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AGREEMENT
BETWEEN
THE ADRIAN PUBLIC SCHOOLS
HEREINAFTER REFERRED TO AS THE "BOARD"

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL #574, 547A, 547B AND 547C, AFL-CIO
HEREINAFTER REFERRED TO AS THE "UNION"

JULY 1, 1992 - JUNE 30, 1995

MAINTENANCE AND CUSTODIAL EMPLOYEES

Adrian Public Schools

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining, and to establish standards to wages, hours, and other terms and conditions of employment.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP, CHECK-OFF

I. Union Recognition

- a. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.
- b. The term "Employee" as used herein shall include all employees within the classification as listed in Schedule A of this Agreement.

II. Agency Shop

- a. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within ninety (90) calendar days of the effective date of this provision or within ninety (90) calendar days of their hire by the Board, whichever is later, become members, or in the alternative, shall within ninety (90) calendar days of their hire by the Board, as a condition of employment, pay to the Union a service charge to be determined by the union.
- b. An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or fees.
- c. The Board shall be notified in writing, by the Union, of any employee who is sixty (60) calendar days in arrears in payment of membership dues (or fees). Upon receipt of notification from the Union that an employee is sixty (60) calendar days in arrears of payment or membership dues or service fees, the Board shall notify the employee that unless the dues or service fees are paid within ten (10) calendar days, the employee will be terminated on the

eleventh (11th) day.

- d. The Board agrees that upon hiring any new employee who is covered by this Agreement to send a written memo advising the Chief Steward of the name and date of hiring of the new employee.
- e. The Board agrees, as does the Union, that either party shall have the right to reopen negotiations pertaining to Agency Shop, when the laws applicable thereto have been changed, by giving the other party thirty (30) calendar days written notice.
- f. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Board pursuant to this Article and further agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Union.
- g. The Union shall indemnify and save the Board and each individual Board member any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board in complying with this Article, or in reliance upon claims by the Union that an employee must be discharged because they are not a member of the Union in good standing, or that the employee has failed to pay the service fee described in "A", "B", and "C", of this section.
- h. Excluded from the bargaining unit are part-time employees, substitute employees, student employees, administrators and all other employees.
- i. "Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid), including vacation, and during the period of time required to post and fill vacancies.

III. Check-Off

- a. The Board shall deduct the Union dues or service fee from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month following that month in which said deductions were made, together with a listing of each employee, with the amount that is deducted each month; provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made.
- b. Such dues and service fees, as and when deducted, shall be accounted for separately within the General Fund, and shall be forwarded to the Union forthwith.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

- I. The Board on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, and without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing.
 - a. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during their work day.
 - b. To hire all employees, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
 - c. To determine work load, hours of employment, and duties, responsibilities, and assignments of employees covered under the contract.
 - d. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation, restructuring, or closing of offices, departments, divisions, or subdivisions, building or other facilities.
 - e. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials, supplies, and use of equipment or facilities.
- II. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the constitutional laws of the State of Michigan, and the constitutional laws of the United States.
- III. The Board of Education has the right to change its policies, including those policies which affect the wages, fringe benefits, other terms and conditions of employment, if such changes do not conflict with the express terms of this Agreement.

ARTICLE IV

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principle involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

ARTICLE V

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said visitation shall not disrupt orderly operations.

ARTICLE VI

STEWARDS

- I. The employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose name shall be furnished in writing to the Board by the Union.
- II. The Chief Steward shall have the right to leave his/her building to investigate a potential grievance(s) and to attend grievance hearings after receiving approval from his/her supervisor(s) of a need to leave the building. Upon his/her return from his/her absence, the Chief Steward shall complete the Steward Information card and return it within two (2) days to the Director of Buildings and Grounds.
- III. During the Chief Steward's term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of shift preference, layoff and recall only, provided the Chief Steward is qualified to perform the work required and is actively employed by the district. Upon termination of the Chief Steward's term, the Chief Steward shall be returned to their regular seniority status.

ARTICLE VII

SAFETY PRACTICES

- I. The Board will take reasonable measures in order to prevent or eliminate any present or potential job or safety hazards which the employees may encounter at their places of work, in accordance with the provisions of applicable law.
- II. The employee will notify the Board in writing, of any such job hazard, as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee or the public.
- III. Investigation of the alleged unsafe condition by the Board will be made by the Administrator. He may, if deemed necessary, request help in the investigation from the Director of Buildings and Grounds or his designate. The Director of Buildings and Grounds or his designate, when requested by the Union, will investigate the matter and render a ruling. The Union may request a further investigation to be conducted by a committee composed of the Director of Buildings and Grounds or his designate, a representative of the Union, the supervisor or supervisors originally involved, a member of the Central Office staff, and, if requested, a local authority in safety standards. If the matter is still in dispute after the committee finding, an immediate ruling is to be sought from the Bureau of Safety and Regulations, Department of Labor. This ruling is binding on all parties. If said ruling cannot be secured from the appropriate state agency within ten (10) calendar days, the matter will proceed to Step Four (C) in the grievance procedure.
- IV. Employees recognizes their responsibility to comply with all applicable health and safety regulations that have been given to them in writing, and futher, recognize that failure to comply with said rules and regulations will subject the employee to disciplinary action, including discharge.
- V. It shall not be the responsibility of the Maintenance and Custodial personnel to search for bombs as a result of a bomb threat.
- VI. A safety committee shall be comprised of the Assistant Director of Buildings and Grounds and three (3) members of the bargaining unit. This committee shall review all safety complaints and the Assistant Director of Buildings and Grounds will report all concerns to the Director of Buildings and Grounds for recommendation(s) to the Board.
- VII. The Board shall provide one (1) pair of approved (MIOSHA)

safety shoes for each employee every year. The employee shall be required to wear these shoes while performing his/her assigned duties for the Adrian Public Schools. The Board shall allow a maximum of \$100.00 per year for members of the regular grounds crew/maintenance department for this purchase. All other members are entitled to a maximum of \$85.00 per year for this purchase. The safety committee shall designate the supplier and style of shoe to be worn. Employees with extenuating circumstances shall meet with the Director of Buildings and Grounds, or designate, to review the situation for resolution.

ARTICLE VIII

JURISDICTION

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement except for the purposes of instructional training, experimentation, or in cases of emergency, but the Director of Buildings and Grounds or his designate, may perform such duties which they have normally performed and which have been set forth in job descriptions furnished by the Board to the Union. This provision shall not infringe upon the right of the Board to contract or subcontract as specified under the provisions of Article IX of this Agreement.

ARTICLE IX

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, nor shall contracting or subcontracting result in the reduction of the present work force as outlined in Appendix A, nor in the event of expansion of and/or additional facilities shall contracting be used in place of work performed under this Agreement.

ARTICLE X

SENIORITY

- I. A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment, except as herein provided. If at any time prior to completion of the ninety (90) calendar days probationary period the employee's work performance is unsatisfactory, the employee will be subject to immediate dismissal.
- II. Newly hired employees who complete the ninety (90) days probation period during the summer recess must serve an additional thirty (30) days probationary period in his/her regular job assignment at the base rate of pay for the assigned classification.

- III. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire, with the exception of the hospitalization insurance benefit which must be applied for by the employee no later than the thirty-first (31st) calendar day of employment.
- IV. If a layoff occurs for any reason and probationary employees are employed in those classifications where layoffs shall occur, they shall be the first to be laid off.
- V. Nonprobationary employees shall be laid off and recalled according to their seniority in classification. An employee on scheduled layoff shall have the right to displace a lesser seniority employee in the same classification or any employee with less seniority in any lower classification, provided the senior employee is qualified to hold the position occupied by the lesser seniority employee.

When a non-probationary employee is laid off, a bid meeting shall be held with all lesser seniored employees in the laid off employees classification and all lesser seniored employees in lower classifications.

The most seniored laid off employee shall make his/her choice of positions first. The next affected/displaced higher seniored employee shall then make his/her choice of positions from those positions he/she is most seniored and qualified to hold. The process continues until all bids/choices are completed by the displaced employee(s). If an employee fails to attend the bid meeting, he/she shall forfeit all bid rights of this day. In extenuating circumstances, such as major illness/hospitalization, the employee may agree to have a fellow employee represent him/her at the bid meeting.

Once the bids are completed during the bid meeting, the employee will be expected to begin his/her new position on the Monday following the bid meeting.

Should the employee's job performance be deemed unsatisfactory by the administration, he/she shall be assigned the least seniored position in the district. The position vacated due to this reassignment shall then be treated as a vacancy and Article XI shall be adhered to.

The employee will not have the option to return to his/her previous position if he/she is unhappy with the position.

- VI. The Board shall not be required to recall any probationary employee who is laid off.
- VII. An employee will lose their seniority for the following reasons:
 - a. The employee resigns in writing
 - b. The employee is discharged for cause, and not reinstated

- through the grievance procedure
- c. The employee fails to report to work within seven (7) calendar days following written call back notification.

- VIII. Seniority shall be frozen at the time a bargaining unit member leaves the bargaining unit to transfer to a supervisory position. The employee shall have the right to return to the bargaining unit at the same seniority that he/she transferred out of the bargaining unit in the Custodial classification.
- IX. On or about July 1st each year, an agreed to seniority list shall be made available to each building in which the employees covered by this Agreement work. Such list shall contain each employee's name, date of hire, current location and classification. The seniority date of employees hired on the same date shall be determined alphabetically by surname.

ARTICLE XI

PROMOTIONS AND TRANSFERS

I. Vacancies and New Positions

- a. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within fourteen (14) calendar days from the date of vacancy. Employees shall be given five (5) work day time in which to make application to fill the vacancy or new position. The senior employee making application shall be promoted to fill the vacancy or new position, provided the employee has the qualifications to perform the duties of the job involved. The employee whose bid to fill the vacancy is approved must be available for duty in the open position within thirty (30) calendar days after the specified starting date.
- b. A newly promoted employee shall serve a probationary period of sixty (60) calendar days in the open position. The newly promoted employee shall immediately receive the base rate for the new classification. During the time period that the employee is serving the sixty (60) calendar days probationary period, the Board shall provide the probationary employee with written biweekly evaluations as to the employee's work performance.
- c. During the probationary period the employee may, at any time, return to their former position, or, in the event the employee's work performance is unsatisfactory to the Board, the employee shall be returned to their former position.
- d. An employee promoted to a Building Engineer position shall serve a probationary period of sixty (60) calendar days in the open position. The newly promoted employee shall immediately receive the base rate for the new classification. If the employee shows continued improvement during the sixty (60) day probationary period, but does not meet the levels of

competence to perform the required duties by the conclusion of the probationary period, he/she shall be given an additional sixty (60) days in the open position. If the employee continues to show significant improvement during the sixty (60) day probationary period, but does not reach the level of competence required to perform the expected duties, he/she may be given a final sixty (60) day period in the open position. Anytime during the entire probationary period, if the employee is found unsatisfactory to perform his/her expected duties, the supervisor will indicate so in a written evaluation, and return the employee to his previous position. During the entire probationary period, prior to the written bi-weekly evaluations by the Board, a written assessment by a CM-1 employee(s) and/or Building Head Custodian will be submitted to the Director of Building and Grounds. Following the receipt of the written assessment, the Board shall provide the probationary employee with a written evaluation as to the employee's work performance. Should the Board feel the probationary employee need additional assistance, the Director of Building and Grounds will make available appropriate training opportunities such as on-the-job-training sessions, workshops/schooling sessions, or other job related programs.

II. Transfers

- a. Transfers shall be defined as bids by employees to assume the duties of a classification which pays the same, or less than, the bidder's present classification. Any employee who bids to transfer must remain in that position through the remainder of the school year in which the employee transfers to the open position, provided the employee must be able to perform the duties of the job involved, and be able to begin the duties within thirty (30) calendar days following award of the bid, and provided the employee possesses the required qualifications. An employee has the right to bid on an open position, if the classification pays higher than his/her present position.
- b. A newly transferred employee shall serve a sixty (60) calendar day probationary period. During the period the Board may, if the work of the employee is unsatisfactory, return the employee to their former position. The transferred employee shall receive the base rate of pay for the position, as of the date that the employee transfers to the open position. During the time period that the employee is serving the sixty (60) calendar days probationary period, the Board shall provide the probationary employee with written biweekly evaluations as to the employee's work performance.

An employee newly promoted to the C-M2 Classification will be required to:

1. Complete a skills evaluation approved by the Education Committee to determine aptitude and where further training is needed.

2. Earn satisfactory ratings on work performance reports.
3. Successfully complete course(s) approved by the Education Committee. This committee consists of the Director of Buildings and Grounds and a union representative. In the event that the committee cannot agree on a class selection, the decision shall be made by the Director of Buildings and Grounds.

A newly promoted employee to the C-M2 Classification shall serve a probationary period in the open position. The promoted employee shall receive the base rate for the new classification immediately. During the probationary period the administration shall provide the employee with written biweekly performance evaluations for the first thirty (30) day period, and on a monthly basis for the remainder of the probationary period. As part of the performance evaluation process, the probationary employee shall be expected to enroll in a job related course(s) approved by the Education Committee. The probationary employee must successfully complete the course(s) with an average or above average rating/score/grade. The employee shall be reimbursed for 100% of the registration/tuition fees upon successful completion of the course(s).

- c. It is recognized that newly created positions and vacancies may occur during the summer recess period. This circumstance shall not preclude the necessity to serve a sixty (60) calendar day probationary period in the classification. These vacancies and newly created positions will be posted and filled at the time of occurrence, and the employee appointed to the classification will not bid on any other job following acceptance of his bid. The beginning probationary date for newly created positions and vacancies which occur during the summer recess shall coincide with the date on which the regular school year assignment begins. In general, this date will be during the fourth (4th) week in August.
- d. The Board's posted vacancy notice shall contain the following:
 1. Type of work
 2. Place of work
 3. Starting date
 4. Rate of pay
 5. Hours to be worked
 6. Classification
 7. Qualifications
 8. Date of bid posting
 9. Date of bid closing
 10. Time of bid closing

III. Temporary Transfers

- a. Any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred, or the

rate of the position to which the employee is transferred, whichever is higher. If a C-M2, C-M3, C-M4 employee becomes state certified in a specific skill area within our C-M1 classification and assumes that position temporarily during a Leave of Absence, personal absence, etc., he/she will receive the C-M1 pay rate during that period he/she assumes the duties.

- b. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted for bidding from interested employees.
- c. When a head position is vacant within a building due to a scheduled time off, an employee within the building shall have the option to be transferred to fill that position and paid the rate of that position. If an employee voluntarily accepts this position, he/she will not qualify for overtime provisions on the initial day during this position.
- d. When an employee is absent from a position for more than thirty (30) calendar days due to a leave of absence, that position shall be posted as a temporary vacancy. The employee who fills the position shall return to their former position upon the return of the regular employee.

ARTICLE XII

NEW JOBS

- I. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question and shall designate the classification and pay rate as temporary. The Board shall notify the Union of any such temporary job which has been placed into effect upon the institution of such job.
- II. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a

permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become part of Schedule A of the Agreement.

ARTICLE XIII

DISCIPLINE-DISCHARGE

- I. Dismissal, suspension, and/or any other disciplinary action must be for just and stated causes, which shall be given to the employee in writing, within five (5) working days from the time the employer has made the employee aware of the incident. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the Union. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:
 - a. Unauthorized or excessive absence from work
 - b. Commitment or conviction of any criminal act
 - c. Conduct or attitude unbecoming any employee in the public service
 - d. Disorderly or immoral conduct
 - e. Insubordination or willful violation of Board's agreed upon rules
 - f. Bringing intoxicants or controlled substances (Controlled Substances Act) into, or consuming intoxicants or controlled substances on any school property, or reporting for work under the influence of intoxicating liquor or controlled substances
 - g. Willful neglect of duty or incompetence in performing assigned duties
 - h. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment
 - i. Deliberate falsification of records, time cards/reports
 - j. Failure to comply with written health and safety rules and regulations provided to the employee
- II. The Board agrees that discipline should be appropriate to the offense and the offender. The disciplinary scale ranges from a minimum of oral reprimands, to written reprimands, to suspension without pay, to the maximum measure of dismissal - discharge.

ARTICLE XIV

LEAVE OF ABSENCE

- I. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted any means of compensation from the Board, shall be granted a leave of

absence, which shall not exceed three (3) years, provided the employee promptly notifies the Board within two (2) weeks of such occurrence of the necessity therefore and, provided further that the employee supplies the Board with a certificate from a medical or osteopathic doctor of mutual choice of the necessity for such absence, and for the continuation of such absence when the same is requested by the Board.

- II. Leaves of absence may be granted for up to one (1) year, which may be extended upon approval by the Board, for physical or mental illness, prolonged serious illness in the immediate family, which includes husband, wife, children or parents.
- III. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- IV. Child Care Leave, without pay and sick leave accumulation, is available to employees up to a maximum of one (1) year, renewable at the discretion of the Board.
 - a. The employee will specify the beginning and ending date of the leave.
 - b. The employee will be required to remain on the agreed upon leave unless an early return or extension is approved by attending physician and agreed to by the Board.
 - c. In order to obtain a Child Care Leave, notification of pregnancy must be filed in writing with the Assistant Superintendent for Personnel, Labor Relations, and Public Relations four (4) months prior to the expected date of delivery, along with a written statement of pregnancy from her physician. At this time, the employee shall submit a written request for a Child Care Leave.
 - d. The employee shall be eligible to return from Child Care Leave upon filing a physician's statement that she is physically fit for full-time employment.
 - e. Failure to give notification of pregnancy four (4) months prior to due date shall result in suspension without pay for a reasonable period to be determined by the Assistant Superintendent for Personnel, Labor Relations, and Public Relations. Failure to return from an unextended or extended Child Care Leave will result in termination of employment.
 - f. An employee adopting a child may receive similar leave, which shall commence upon entry of an order terminating the rights of the natural parents by the Probate Court.
 - g. In lieu of the above provisions for unpaid maternity leave, a pregnant employee shall have the right, if she so desires, to receive sick leave benefits to the extent that her accumulated sick days permits, beginning at such time as she is no longer able to continue work, and is

physically incapacitated. It is expressly understood this shall not include normal child care, and the employee shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions will apply:

1. All pregnant employees shall notify the Assistant Superintendent for Personnel, Labor Relations, and Public Relations of pregnancy at least four (4) months prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Said notification shall be filed with the Assistant Superintendent for Personnel, Labor Relations, and Public Relations.
 2. The employee shall be required to furnish medical certification of her ability to perform her duties when requested by the Board, and said examination shall be at the Board's expense.
 3. To receive sick leave payments, the employee must perform all duties until physically disabled, as stipulated by her physician, and return to service as soon as she is physically able to perform all job duties, as certified by her physician.
- h. An employee who has been on an extended leave of absence or off work due to an injury/illness for over one (1) year, upon return to the bargaining unit will have the right to bump into the lowest seniored position, if qualified.
- V. The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- VI. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- VII. Any employee in the bargaining unit who is either elected or appointed to a full time position or office in the Union, whose duties require their absence from work, shall be granted a leave of absence for a minimum of three (3) years, but shall not exceed a period of time equal to one-half (1/2) the total years of seniority accumulated by said employee at the time the employee secures their leave of absence. Said leave may be extended by mutual agreement between the parties.

- VIII. All requests for leave of absence shall be presented in writing to the Assistant Superintendent for Personnel, Labor Relations, and Public Relations stating the reason for the request and the length of leave requested, plus the date when the employee shall return to work. A copy of the written leave of absence shall be maintained by the Board, a copy furnished to the employee, and a copy given to the Chief Steward.
- IX. An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and the employee shall accumulate seniority during their leave of absence, and the employee shall be entitled to resume their regular seniority status, and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board. In the event that the employee would fail to return to work within said period of time, as hereinbefore defined, then said employee shall be considered to have quit their job, and they shall be removed from the seniority list.
- X. An employee on leave of absence must notify the Assistant Superintendent for Personnel, Labor Relations, and Public Relations of the employee's intention to return to regular employment status by no later than thirty (30) calendar days prior to the date that the employee originally specified as the termination date for the leave. If the employee fails to so notify the Assistant Superintendent for Personnel, Labor Relations, and Public Relations, the employee will be considered to have abandoned their position, and the position will be considered vacant.

ARTICLE XV

GRIEVANCE PROCEDURE

I. Definitions

- a. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- b. The time elements in the steps can be shortened or extended by written mutual agreement between the parties.
- c. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- d. The failure of the Union to appeal a decision in writing to the next highest step level of the Grievance Procedure within the time limits prescribed in the Grievance Procedure, shall constitute a withdrawal of the grievance, and shall bar further action on the grievance, and shall resolve the grievance based on the answer given by the

administrator at the previous step level of the Grievance Procedure. The failure of an administrator, at any step level of the Grievance Procedure, to communicate the decision on the grievance in writing to the Union, within the prescribed time limits set forth in that step level of the Grievance Procedure, shall require that the relief requested by the Union be granted.

- e. Any employee grievance or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date that it is reasonable to assume that the employee or the Union, as the case may be, first became fully aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.
- f. Immediate Supervisor, for all employees shall be defined as the Director of Buildings and Grounds or his designee.
- g. Immediate Supervisor for the transportation mechanics shall be defined as the Director of Transportation.

II. Step One

- a. Any employee alleging a grievance shall discuss the grievance with their immediate supervisor and the Chief Steward.
- b. If the Union Steward/Grievant desires to continue processing the grievance, he/she shall:
 - 1. Sign the grievance;
 - 2. Deliver it to the Director of Buildings and Grounds within two (2) working days following the date of the meeting with the Grievance Committee.

III. Step Two

- a. The Chief Steward and the grievant shall meet with the Director of Buildings and Grounds to discuss the grievance within two (2) working days of its written submission to him.
- b. The Director of Buildings and Grounds shall give his decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Chief Steward.

IV. Step Three

- a. Any appeal of a decision rendered by the Director of Buildings and Grounds shall be presented in writing to the Superintendent of Schools within five (5) working days from

the date of the receipt of the Director of Buildings and Grounds' written decision.

- b. The appeal shall be in writing and state the reason why the decision of the Director of Buildings and Grounds was not satisfactory.
- c. The Superintendent of Schools or his designate shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following the date of the receipt of the appeal.
- d. The Superintendent of Schools shall give a decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Business Representative of the Union.

V. Step Four

- a. If the decision of the Superintendent of Schools or his designate is unsatisfactory, an appeal must be presented in writing within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools to the Board of Education.
- b. The written appeal must state the reason or reasons why the Superintendent of Schools' decision was unsatisfactory.
- c. The Board of Education or a committee of the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to both parties, but no later than fifteen (15) calendar days from the date of the receipt of the appeal.
- d. The Board of education shall give a decision in writing relative to the grievance within five (5) working days of the date of the Business Representative's meeting with the Board of Education.

VI. Step Five - Arbitration

- a. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days, from the date of receipt of the answer given by the Board of Education, the grievance must be submitted to arbitration. If the parties cannot agree as to the selection of the arbitrator within five (5) working days from the date of written notification that arbitration will be pursued, he shall then be selected by the American Arbitration Association.
- b. The Arbitrator, the Union, or the Board may call any person as a witness in any arbitration hearing.
- c. Each party shall be responsible for the expenses of the

witnesses that they may call.

- d. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.
- e. The fees and expenses of the arbitrator shall be paid by the non-prevailing party, except in the event that the arbitrator does not make an award which clearly grants either party the decision on the arbitration award, the fees and expenses of the arbitrator then shall be shared equally between the parties.
- f. The arbitrator shall render his decision within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- g. The arbitrator shall have no powers to interpret state or federal law.
- h. The decision of the arbitrator shall be final and conclusive and binding upon all employees, the Board and the Union, subject to the right of the Board or Union to judicial review.

ARTICLE XVI

HOURS AND WORK WEEK

I. Work Week and Day

- a. The regularly scheduled work week shall consist of forty (40) hours beginning at 11:01 p.m. Sunday, and ending one hundred twenty and one-half (120 1/2) hours thereafter. Those employee(s) who work third shift which includes work hour(s) on Sunday shall not be eligible for overtime as cited under 2-c of Article XVI.
- b. The normal work day shall be eight and one-half (8 1/2) consecutive hours, which shall include a one-half (1/2) hour unpaid lunch period provided, that the second (2nd) and third (3rd) shift employees shall have a work day of eight (8) consecutive hours, which shall include a one-half (1/2) hour paid lunch period.

II. Overtime Rates Will be Paid as Follows

- a. Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period or all time worked in excess of forty (40) hours in one (1) week for which overtime has not already been earned.

- b. Time and one-half (1 1/2) will be paid for all hours worked on Saturday.
- c. Double time will be paid for all hours worked on Sunday.
- d. Employees on vacaton shall not be considered for overtime.

III. Call Back

Whenever an employee is required to return to work after the completion of their regularly scheduled working hours the employee shall receive pay for the actual time worked at time and one-half (1 1/2) their regular rate, or a minimum of three (3) hours pay at their straight time hourly rate, whichever is greater. When an employee returns to work on a call back they shall be allowed to leave upon the completion of the job they were called back to perform and be paid at time and one-half their regular rate for the time worked, or a minimum of three (3) hours pay at their straight time hourly rate, whichever is greater. Call back must be made by the Director/designate.

IV. Distribution of Overtime

- a. Overtime shall be divided and rotated as equally as possible within the building or the department (whichever is applicable) according to seniority and among those employees who regularly perform such work.
- b. When the Department Supervisor has more overtime within a building than he has employees, he will refer to the seniority list within that department, starting at the top of the list and working down on a rotation basis. The employee or employees called for the overtime, including both those who take overtime and those who for any reason fail to take the overtime, will go to the bottom of the list, and will not be called until their name comes up again. If the list of employees in his department is depleted, then the Supervisor will call the Director of Buildings and Grounds and indicate how many employees will be needed. The Director of Buildings and Grounds will then go to the master seniority list and call, by rotation, the number of employees the Department Supervisor has requested.
- c. It is recognized that certain overtime assignments require certain specialized skills; when such circumstance arises the Director of Buildings and Grounds or his designee will have the right to select the employee(s) who has such a skill for that specialized assignment. When this occurs, it will be the Department Supervisor's responsibility to balance the overtime opportunity with the employee who would have been in line for the overtime, if the employee had the specialized skill.
- d. The names of all employees expressing a desire to work scheduled football games will be placed on a seniority list

and rotated in the manner described in Section IV (B) above. It is understood that employees regularly assigned to second (2nd) or third (3rd) shift will not be assigned games played during the regular work week, Monday through Friday. An employee assigned to work a football game will be notified prior to 2:00 p.m. on the Wednesday prior to the game. Once the assignment has been made, the employee is deemed unavailable for any other overtime assignment which conflicts with the football assignment. In the event a scheduled game is cancelled the employee assigned shall remain at the top of the list and automatically assigned the next scheduled game. Failure of an employee to appear following acceptance of a football assignment may result in their deletion from the football seniority list.

V. Maintenance of Buildings

Notwithstanding the preceding provisions of Section IV, it is agreed that on a new installation, or a job that requires a work order and is overtime work, the Maintenance Department personnel have first choice based on seniority. If the overtime is refused by the Maintenance Personnel, the overtime would then go to the qualified employees within that building according to seniority.

VI. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of ten cents (\$0.10) per hour for all hours worked that day. Employees who are regularly scheduled to work between 12:00 midnight and 8:00 a.m. shall receive a premium of twenty cents (\$0.20) per hour for the eight (8) hours worked that day.

VII. Rest Periods

- a. Employees shall be entitled to one fifteen (15) minute rest period during the first four (4) hours of their working day, and one fifteen (15) minute rest period during the second four (4) hours of their working day. Said rest periods shall be taken in the building assigned, or in the vicinity of the employee's work, when approved by the employee's immediate supervisor.
- b. Grounds and Maintenance personnel may take their rest breaks at the nearest available facility. It being understood that the time away from the job shall not exceed fifteen (15) minutes. This provision is subject to review by the administration at six (6) month intervals during the life of this Agreement. The administration, provided it can document abuses, has the right to withdraw this provision for the balance of this Agreement. Withdrawal of this provision is not subject to the Grievance Procedure.

VIII. Lunch Periods

- a. A thirty (30) minute lunch period shall be arranged by the appropriate supervisor with the objective that said period shall normally occur in the middle of the employee's working day; provided, that said lunch periods may be staggered so efficient operation of the school.
- b. In the event that an employee is requested to change their regular working hours, other than for school recess periods (days when school is not in session), the employee shall be paid time and one-half (1 1/2) for all of the hours which may vary from their regular work schedule, unless the employee has been notified of the change by no less than two (2) working days of the intended change. Changes that result from this provision and Section II of this Article shall prevail. Nothing contained herein in this subsection shall be used to circumvent the proper payment of overtime.

IX. Maintenance Work

- a. Bargaining unit employees shall be allowed to work with the Maintenance employees instead of part-time or non-bargaining unit employees during the non-school session periods of the year.

X. Reporting Pay

- a. Any employee called to work or permitted to come to work without having properly been notified that there will be no work or who has not been notified and there is less than two (2) hours work, shall receive in such instances a minimum of two (2) hours pay at the proper overtime rate and work if required.

ARTICLE XVII

INSURANCE PROTECTION

I. Health Insurance

- a. The Board shall pay the cost of the premium for the coverage of hospitalization, drugs, dental, and vision for the employee and the employee's dependents which shall be substantially similar to the AFL-CIO Public Employees Trust 3 Star - M.E.B.S. coverage offered by the Board. The Union has the right to review the proposed health insurance coverage and, should it not be satisfied that the coverage is substantially similar, the parties will submit the insurance plan to a mutually agreed to independent insurance consultant, whose fee shall be paid by the parties equally and shall render an opinion regarding the coverage. The employee shall have the option to select an amount equal to the cost of the Board's single subscribers insurance coverage into a tax sheltered annuity if they do not wish to have the insurance coverage.

- b. Should the State Retirement Benefit Insurance Plan pay 85% of the health insurance premium coverage or more, the Board agrees to pay the difference.

II. Life Insurance

- a. The Board shall pay the total premium for a \$15,000.00 straight term life insurance policy for each employee covered by this Agreement.

III. Payment of Premiums

- a. For an employee who maintains their seniority on the seniority list and has been employed by the Board for a minimum of five (5) years, and is either placed on a paid or unpaid medical leave of absence, the Board shall continue to pay the hospitalization insurance premium for a period of up to one (1) year from the date that the employee is first placed on the medical leave of absence. In the event that the employee is injured on the job, the Board will continue to pay all applicable insurance premiums which are provided for under this Agreement.

ARTICLE XVIII

SICK LEAVE AND FUNERAL LEAVE

I. Sick Leave

- a. Each employee covered by this Agreement will be entitled to sick leave, accumulated in a single sick leave bank at the rate of one (1) day per month, with a maximum accumulation of two hundred (200) days.
- b. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury, or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee requires, due to sickness or injury, the care and attention of the employee. Immediate family is defined as a spouse, children, parents, grandparents, mother-in-law and father-in-law. In the case of the care or attention for convalescent purposes, a corroborating statement of the need may be requested by the Board from the physician of the patient. The call-in on sick leave will specify the specific reason for the sick leave and will be followed by a written statement of explanation upon return, if requested.
- c. Payment for accrued sick days at time of retirement, if the employee qualifies for retirement under the provisions of the Michigan Employment Retirement Act, shall be \$20.00 per day for each accumulated day of sick leave after ten (10)

years of service. Those employees who have been employed for twenty (20) or more years at time of retirement will receive \$25.00 per day for each accumulated day of sick leave.

- d. After ten (10) years of service, if an employee leaves the system, she/he shall receive \$20.00 per day for each accumulated day of sick leave up to one hundred (100) days. If an employee dies during her/his employment at Adrian Public Schools, their estate shall receive their accumulated sick leave as per the terms of the contract.
- e. Records of sick leave, accumulated and taken, shall be provided at least annually to the employee and the Union.
- f. An employee may use vacation days to apply to situations covered by the sick leave provisions of this Article, upon exhaustion of all allowable sick leave entitlement.
- g. Longevity Attendance Service Award shall be paid to qualified bargaining unit employees in accordance with the following stipulations:
 1. The employee must have been employed continuously within the bargaining unit for the past three (3) consecutive years or have a total of ten (10) years' experience in the Adrian Public Schools.
 2. Annual Longevity Attendance Awards will be paid to qualified employees in the first pay in December and such payment shall be considered as additional wages.
 3. Employees will be paid the following stipends for:
 - a. 0-1 Sick Leave or Business Days used during previous year - \$300.00
 - b. 1-2 Sick Leave or Business Days used during previous year - \$250.00
 - c. 3-4 Sick Leave or Business Days used during previous year - \$150.00

II. Funeral Leave

- a. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as spouse, children, parents, grandparents, mother and father-in-law, brothers, sisters, brothers and sister-in-law and grandchildren. Where a special relationship has been established by the employee with a blood relative, legal or natural guardian relationship, the employee shall be granted up to five (5) working days with pay for funeral leave. Additional time off, when required for such funeral, may be granted and such additional time shall be charged to the employee's allowable sick leave.
- b. Employees shall be granted up to one-half (1/2) day, with pay, to attend funerals of friends or relatives.

III. Personal Days

- a. Each employee covered by this Agreement shall be granted two (2) personal days per year with pay, not deductible from sick leave. However, prior arrangements are to be made for such days whenever possible. Unused personal days will be added to the employee's accumulative sick leave, in addition to their normal accumulative sick leave.
- b. Personal days shall not be used for the purpose of earning money.

IV. Layoff Pay

- a. Employees who are laid off for five (5) consecutive work days or more shall be entitled to pay to be determined as follows:
 1. Each employee shall receive credit for two (2) weeks for every full year worked, said year being determined on a twelve (12) month basis rather than a fiscal year basis.
 2. Employees shall be paid the difference between their regular pay and unemployment compensation received for each week of layoff, subject to a maximum draw of four hundred dollars (\$400.00). Said draw shall be subject to subsection 1 of this Section IV.
 3. One (1) and two (2) shall be applicable if the laid off employee has run out of unemployment and has not been rehired or has not found other work.

ARTICLE XIX

VACATIONS

- I. For the purpose of determining vacation eligibility, the employee shall receive vacation time with pay based on the employee's total years of service as of July 1st of each year according to the following schedule:
 - a. One (1) year of service - five (5) working days
 - b. Two (2) years of service - ten (10) working days
 - c. Five (5) years of service - fifteen (15) working days
 - d. Ten (10) years of service - twenty (20) working days
 - e. Fifteen (15) years of service - twenty-five (25) working days
- II. A newly hired employee shall receive prorated vacation allowance which is earned from their date of hire until the first (1st) of July following their date of hire. Every year thereafter the employee shall earn their vacation time as of July 1 of each year, which shall be based on the employee's

year of hire as opposed to the year the employee is due to be granted vacation time for each year.

- III. Vacation days are earned on a monthly basis, based on attendance. For the purpose of determining monthly eligibility, the following are excluded:
- a. Days absent, but the employee is paid sick leave for the day
 - b. Funeral Leave
 - c. Personal Days
 - d. Paid Holidays
 - e. Worker's Compensation days which are paid by the Board
- IV. If an employee is injured while gainfully employed by other than the Board, no sick leave will be paid by the Board, and all such days of absence will be counted as regularly scheduled work days missed for the purpose of determining vacation eligibility.
- V. The following formula shall apply to each month of the fiscal year:
- a. Two (2) days absenteeism, not covered by the above, would result in no penalty of the employee's vacation entitlement for that month.
 - b. Three (3) days absenteeism, not covered by the above, would result in the loss of one-half (1/2) of the employee's vacation entitlement for that month up to one (1) full day, by applying the formula stated below:
 - c. Four (4) days absenteeism, not covered by the above, would result in the loss of one-half (1/2) of the employee's vacation entitlement for that month up to one (1) full day, by applying the formula stated below:
 - d. Five (5) days absenteeism, not covered by the above, would result in no vacation earned for that month.
- VI. To compute the vacation days lost by the employee when the employee suffers a one-half (1/2) lost vacation for the given month, it would be done in the following manner:
- a. Determine the number of days per month that the employee is entitled to receive, based on his years of service.
 - b. Multiply the figures in number 1 by fifty percent (50%) or (.5).
 - c. Round off the resulting number to whole and half days by the following formula:

1. .0 - .2 = no days
2. .3 - .7 = one-half day
3. .8 - 1.0 = whole day

- VII. Employees terminating employment or on a leave of absence shall receive their prorated vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between July 1st and their termination date.
- VIII. All vacations must be approved by the Director of Buildings and Grounds. Request for vacations must be submitted at least five (5) work days in advance, except in case of an emergency. (Letter of Clarification issued September 22, 1983.)
- IX. Any employee may use vacation days to apply to situations covered by the Sick Leave provisions in Article XVIII, upon exhaustion of all allowable Sick Leave entitlements.

ARTICLE XX

HOLIDAYS

- I. The Board will pay the normal day's pay for the following holidays even though no work is performed by the employee:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day Following Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Labor Day	First Working Day After Christmas
Good Friday*	

*Employee will have a full day holiday if school is not in session. If school is in session a half (1/2) day, the employee will work the half (1/2) day and be paid for eight (8) hours. If school is scheduled for the full day, the employee will work eight (8) hours at regular pay.

If the holiday falls on Saturday, the preceding Friday will be the scheduled holiday and if the holiday falls on Sunday, the following Monday will be the holiday.

- II. Employees required to work on any of the above named holidays shall receive double time for all hours worked in addition to the regular holiday work schedule.
- III. In the event that the employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday, or the employee shall receive their normal day's pay for the holiday. In the event that the employee is on Sick Leave on any of the above named holidays, the employee shall not have that day charged

against their allowable earned Sick Leave.

- IV. An employee off sick on a holiday or the day before a holiday may be required to submit medical proof of illness to receive holiday pay.
- V. In the event that the scheduled holiday falls on a weekend, the employee shall be given either a Friday or Monday off with pay on either date prior to or after the holiday, which would be scheduled by the Board.

ARTICLE XXI

BENEFITS

It is agreed between the parties that any employee who regularly works less than eight (8) hours daily in their established classification, and is covered by this Agreement, the employee shall be entitled to a prorate portion of all of the benefits as provided under this Agreement, based on the hours the employee works for the Board.

ARTICLE XXII

TOOL INSURANCE COVERAGE

The Board shall pay the premium required to provide a one hundred dollar (\$100.00) deductible insurance policy with a maximum of eight thousand (\$8,000.00) coverage for tools owned by the Vehicle Mechanic, Mechanic, or any CMI employee, and used in the course of work performed for the Board. It is understood that the tools will be insured only while on the Board's premises or at the work locations designated by the Board. It shall be the responsibility of the employee to provide an annual inventory of the tools owned by the employee and covered by the Board.

ARTICLE XXIII

INCLEMENT WEATHER DAYS

In the event that the school district is closed on a school session day, due to severe weather or other emergency, the employees covered by this Agreement shall not normally be expected to report to work. Those required to report shall be granted compensatory days off to be used at a time(s) mutually agreeable with the employee and his/her immediate supervisor.

ARTICLE XXIV

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service (unless the employee works their full shift). It is recognized that employees serving as jurors may be dismissed at irregular times. If dismissal occurs less than four (4) hours following the beginning of the employee's regular shift, the employee shall be required to report for work within a reasonable period of time following the dismissal, and work the remainder of their shift. If dismissal occurs after four (4) hours, the employee is not required to report. Employees who are subpoenaed to appear in court during their regular shift shall be paid for such time they are in court less any compensation received for such appearance. Employees scheduled to work second (2nd) or third (3rd) shift who are selected for jury duty shall be assigned to first (1st) shift on the days they are required to report to jury duty. The employee shall notify the Director of Buildings and Grounds, or his designate, upon their selection for duty.

ARTICLE XXV

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXVII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- I. No Agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto and the same has been ratified by the Union and the Board.
- II. The Waiver of any breach or condition of this Agreement by

either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

- III. If any Article or Section of this Agreement, or any Supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVIII

TERMINATION AND MODIFICATION

- I. This Agreement shall continue in full force and effect until June 30, 1995.
- II. If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- III. If either party desires to modify or change this Agreement, it shall be ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. 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.
- IV. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, The International Union of Operating engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227, and if to the Board, addressed to Board of Education, Adrian Public Schools, 159 East Maumee Street, Adrian, Michigan 49221, or to any other such address the Union or the Board may make available to each other.
- V. The effective date of this Agreement is July 1, 1992.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

THE ADRIAN PUBLIC SCHOOLS

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, AFL-CIO

President

Business Manager

Superintendent

President

Recording-Corresponding Secretary

BASE SCALE

CUSTODIAL/MAINTENANCE WAGE SCALE 1992-95

	<u>July 1</u> <u>1992-93</u>	<u>July 1</u> <u>1993-94</u>	<u>July 1</u> <u>1994-95</u>
C-M1 Certified Maintenance Vehicle Mechanic *	\$16.09	To Be Negotiated	
<u>C-M2</u> Maintenance Head Groundskeeper High School 1st shift Head Custodian Mechanic	\$13.26	To Be Negotiated	
<u>C-M3</u> Head Custodians Groundskeeper Head Shipping & Receiving Pool Operators	\$13.15	To Be Negotiated	
<u>C-M4</u> Custodians Asst. Shipping & Receiving	\$12.93	To Be Negotiated	

* Must be State licensed/certified in order to receive CM1 pay rate.

NEW HIRE SCALE

CUSTODIAL/MAINTENANCE WAGE SCALE 1992-95

- I. Each new employee hired after July 1, 1992 shall serve a three (3) year probationary salary period.
 - a. In the first year of employment the employee will receive \$3.00 less per hour than the regular base wage scale listed on page 31.
 - b. In the second year of employment the employee will receive \$2.00 less per hour than the regular base wage scale listed on page 31.
 - c. In the third year of employment the employee will receive \$1.00 less per hour than the regular base wage scale listed on page 31.

SCHEDULE "B"

LONGEVITY PAY

All employees shall be paid longevity according to the following schedule, based on the employee's total seniority with the Board, and shall be paid on the anniversary date of the employee and added to their base rate of pay:

5 years of service + \$.10
10 years of service + \$.15
15 years of service + \$.15
20 years of service + \$.20
25 years of service + \$.20
30 years of service + \$.20

APPENDIX "A"

OVERTIME WAIVER

It is hereby agreed between the parties hereto that the Union hereby waives jurisdiction in regard to overtime assignments for the following:

- a. Student Senate Projects
- b. Community School Programs
- c. Neighborhood Youth Corps Students
- d. P.T.A. Sponsored Groups
- e. Dads-Fans Club

This waiver is subject to the following guidelines and stipulations:

- a. Each of the above mentioned groups shall furnish the Building Principal, the Head Custodian and Building Engineer with the name, or names, of the person or persons responsible for the activity. Additional required information shall include the date and time the group will be using the building and the area of the building which will be used.
- b. It shall be the responsibility of the group to restore the areas used to their proper condition and return all equipment and materials to assigned storage areas.
- c. Those designated responsible for the activity shall assure that the building entrances are secure.
- d. In the event that the group does not comply with items "B" and "C", the custodian shall report noncompliance to the Building Principal. The Building Principal and the Custodial Supervisor, or the Director of Buildings and Grounds, shall make a determination relative to the assignment of overtime.
- e. Repeated noncompliance with items "B" and "C" by any group may result in the recommendation of the Building Principal that the group be denied permission to use his building's facilities.
- f. Both parties agree that in the event either desires to terminate or modify this Letter of Agreement, a thirty (30) calendar day written notice shall be furnished the other party. This notice shall be conveyed by certified letter and contain that party's concerns and desires.

APPENDIX "B"

PART-TIME AND SUBSTITUTE EMPLOYEES

- I. Part-time employees may be temporarily assigned only during the following time periods:
 1. Christmas Break
 2. Spring Break
 3. May 1 - September 15

- II. Substitute employees may be assigned to work during any employee's absence throughout the year. Substitutes are not to be assigned to the head positions unless waived by the available custodian in the building.

September 22, 1983

LETTER OF CLARIFICATION

1982-85 Contractual Agreement

Article XIX - Vacations

H. All vacations must be approved by the Director of Building and grounds or his designee. Request for vacations must be submitted at least five (5) work days in advance, except in case of an emergency.

The present administrative philosophy regarding Article XIX-Vacations, item H, is as follows:

1. The administration's aim is to maintain a consistent work force throughout the school year.
2. The administration shall try to accomodate all requests for vacation as completely as possible while maintaining item #1.
3. In situations where extenuating circumstances exist, and the vacation has been denied by the Director of Building and Grounds, the employee may request these circumstances be re-evaluated by the Assistant Superintendent in charge of Personnel.
4. The administration recommends when an employee is considering a vacation request, he/she contacts the Director of Building and Grounds as soon as possible so the administration can prepare work schedules accordingly.
5. Vacations will be granted on a first come-first serve basis. If multiple request are received simultaneously, the approval will be determined on seniority basis.