

June 30, 1971

Flat Rock

AGREEMENT
BETWEEN THE
FLAT ROCK BOARD OF EDUCATION
AND
FLAT ROCK CHAPTER OF LOCAL 571
AFFILIATED WITH METROPOLITAN COUNCIL NO. 23
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
JULY 1, 1969 - JUNE 30, 1971

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

AGREEMENT

between the

FLAT ROCK BOARD OF EDUCATION

and

FLAT ROCK CHAPTER OF LOCAL 571

AFFILIATED WITH METROPOLITAN COUNCIL NO. 23

and

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

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____ 1969,
BY AND BETWEEN THE FLAT ROCK COMMUNITY SCHOOLS, WAYNE AND MONROE
COUNTIES, MICHIGAN, BY ITS BOARD OF EDUCATION (HEREINAFTER REFERRED
TO AS "SCHOOL DISTRICT"), AND LOCAL 571, AMERICAN FEDERATION OF STATE
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (HEREINAFTER REFERRED TO AS
THE "UNION").

WITNESSETH:

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, and Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

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1. RECOGNITION (1) 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 units described below: All custodial/maintenance employees excluding substitutes, temporary employees, and the salaried custodial/maintenance supervisor.

A. All employees who work a minimum of four (4) hours per day during the regular school year will be considered fulltime employees and are entitled to all benefits such as sick leave, vacation time, etc., on a pro-rated basis which will be correlated with the amount of time worked.

2. 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.

3. UNION SECURITY

A. Each employee who, on the effective date of this Agreement, is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each employee hired on or after the execution of this Agreement, shall, as a condition of employment, become a member of the Union ninety (90) days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union, or shall fulfill the requirements of subsection (b) of this paragraph. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

(a) Agency Shop Provision

Any present or future employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge in the amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days of receipt of written notice from the Union to the employer.

4. UNION DUES

A. Payment by Check-off or Direct to Union.

Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues Form, or may pay the same directly to the Union.

Check-off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following "Authorization for Check-off of Dues" form:

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Last Name First Name Middle Name

To: _____
Name of Employer

Effective _____ I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME Local Union No. _____ and effective the same date to deduct from my earnings each _____ Payroll Period

a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the union. The amount deducted shall be paid to the treasurer of _____ (Union Name and No.) of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect unless terminated by me upon 30 days written notice to the employer and the union in advance or upon termination of my employment.

Employee's Signature

Street Address

City and State

Deductions shall be made only in accordance with the provisions of said Authorization for Check-off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.

B. Delivery of Executed Authorization of Check-off Form

A properly executed copy of such Authorization for Check-off of Dues form for each employee for whom Union membership dues are to be deducted are made. Deductions shall be made thereafter only under Authorization for Check-off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-off of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

C. When Deductions Begin

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted equally from each pay.

D. Delivery of Additional Check-off Forms

The Union will provide to the Employer any additional Authorization for Check-off of Dues forms under which Union membership dues are to be deducted.

E. Refunds

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Local Union.

F. Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the tenth (10th) day of the following month.

G. Disputes Concerning Check-off

Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-off of Dues form, shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer.

H. Limit of Employer's Liability

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Sec. 4 of this Agreement.

I. List of Members Paying Dues Directly

The Local Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement the names of all members paying dues directly to the Local Union. Thereafter the Union will furnish the Employer a monthly list of any changes.

J. Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided through the Grievance Procedure. However, the Employee may be retained at work while the dispute is being resolved.

5. REPRESENTATION

A. The School Board agrees to recognize a bargaining committee composed of no more than four (4) members of the local Union and/or Council representative based on the present composition of the bargaining unit. The School Board shall have no greater number of regular bargaining committee members than the Union.

B. The bargaining unit shall be represented by a chief steward and a steward on each shift for a total of four (4) stewards.

6. STEWARDS

Before commencing the investigation of any grievance, the steward shall get the permission of his supervisor.

Stewards as a general practice will not investigate and process grievance during working hours, however, in the event the steward must use working hours to investigate, he shall do it as expeditiously and with as little interruption of work as possible.

7. SPECIAL CONFERENCES

Special conferences for important matters will be held at times mutually convenient to the Local Chapter President and the Employer or its designated representative. 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 matters to be taken up at the meeting shall be presented at the time the conference is requested. 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 time spent in such special conferences, if conference is held during the work time. This meeting may be attended by a representative of the Council or a representative of the International Union.

8. GRIEVANCE PROCEDURE

A. A grievance is defined to be any difference or complaint based upon an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency, where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement.

B. Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Union; provided the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given the opportunity to be present at such adjustment. Likewise, nothing contained herein shall preclude the employer from utilizing the grievance and arbitration procedures set forth herein in connection with grievances as defined above.

C. Grievances shall be settled in the following manner:

- STEP 1. An employee with a grievance may discuss it with his steward, building head or custodial/maintenance supervisor with the objective of resolving the matter informally.
- STEP 2. If the grievance has not been settled, it shall be reduced to writing (signed by both employee and Union) and presented, within three (3) working days to the supervisor, or his designated representative. The custodial/maintenance supervisor or his designated representative shall forthwith endeavor to meet and adjust the grievance with the employee and his steward. Within three (3) working days after such meeting, the custodial/maintenance supervisor or his designated representative shall give his answer, in writing, to the employee and his steward.
- STEP 3. If the grievance remains unadjusted, it may be presented in writing by the steward or Union representative to the Superintendent within five (5) working days after the response of the custodial/maintenance supervisor or his designated representative. The Superintendent will set up a meeting to discuss the grievance within five (5) working days. Within three (3) working days after such meeting, the Superintendent shall give his answer in writing to the steward with a copy to the Union President.
- STEP 4. If a grievance is still unsettled, it may be submitted within ten (10) days after the date of the Superintendent's answer, to the Board with a copy to the Superintendent. The Board will hear the grievance within fifteen (15) working days or no later than its next regularly scheduled meeting and will give its answer in writing after such meeting.

STEP 5. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Board, by written notice to the other, invoke the mediation procedures of Section 7, Act 336 of the Public Acts of 1947 as amended of Michigan and Section 10, 11 of Act 176 of the Public Acts of 1939, as amended of Michigan.

STEP 6. If the union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitrations. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor shall he entertain or make any award on any grievance relative to changes in salary schedules, Board rules, regulations and policies. Both parties agree to be bound by the award of the arbitrator.

D. The fees and expenses of the arbitrator shall be shared equally by the parties.

E. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

F. If an individual employee has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure.

9. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would have earned at the regular rate.

10. DISCHARGE AND DISCIPLINE

A. After the probationary period, an employee may be suspended up to five (5) days by the custodial/maintenance supervisor with the approval of the Superintendent only after adequate written notice of violation has been submitted to said employee (1) oral warning with steward present, (2) written warning with steward present, for the following reasons:

1. Inefficiency or inability to perform normally assigned tasks.
2. Insubordination.
3. Excessive tardiness or absence.
4. Personal unfitness for position.

B. In cases of immorality, intoxication on job, conviction on a felony charge, or emotional instability, an employee may be discharged immediately.

C. If an employee has been suspended for cause, it shall be without pay. When reinstated, he shall receive his usual pay rate from time of reinstatement. Payment shall not be retroactive to date of suspension unless suspension was unwarranted.

D. 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 shift steward of the discharge or discipline.

E. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the shift and the employer will make available an area where he may do so before he is required to leave the property of the employer. Except that in cases of immorality or intoxication on the job said employee shall leave the property immediately.

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

F. Appeal of Discharge or Discipline.

Should the discharge 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.

11. SENIORITY Probationary Employees

A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) day probationary period shall be accumulated within not more than 120 calendar days. When an employee finishes the probationary period, by accumulating ninety (90) days of employment within not more than 120 calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

C. Seniority shall be on a School District-wide basis, in accordance with the employee's last date of hire.

12. SENIORITY LISTS

- A. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- C. The employer will keep the seniority list up to date at all times and will provide the stewards with up-to-date copies at least semi-annually.

13. LOSS OF SENIORITY

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

- A. He quits.
- B. He is discharged and the discharge is not reversed through the grievance procedure.
- C. He is absent for three (3) consecutive working days without notifying the employer. In proper cases, exceptions shall be made by the employer. After such absence, the Employer will send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If he does not return to work when recalled from lay off as set forth in the recall procedure. In proper cases, exceptions shall be made by the employer.
- E. Return from sick leave and leaves of absence will be treated the same as (C) above.

14. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the employer and the Council and/or International Union. They shall be approved or rejected within a period of thirty (30) days following the date they are filed by the Local Union.

15. LAYOFF DEFINED

A. The word "layoff" means a reduction in the working force due to a decrease of work.

B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a School District-wide basis. Seniority employees will be laid off according to seniority as defined in Section 12 C. In proper cases exceptions may be made.

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

16. RECALL PROCEDURE

A. When working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 12 C. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered quit. Extension will be granted by the employer in proper cases.

17. TRANSFERS

A. If an employee is temporarily transferred to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

B. The employer shall have the right to transfer employees from one building to another whenever it is in the best interest of the operation, except that employees will not be demoted or lose seniority rights as a result of such transfer. Should the affected employees object to said transfer, he shall do so through the grievance procedure.

18. PROMOTIONS

A. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in each school. Applicants shall apply within the seven (7) days posting period. The senior qualified employee applying for the promotion shall be granted a ninety (90) day trial period to determine:

- (1) Employee's desire to remain on the job.
- (2) Employee's ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for the denial shall be given to such employee in writing upon request.

B. (1) During the ninety (90) day trial period, the employee shall have the right to revert back to their former job.

if the employee proves unsatisfactory during the trial period, notice and reasons shall be submitted in writing to the Union and the employees. If the reasons are not satisfactory to the Union, the matter may be subject to the grievance procedure.

C. (1) Employees who fail to pass the trial period shall be returned to their former jobs at their former rate of pay.

(2) An employee who is promoted during his probationary period shall be considered to have satisfactorily completed his probationary period in the classification from which he had been promoted.

D. (1) Temporary transfers under promotions shall be limited to ninety (90) days.

(2) During the trial period, employees shall receive the rate of the job they are performing.

E. Filling temporary vacancies.

Employees qualified and required to work in a higher classification for five (5) working days or more shall be paid the rate of the higher classification for the entire period.

19. LEAVE OF ABSENCE

A. Leaves of absence for periods not to exceed one year may be granted by the employer without loss of seniority for good cause, and such leave may be extended for like cause.

B. A leave of absence may be granted for the following reasons:

1. Illness after sick leave expires
2. Maternity
3. Military Service
4. Appointment or election to a position with the Council

and/or the International Union.

C. All leaves of absence shall be without pay except sick leave.

D. An employee desiring to return to work from leave of absence shall provide a five (5) day written notice to the office of the superintendent.

E. Probationary employees shall not qualify for leaves of absence.

20. FUNERAL LEAVE

A. If a death occurs among members of an employee's immediate family or household, the employee may be granted up to three (3) days leave with pay.

B. Definition of Immediate Family: The immediate family is defined as husband, wife, son, daughter, brother, sister, son-in-law, daughter-in-law, or the father or mother of either employee or wife. Additional leave may be granted in special cases subject to the approval of the Superintendent, but additional leave shall be charged to sick leave.

C. If a death occurs among the relatives of an employee, the employee may be granted one day's leave with pay.

D. Definition of Relatives: The relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law and sister-in-law.

E. Employees who wish to attend the funeral of a fellow employee or former employee may do so but without pay. Employees who serve as pallbearers at a funeral of a fellow employee will be paid during the time they must be off the job, such absence not to exceed one (1) day.

21. LEAVE FOR UNION BUSINESS

A. Members of the union elected to a local union office or selected by the Union to attend classes which take them from their employment may upon approval of the employer be granted a temporary leave of absence not to exceed ten (10) working days per year.

B. Requests for such leave shall be made by the Union in writing and it is understood that any leave granted shall be without pay.

C. It is also understood that no more than one (1) local Union member shall be granted leave of absence for union business at any one time.

22. PAY ADVANCE

A. If a regular pay day falls during the employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check one (1) month before leaving, if he desires to receive it in advance.

B. If an employee is laid off or retires, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

C. Rate During Vacation: Employees will be paid their current rate of regular work day while on vacation and will receive credit for any benefits provided for in this Agreement.

23. UNION BULLETIN BOARDS

A. The employer will provide bulletin boards in each building which may be used by the Union for posting notices, etc.. Bulletin boards will be located in either the incinerator or boiler room.

24. USE OF SCHOOL FACILITIES

A. Upon written request of the day steward, the Union and its members shall have the right to use school building facilities at all reasonable hours, not to include regular working hours, for union meetings provided prior approval is secured from building principals and the custodial/maintenance supervisor.

25. WORKING HOURS

A. The normal work week shall consist of forty (40) hours.

B. The first shift shall be from 7:00 a.m. to 3:30 p.m. with a half hour off for lunch and a ten (10) minute coffee break in the a.m..

C. The second shift shall be from 3:30 p.m. to 11:30 p.m. with a half hour paid for lunch and a ten (10) minute coffee break.

D. The third shift, if necessary, shall begin at 11:30 p.m. and end at 7:30 a.m. with a half hour paid for lunch and a ten (10) minute coffee break.

E. All custodial/maintenance employees may be assigned to any of the above shifts (however, seniority employees shall bid on vacant shifts with seniority being the determining factor.)

F. A minimum of four (4) hours will be given as "call in" pay provided employee completes assignment.

26. OVERTIME

A. Overtime will be paid at the rate of time and one-half for over eight (8) hours in any day or forty (40) hours in any week. Doubletime will be paid for any work on the 7th day of the work week or on Sunday.

B. Overtime will be posted on bulletin board and will be equalized within buildings whenever possible.

27. TEMPORARY EMPLOYEES

A. With respect to the hiring of temporary employees, their employment will be considered as an emergency need and in most cases for the summer only. However, in no case will the period of employment for these employees exceed ninety (90) consecutive days.

B. Wage rates of temporary employees shall not exceed those of regular employees.

28. STUDENT EMPLOYMENT

A. The employer shall have the right to employ students provided no regular employee is deprived of his work.

29. CLASSES

A. Personnel who are required by the school to attend classes during the time other than their regular working hours shall be paid their regular rate.

30. RETIREMENT

A. An employee who reaches the age of sixty-five (65) on or before June 30th of the year shall retire on that date. The employer reserves the right to retire employees before their sixty-fifth (65th) birthday, if in its judgment such action would best serve the interest of the children of the District.

B. All employees scheduled for retirement from regular employment during the fiscal year of their sixty-fifth (65th) birthday may continue employment on an annual basis with the recommendation of his immediate supervisor and the superintendent.

31. MATERNITY LEAVE

A. Maternity leave shall be given to employees who have been employed a minimum of one (1) year.

B. Each employee who becomes pregnant shall begin her leave from the District no later than the seventh (7th) month of her pregnancy or the beginning of the semester, which ever comes first, and shall not begin a semester after the second month of pregnancy.

C. Responsibility of notifying the employer of pregnancy and for providing physicians certificate prior to seventh (7th) month of pregnancy rests with the employee. Any employee who fails to provide such a notice and/or certificate forfeits maternity leave privileges.

D. An employee will be eligible to return to an assignment at the beginning of a semester following the birth, if a vacancy exists at that time, provided that suitable medical evidence is presented that she is capable of performing her duties.

E. An employee may not be granted more than one (1) maternity leave in three (3) years.

32. HOSPITAL - MEDICAL INSURANCE

All custodial personnel shall be entitled to MEA Super Medical insurance through the Michigan Education Association as follows:

	<u>SUPER MEDICAL BENEFIT</u>	<u>TOTAL PER MONTH</u>	<u>TOTAL PER YEAR</u>
Single Person	12.00	12.00	144.00
Husband & Wife	24.15	24.15	289.80
Full Family	29.95	29.95	359.40

33. VACATIONS

A. Fulltime employees shall be granted one (1) week paid vacation after one (1) year of continuous service. After two (2) years of continuous service all fulltime employees shall be granted two (2) weeks paid vacation. Effective July 1, 1968 all employees with seven (7) or more years continuous service shall be granted three (3) weeks paid vacation.

B. Vacations will be granted during the period June 15th through September 1st considering both the wishes of employees and the efficient operation of the department concerned.

C. Vacations shall be taken in a period of consecutive days. Vacation may be split into one (1) or two (2) weeks, providing such scheduling does not interfere with the operation.

D. When a holiday observed by the school district falls on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

E. A vacation may not be postponed from one (1) year to another and made accumulative, but will be forfeited unless completed during the calendar year.

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

G. If an employee becomes seriously ill or injured while on vacation, requiring medical attention that incapacitates them for three (3) or more days, he may use sick leave for such illness or injury upon presentation of bonafide proof thereof, to the Superintendent, provided further that the employee or a member of the family shall notify the school district of such illness or injury not later than the second day of such illness or injury.

It is further provided that such employees shall have their vacation rescheduled. If the sickness or injury is more than five (5) days.

34. SICK LEAVE

A. Employees shall accumulate and be credited with sick leave with pay to be credited at the rate of one (1) day for each month of employment. Accumulation limited to one hundred - twenty (120) days.

B. Sick leave shall be available for use by custodial/maintenance employees for the following purposes:

1. Acute personal illness or incapacity over which the employee has no reasonable control.
2. Absence from work as a result of contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
3. Medical and dental extractions or treatment to the extent of time required to complete such appointments, providing such appointments cannot be made during non-working hours.
4. The following special provisions shall apply to absence because of illness in the immediate family. The immediate family shall be defined as: wife, husband, children, father, mother, brother, sister, father-in-law, mother-in-law, grandfather, grandmother of custodial/maintenance employee. The Superintendent may extend this definition upon special application for such extension in unusual cases:
 - a. Absence shall be considered as necessary only when no other arrangements for care are possible.
 - b. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the relative requiring care.
 - c. In all cases "other arrangements" are considered possible after the emergency.

C. All employees shall accumulate sick leave from the date they are hired. Probationary employees can accumulate sick leave, but cannot receive sick leave pay, funeral leave pay, or injury leave pay.

D. Employees who are laid off shall have credited to their sick leave any unused sick leave previously earned, effective at the time they are recalled.

E. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the School District have available any unused sick leave previously earned, provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

F. Any Employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

G. Employees on leave of absence without pay, on sick leave or injury leave, shall not accumulate sick leave during such period.

H. Employees may be requested to submit a statement of verification from the attending physician for sick leave absence of five (5) days or more.

I. Absences, caused by a personal injury arising out of and in the course of employment with the Flat Rock School District which entitles the injured custodial/maintenance employee to compensation under the provisions of the Workman's Compensation Act, shall not be charged against allowable sick leave. The School District shall supplement the Workman's Compensation check with an amount sufficient to maintain regular salary providing voucher of Workman's Compensation covering the period from the date of the injury to the expiration of the allowable days of absence are turned into the central administrative office of the School District.

35. JURY DUTY

A. The School District shall pay any employee who is called for jury duty, the difference between the amount paid by the jury and the regular amount paid the employee if either the employee or the Superintendent is unable to get the employee excused from this duty.

36. PHYSICAL EXAMINATIONS

A. Upon request of the employer for cause, the employee shall undergo a physical, psychological and/or psychiatric examination to determine the employee's physical, mental and emotional competencies. The employer may designate a licensed physician, psychologist and/or psychiatrist for these examinations and the expense of such examinations shall be borne by the School District.

B. An annual negative x-ray, or patch test for T.B. is required of all employees. Use of County Health Services is permissible. Employees shall not lose time or pay for such examination. The expense of the x-ray and/or patch test shall be paid by the Board of Education.

37. SPECIFIC DUTIES OF EMPLOYEES

A. Building Head

1. The head building maintenance/custodian is under the general direction of the custodial/maintenance supervisor, and the immediate direction of the principal.
2. The first duty of a custodian is to maintain a clean-shaven, presentable, personal appearance; to be courteous at all times, and be cheerful with teachers and pupils.
3. He shall see that the building and grounds are at all times maintained in a satisfactory condition for school use and occupancy.
4. Supervision: He shall have general supervision of the custodial staff on duty, assist and be directly responsible for the care, maintenance, protection, and preservation of the school building, including daily inspection of boiler during heating season, the contents thereof, and the grounds and sidewalks connected with the premises.
5. Damage on Account of Misconduct of Employees: He shall be held responsible for all damage done to the building, grounds, fences, and other school property, occasioned by his misconduct, carelessness, or neglect, or that of his assistants.
6. In the absence of the head custodian, a qualified member of his staff, as previously appointed by the head building custodian, shall act and perform his duties until he returns.
7. He and/or the head custodial/maintenance supervisor shall arrange to designate a night employee to be responsible for the proper securing of the building.
8. He is held responsible for securing the building, when no night employees are used and during vacation periods.
9. He shall keep the custodians in his building informed of all notices and special instructions which should be posted in a designated area.
10. He is responsible for the checking and inspection of school equipment and property to insure adequate function.
11. He is responsible to execute a fair share of housekeeping duties and minor repair as assigned by the custodial/maintenance supervisor.

B. Maintenance/Custodian

1. The maintenance/custodian is under the general direction of the custodial/maintenance supervisor, the immediate direction of the principal, and the local direction of the head building custodian.
2. He shall be careful to maintain a neat personal appearance, do the assigned duties well, and be cheerful and courteous at all times with the teaching staff and pupils in performing his duties.
3. He shall be qualified to properly perform the housekeeping work and maintenance repair work of the school in which he is employed, and such other duties as may be assigned to him by the head custodian of the building and the custodial/maintenance supervisor.
4. The maintenance/custodian is responsible for the condition of the building, the site, and the equipment, both stationary and movable. He must be ready for minor emergencies that come up occasionally, but his general duties are centered about these areas:
 - a. General safety, health, and comfort of the teachers and pupils.
 - b. Condition of the site with its apparatus, and the condition and state of repair of the building with its equipment.
 - c. Cleanliness of the building and orderliness of all apparatus and equipment.
 - d. Sanitation throughout the school plant.
 - e. Fire safety.
 - f. Proper operation of service systems - including heating, ventilating, lighting, water, and sewage.
 - g. Proper storage of all materials.
 - h. Prevention of damage by water, wear, and abuse.
 - i. Care and maintenance of all cleaning equipment.

C. CUSTODIAN

1. The custodian is under the general direction of the custodial/maintenance supervisor, the immediate direction of the principal, and the local direction of the head building custodian.
2. He/She shall be careful to maintain a neat personal appearance, do the assigned duties well, and be cheerful and courteous at all times with the teaching staff and pupils in performing his/her duties.
3. He/She shall be qualified to properly perform the housekeeping work of the school in which he/she is employed, and such other duties as may be assigned to him/her by the head custodian of the building and the custodial/maintenance supervisor.
4. The custodian is responsible for the condition of the building, the site, and the equipment, both stationary and movable. He must be ready for minor emergencies that come up occasionally, but his/her general duties are centered about these areas:
 - a. General safety, health, and comfort of the teachers and pupils.
 - b. Cleanliness of the building and orderliness of all apparatus and equipment.
 - c. Sanitation throughout the school plant.
 - d. Fire safety.
 - e. Prevention of damage by water, wear, and abuse.
 - f. Care of all cleaning equipment.

38. SCHOOL DISTRICT'S RIGHTS

A. The School District retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes an express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the School District shall have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent herewith.

39. HOLIDAYS

A. Paid holidays are designated as follows:

- (1) One-half Day before New Year's Day
- (2) New Year's Day
- (3) Good Friday
- (4) Memorial Day
- (5) Fourth of July
- (6) Labor Day
- (7) Thanksgiving Day
- (8) Day after Thanksgiving
- (9) One-half Day before Christmas Day
- (10) Christmas Day

Employees will be paid their current rate for said holidays.

B. When any of the holidays listed in Paragraph A, this section, occur on a non-scheduled work day (weekend), each employee shall be granted a compensatory day. The compensatory day shall not interfere with the normal operation of the educational program in the school district. The superintendent of schools shall determine when compensatory days shall be taken. Ample notice of this determination shall be given all employees.

C. To qualify for holiday pay the employee must work the scheduled work day before and after the holiday.

40. GENERAL PROVISIONS

A. Any employee unable to report to work because of severe weather conditions shall be paid for the day. Those employees who do manage to report to work shall have a compensatory day awarded, to be used at a later date.

B. The School District shall furnish each employee three (3) sets of uniforms annually at \$36.00 per year per employee for the purchase and maintenance of same. The employees shall agree to purchase perma press uniforms of the same color (men) to be paid at beginning of fiscal school year. Women employees working during school hours shall wear dress uniforms. Those working after school hours may elect to wear dress uniforms or slacks.

41. WAGESForty Hour Week

	<u>Custodian</u>	<u>Maintenance/Custodian</u>	<u>Head Custodian</u>
Start	\$ 2.75	\$ 2.80	\$ 3.25
Three Months	2.85	3.00	3.35
Second year	2.95	3.15	3.45
Third Year	3.05	3.25	3.55

42. TERMINATION

This Agreement, with the exception of Article #41, WAGES, which will be re-negotiated prior to July 1, 1970, shall remain in full force and effect until midnight, June 30, 1971 and shall thereafter be continued in full force and effect from year to year after June 30, 1971 unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice, a conference shall be arranged for within thirty (30) days. This provision shall not be interpreted to require a meeting prior to sixty (60) days before the expiration date of this Agreement.

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 referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

IN WITNESS WHEREOF the parties have caused this instrument to be executed on the date referred to above.

FLAT ROCK COMMUNITY SCHOOLS

President

Secretary

METROPOLITAN COUNCIL NO. 23,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO AND ITS LOCAL UNION
NO. 571

By _____

By _____

By _____