next regular meeting following the date of application. Leaves may be granted for the following reasons:

- A. Illness
- B. Maternity
- C. Military Service

- 2. All leaves shall be without pay. All leaves, except military, shall be without salary increment and without sick leave accumulation.
- 3. Time limit on leaves of absence.
 - A. Leaves of absence are not to exceed one year from the effective date of the leave. Exception: Military. The Superintendent may extend a medical leave based upon a physician's report on the patient.
 - B. Employee, after termination of leave, shall be returned to employment as soon as possible, but not later than one year after the effective date of leave. Employee must present himself for service at termination of leave, otherwise, employment by the school district will be terminated. (see Article 3, Section 6)

4. Maternity Leave

- A. Shall be granted to employees who have been employed a minimum of two years.
- B. Shall begin at the beginning of the fifth month of pregnancy as certified by a physician.
- C. The employee on Maternity Leave may return to employment 90 days after childbirth, with the approval of a physician. Maternity leave shall not exceed one year from the date of birth of child. An employee shall not be granted more than two maternity leaves in three consecutive years.
- D. The responsibility of notifying the Administration of pregnancy and for providing a physician's certificate prior to the fifth month of pregnancy rests with the employee. Any employee who fails to provide such a notice and/or certificate forfeits Maternity Leave privileges.

5. Military Leave

- A. Persons granted such leave, upon return to the system, shall start at the salary they would have attained and received had they continued employment.

6. Illness Leave

Any employee may request illness leave under the following conditions:

- (1) The employee's Sick Leave Bank is exhausted of useable days.
- (2) The employee, still being unable to report for duty, shall be considered an active employee without pay for a period of ninety (90) calendar days by the Business Office. During these ninety (90) calendar days, the Business Office will credit the employee one day of accumulative sick leave time for each month and pay the Blue Cross-Blue Shield insurance premium and the Life Insurance premium.
- (3) Fifteen (15) calendar days prior to the expiration of the ninety (90) calendar days, if the employee, at that time, feels that he will be unable to return to active duty at the conclusion of the ninety-day period, he may file a written request with the Superintendent to be placed on an illness leave at the conclusion of the ninety-day period.
- (4) Failure to specifically request an illness leave will automatically terminate the employee's employment with the Ecorse Public Schools, unless the employee can establish by-certified doctor's statement that he/she was, at the expiration of the ninety-day period, unable to make such a request in his/her own behalf.

ARTICLE XIV

PHYSICAL OR PSYCHIATRIC EXAMINATION

Employees may be required to submit to a physical and/or psychiatric examination after entering upon their duties. All such examinations shall be made by practitioners approved by the Board of Education, and the cost of same for regular employees shall be borne by the Board of Education. When a disabled employee has received a discharge from his physician, he may request, in writing, a return to employment. Such a request must be accompanied by a statement from a physician approved by the Superintendent of Schools. After the request has been approved by the Superintendent of Schools, the employee shall be returned to employment not later than a month after such request. Any employee who shows evidence of inability to discharge the duties and responsibilities of his position because of physical illness or other incapacities, shall appeal to the Superintendent for consideration as to his future status, as provided in Article XIII, Section 5.

ARTICLE XV

SALARY SCHEDULE

The Salary Schedule for Operation and Maintenance employees in the Ecorse Public Schools shall be as set forth in Appendix "A" and no employee shall be hired into the Ecorse Public Schools except in accordance with the provisions of this salary schedule.

SALARY SCHEDULE (Continued)

Operation and Maintenance employees will be paid bi-weekly on the basis of the salary schedule set forth in Appendix-"A" and in accordance with the pay date schedule established by the Business Office -- barring unforeseen emergencies.

ARTICLE XVI

TARDINESS

An employee who is tardy will be docked for the next following tenth of an hour. For example:

1. An employee tardy 1-6 minutes will be docked for 6 minutes (1/10 hour).
2. An employee tardy 7-12 minutes will be docked for 12 minutes (2/10 hour), etc.

ARTICLE XVII

LEAVING THE BUILDING

No employee is permitted to leave the building premises during his regular hours, or overtime, without permission of the Building Principal or General Foreman. If so permitted, the employee must punch out when he leaves and punch in upon return to the job. If the reason for his absence is acceptable, the time lost during regular hours will be charged to the employee's sick leave bank and he will suffer no loss of pay. If the reason for the absence is not acceptable, or if the absence occurs during overtime, the employee will not be paid for any time lost.

ARTICLE XVIII

LUNCH HOUR

Any employee entitled to a lunch period is permitted up to thirty (30) minutes out of his regular work day to eat lunch on the building premises, which time shall not be charged against his regular work day. An employee must work five (5) or more hours per day in order to be entitled to a lunch period as specified above.

ARTICLE XIX

SMOKING

It shall be the general policy of the Ecorse Public Schools that no employee shall carry lighted tobacco in the presence of students.

ARTICLE XX

ALCOHOL

Any employee found in the possession of alcohol or any employee found under the influence of alcohol during his hours of employment shall be subject to dismissal.

ARTICLE XXI

RESIDENCE

All Operation & Maintenance employees must reside within the corporate limits of the City of Ecorse.

ARTICLE XXII

AMERICAN CITIZENSHIP

All Operation & Maintenance employees must be citizens of the United States of America.

ARTICLE XXIII

SUPERVISORY EMPLOYEES' SENIORITY

Employees shall accumulate seniority while occupying supervisory positions, and upon demotion, shall be reinstated to their former classification with full seniority from the first date of employment.

ARTICLE XXIV

SCHEDULES

The Administration of the Ecorse Public Schools shall determine the hourly schedule (day or night) each employee is to work within the recognized work week in accordance with Article IV, Section 1, and Article XII, Section 1.

ARTICLE XXV

TIME CARD PROCEDURES

Section 1. The Time Card

Under no circumstances may any employee punch a time card for another. In case of error in punching in or out, the employee will call this to the attention of the principal or secretary, who will assist in the correction. Any employee punching a time card for another employee, or otherwise falsifying a time card, will be subject to dismissal.

ARTICLE XXVI

GARNISHMENTS

Any employee served with a garnishment for the first time, will be notified of this by the Administration, and he shall have deducted from his salary any expense involved by the utilization of the school attorney. The second garnishment, he shall be given a warning, in writing, and have deducted from his salary the attorney's fee involved.

(Three garnishments within any twelve (12) month period shall cause immediate discharge.)

ARTICLE XXVII

INTERPRETATION

In the event of disagreement in the interpretation of the foregoing Agreement, the matter shall be negotiated between the Administration and the Union Executive Committee. If agreement cannot be reached, the matter shall be taken to the Board of Education.

ARTICLE XXVIII

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 P. M. , June 30, 1971.

- (a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination, If neither party shall give notice of amendment as hereinafter provided, or if each party giving notice of termination withdraws the same, prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the termination of this Agreement or any extension thereof.
- (b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall support the nature of the amendment or amendments desired. 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.
- (c) Notice of Termination or Modification - Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, and if to the Employer, addressed to such address as the Union or the employer may make available to each other.

ARTICLE XXVIII (continued)

- (d) It is understood that any liberalizations in the fringe benefits listed in Appendix "A" of this Agreement which are granted to other employee organizations will, if applicable, also be granted to operation and maintenance employees.

ARTICLE XXIX

EMPLOYMENT, LAY-OFF AND CALL BACK

Only in the case of extreme urgency or in the case of the prolonged absence of a regular employee shall an employee be hired on a part-time or temporary basis.

Any reduction of staff shall be on a system-wide basis in reverse order of seniority, and callbacks shall be on the basis of seniority.

ARTICLE XXX

MEDICAL AND HOSPITALIZATION INSURANCE

The Ecorse Board of Education, in order to supplement the present Sick Leave Policy, has authorized the Blue Cross-Blue Shield Hospitalization Insurance premiums to be paid in full for all regular employees working 20 or more hours per week and their families under Comprehensive Hospital Care, M-75, Surgical Care, Riders "D" and "M" semi-private room, and Extended Coverage (Major Medical). Specifically excluded from this Article for payment by the Board of Education are Riders "S," sponsored dependent, and "F," family continuation. Nothing in this Article shall deter an employee from adding these riders to his policy for payment by the employee on payroll deductions.

Employees leaving employment by the Board or on leave of absence are not eligible to receive the benefit beyond their last date of employment or date of leaving. The employee, in these instances, is responsible for the full cost of his insurance.

Employees desiring the above coverage must contact the Business Office during the registration period in September. The registration period is also the only time changes may be made in service. The exception to this statement is that a change in insurance should be made if there is a change in family status as a result of marriage, birth, adoption, divorce, or death. This change must be made within thirty days after the change occurs. Newly employed employees must enroll within thirty days of the date of their employment.

ARTICLE XXXI

LIFE INSURANCE

The Board of Education will provide life insurance in the amount of \$4,000 for all permanent employees working 20 or more hours per week.

ARTICLE XXXII

LONGEVITY PAY

Longevity pay is authorized by the Ecorse Board of Education for those employees having completed ten (10) or more years of accrued service to the Ecorse Public Schools.

The Schedule of Longevity Pay is as follows:

Beginning the 11th year of employment and continuing through the 15th year of employment	\$100 added to Base Salary
Beginning the 16th year of employment and continuing through the 20th year of employment:	\$200 added to Base Salary
Beginning the 21st year of employment and continuing through the 25th year of employment:	\$300 added to Base Salary
Beginning the 26th year of employment and continuing through the 30th year of employment:	\$400 added to Base Salary
Beginning the 31st year of employment and over:	\$500 added to Base Salary

Although the Administration Offices will make every effort to place those people who are eligible on a longevity payroll list, it shall be the responsibility of the individual employee to notify the Business Office when he has completed his tenth year of service in the Ecorse Public Schools.

Longevity pay due to any employee in any given fiscal school year will be made in a single lump sum payment on the first payroll date in December.

In case of retirement, resignation, or death of an employee while in the employ of the Ecorse Public Schools, longevity payments will be made to the employee, his beneficiary, or to his estate, as the case may be, on a pro-rated basis.

ARTICLE XXXIII

SEVERANCE PAY OR TERMINATION PAY

Regular employees of the Ecorse Public Schools are awarded one day per month sick leave accumulative without limit. Any regular employee shall, upon severance due to retirement or death, receive pay for one-half of the days accumulated in his sick leave bank. Any regular employee shall, upon severance for any reason other than retirement or death, receive pay for one-fourth of the days accumulated in his sick leave bank.

The rate of pay shall be computed at the daily rate of the fiscal year in which the employee was last employed. Payment in the case of a deceased employee will be made to the beneficiary or to the estate of the deceased.

Retirement is defined as leaving the services of the Ecorse Public Schools under such circumstances as to be immediately eligible to receive retirement annuity under State Public School Employees Retirement Act.

ARTICLE XXXIV

JURY DUTY

Time for jury duty shall be granted without loss of salary. Time devoted for jury duty shall not be deducted from the employee's Sick Leave Bank. The salary for any employee serving on a jury shall be his regular daily rate of pay minus the per diem compensation paid by the court, either municipal, county, state or Federal. Monies paid by the court to the employee for transportation and/or for meals shall not be deducted from the employee's regular rate of pay.

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN

Operation and Maintenance Hourly Rate Schedule

<u>Job Classification</u>	<u>1969-70 Effective July 1, 1969</u>	<u>1970-71 Effective July 1, 1970</u>
Chief High School Engineer	\$ 4.550	\$ 4.800
High School Engineer "A"	4.280	4.530
Elementary Custodian-Engineer	4.280	4.530
Semi-Skilled Maintenance	4.226	4.476
General Maintenance	4.144	4.394
Stockroom-Deliveryman	4.044	4.294
Custodian	4.044	4.294
Unskilled Maintenance	4.044	4.294
Janitress	3.585	3.835
Cafeteria Cook	3.585	3.835
Cafeteria Aide	3.585	3.835

All new employees shall receive, during the ninety (90) days' probationary period, a salary 10% less than the salary classification in which the new employee is assigned.

In addition to the above hourly base rates, the Board of Education has approved the following fringe benefits according to agreement:

1. Sick leave with unlimited accumulation at the rate of one day per service month.
2. Severance pay for one-half of the days remaining in the sick bank at the current rate of base pay, in the event of death or retirement, or for one-fourth of the days, in the event of severance for any other reason.
3. Full-family, semi-private M-75 Blue Cross-Blue Shield service plus Master Medical.
4. Illness Leave - Extension of Blue Cross-Blue Shield Coverage and Life Insurance.
5. Four thousand dollars term life insurance.
6. Workmen's Compensation Insurance.
7. Longevity pay in the amount of \$100 per year after 10 years of service, \$200 per year after 15 years, \$300 per year after 20 years, \$400 per year after 25 years, and \$500 per year after 30 years.
8. Two weeks' paid vacation after one year; 3 weeks after ten years; 4 weeks after fifteen years, except as provided in Article V, Section 3.