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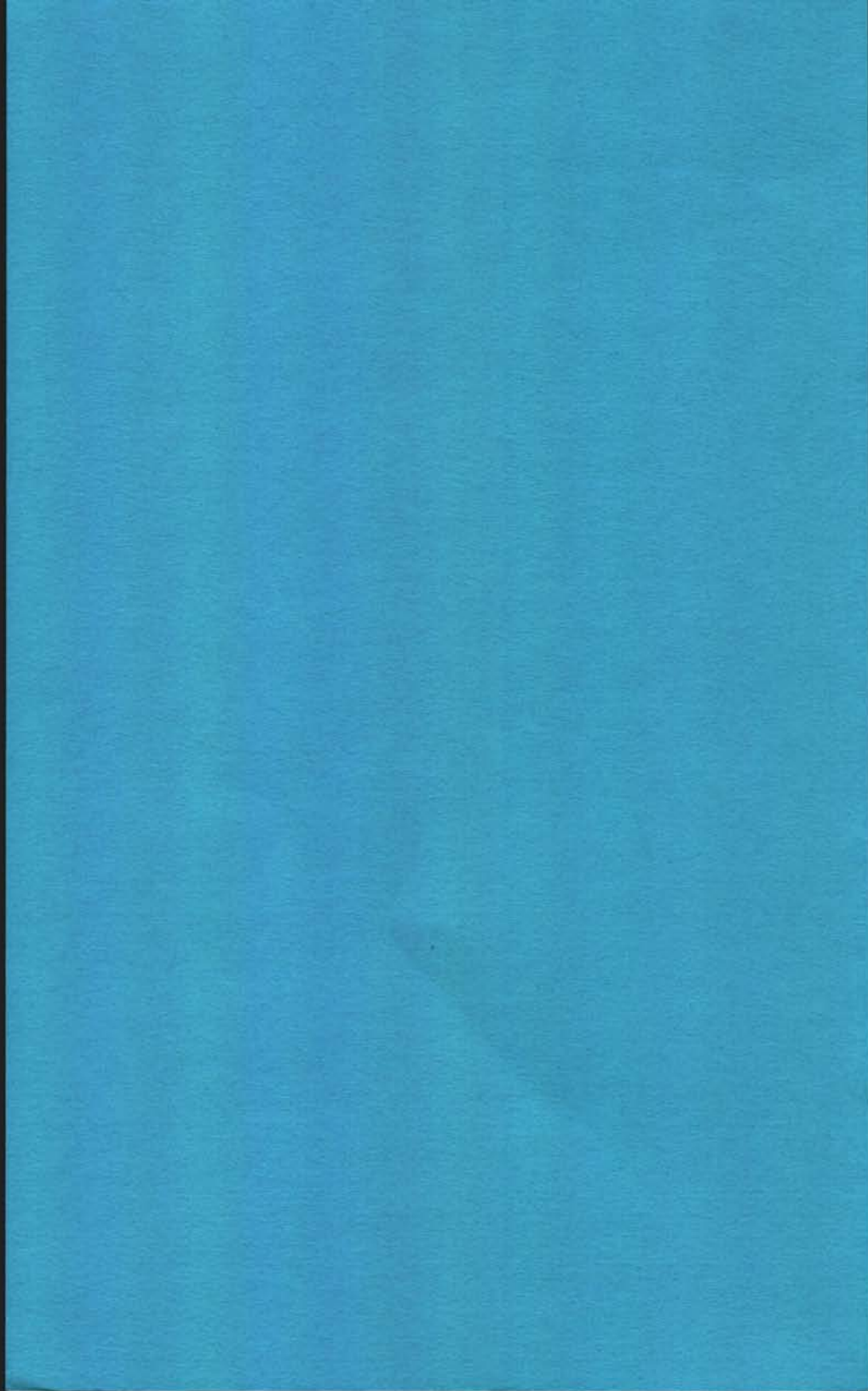
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**COLLECTIVE
BARGAINING AGREEMENT**
between the
**MOUNT CLEMENS
BOARD OF EDUCATION**
and
LOCAL 873
of **MICHIGAN AFSCME COUNCIL**
NO. 25

March 20, 1995 to June 30, 1997

Mount Clemens Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



I N D E X

ARTICLE		PAGE
I	PURPOSE	1
II	BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES ...	1
III	UNION REPRESENTATION	2
IV	THE SUPERINTENDENT OF SCHOOLS	2
V	UNION DUES AND INITIATION FEES	3
VI	UNION SECURITY	3
VII	STEWARDS AND ALTERNATIVE STEWARDS	4
VIII	GRIEVANCE PROCEDURE	4
IX	COMPUTATION OF BACK WAGES	6
X	SENIORITY	7
XI	CHANGE OF STATUS	9
XII	JOB OPENINGS	10
XIII	TEMPORARY EMPLOYEES	11
XIV	CLASSIFICATION	11
XV	WORKING HOURS	13
XVI	OVERTIME	13
XVII	PREMIUM PAY AND CALL-IN TIME	14
XVIII	VACATIONS	16
XIX	HOLIDAYS	17
XX	PAID LEAVES OF ABSENCE: SICK LEAVE, FUNERAL LEAVE, BUSINESS LEAVE	18

ARTICLE	PAGE
XXI UNPAID LEAVES OF ABSENCE	20
XXII INSURANCE	21
XXIII WORKERS' COMPENSATION	23
XXIV BULLETIN BOARDS	23
XXV SAFETY COMMITTEE	24
XXVI SPECIAL CONFERENCES	24
XXVII RETIREMENT	24
XXVIII SUPPLEMENTAL AGREEMENTS	25
XXIX WAGE RATES	26
XXX LONGEVITY	32
XXXI SAVINGS CLAUSE	32
XXXII SAFETY MATERIALS AND UNIFORMS	32
XXXIII SUBCONTRACTING	34
XXXIV SUBSTITUTES	34
XXXV DISCIPLINARY ACTION	34
XXXVI TERMINATION AND MODIFICATION	37
XXXVII DURATION	38
 APPENDICES	
A LETTER OF UNDERSTANDING (RE: AIDES)	39
B LETTER OF UNDERSTANDING (RE: GRANDPARENTED AIDES) . . .	41

ARTICLE I -- PURPOSE

- A. The purpose of this contract is to assure adequate and dependable aide, cafeteria, custodial, maintenance, monitor, paraprofessional and security services to the Mount Clemens Community School District; to provide reasonable working conditions; to protect the interest of the public, the employees, and the Board of Education; and to determine working hours and wage rates.

ARTICLE II -- BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. Both parties to this agreement recognized that because of limitations which apply, and for sound business practices in the operation of the schools, the Board of Education has the responsibility of limiting expenditures to reasonably anticipated revenues.
- B. The Board of Education and the Union agree that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in respect to the execution of their duties and responsibilities insofar as it is not in conflict with this agreement.
 - 2. To hire all employees, and, subject to the provisions of the law and this agreement, to determine their qualifications, and the conditions of their continued employment or their dismissal or demotion.

- C. 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 of and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent that it is not inconsistent with the provisions of this Agreement or violative of law. The Board agrees, however, to negotiate any changes in personnel policies related to hours, wages, and working conditions of employees.

ARTICLE III -- UNION REPRESENTATION

- A. The Board of Education recognizes Local 873 of American Federation of State, County and Municipal Employees affiliated with Michigan Council No. 25 as the sole and exclusive bargaining representative in all matters prescribed by state law for all non-instructional personnel, excluding substitutes, noon aides, crossing guards, office clerical personnel and supervisors as defined by Act 379, Public Acts of 1965. The following are recognized as supervisors:
 - 1. Facility Manager
 - 2. Director of Food Services

ARTICLE IV -- THE SUPERINTENDENT OF SCHOOLS

- A. The Superintendent of Schools, as the executive office employed by the Board of Education and who is by Michigan law charged with the responsibility of supervision and direction of work of the staff and assisting the Board of Education in all matters pertaining to the welfare of the schools, shall be the channel through which negotiations are conducted shall act as liaison between the Board of Education and employees and/or employee organizations. Whenever the term Superintendent is used in this contract, it shall mean the person holding that title or any person he/she may delegate the responsibility referred to in the contract. The Superintendent will make known to the Union in writing the person who is to serve as his/her representative.

ARTICLE V -- UNION DUES AND INITIATION FEES

- A. The Board of Education agrees to deduct membership dues levied in accordance with the constitution and by-laws of the Union from the pay of each member who executes or has executed an authorization for check-off dues with the understanding the deduction will continue through the life of this Agreement. This deduction shall be made from the first pay of the month and each month thereafter until the member shall cease to be subject to check-off deductions. The deductions for any calendar month shall be remitted to the designated financial officer of the local with a list of members for whom a deduction has been made as soon as possible after the date of the deduction.

ARTICLE VI -- UNION SECURITY

Agency Shop

- A. Each employee who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall do so with the understanding the deductions shall continue for the length of the contract.
- B. Any employee who is not a Union member and does not make application for membership within 30 days or at the end of their probationary period, whichever is later, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues, assessments, and initiation fee. Employees who fail to comply with the requirement shall be discharged by the employer.
- C. Employees shall be deemed to be members of the Union within the meaning of this section if they are members in good standing and no more than sixty (60) days in arrears in payment of membership dues.

- D. The employer, upon notice from the Union that an employee has not complied with the above provisions, will discharge the employee.
- E. The Council 25 and Local 873 accept the responsibility for any liability for back pay or fringe benefits in regard to the legality of the foregoing agency shop.

ARTICLE VII -- STEWARDS AND ALTERNATE STEWARDS

- A. The Union President shall be provided up to five (5) days of release time per year to conduct Union business. Requests to use days must be forwarded to the Personnel Office for approval.
- B. In the groups listed below, one steward will represent the employees who are currently working on that shift. During overtime periods, an alternate steward may be appointed by the Union President.
 - 1. Custodians, Adult Monitors
 - 2. Maintenance, Utility, Security
 - 3. Cafeteria Employees
 - 4. Aides
 - 5. Paraprofessionals
- C. The stewards, with advance notice to their immediate supervisor, during working hours, without loss of time or pay, may investigate and present grievances to the Board of Education. It will be the responsibility of the Union president to notify the Director of Personnel and Administrative Services of election or appointment of stewards or alternate stewards.

ARTICLE VIII -- GRIEVANCE PROCEDURE

- A. Any grievance (an alleged violation of a specific article or section of this Agreement) shall be settled in the following manner:

Step 1: Any employee having a grievance shall request within ten (10) working days of the occurrence of the alleged grievance, a meeting at the beginning or end of his/her shift with the school principal or immediate supervisor who will, if possible, be available within 24 hours. The employee shall have the right to Union representation at such a meeting.

If the grievance is not thereby disposed of, the Union shall submit a written grievance to the immediate supervisor within three (3) working days after the aforementioned meeting and the supervisor shall respond in writing within three (3) working days of receipt of written grievance.

Step 2: If the grievance is to be carried further it shall be submitted in writing to the department head within three (3) working days of receipt from the immediate supervisor. The department head shall make arrangements to meet with the steward, the chief steward and the grievant if necessary, within three (3) working days of receipt of grievance. The department head will respond in writing within three (3) working days after the aforementioned meeting.

Step 3: If the grievance remains unsettled, the local president shall submit in writing within three (3) working days of receipt of department head's response, the grievance to the Superintendent of Schools or his/her designated representative. The Superintendent shall arrange a meeting within three (3) working days of receipt of the grievance with the president, chief steward, steward, council or international representative and the grievant to try to resolve the grievance. The Superintendent shall answer the grievance in writing within three (3) working days after the aforementioned meeting.

Step 4: If the dispute still remains unresolved after completion of the foregoing procedure, the Union may submit the grievance within thirty (30) calendar days to final and binding arbitration under the rules of the American Arbitration Association of which a member shall act as administrator of the proceedings. The arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement, however, the parties agree that the arbitrator has the right to grant a monetary award, provided that such award is not retroactive more than ten (10) days prior to the date of the alleged grievance. Each party will bear full costs for its side of the arbitration and will pay one-half of the cost of the arbitrator.

- B. Grievances will be processed during the regular Board of Education working hours, and those employees involved in the grievance process will not lose time nor pay.
- C. All time limits of the grievance procedure will be adhered to and may be extended only upon mutual consent by both parties. If the Union fails to process the grievance to the next step, it will automatically be deemed settled at the last step and, if the Board fails to supply the Union with an answer within the time limits, it will automatically be positioned to the next step. Any time a supervisor is acting in more than one step of the grievance, the grievance shall be automatically moved to the next step.
- D. Disciplinary reports, letter or reprimand, or other records of disciplinary action shall be expunged from an employee's personnel record after three (3) years.

ARTICLE IX -- COMPUTATION OF BACK WAGES

- A. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, unless overtime was involved.

ARTICLE X -- SENIORITY

A. Seniority shall not be affected by race, religion, color, national origin, gender, age, marital status, or disability of the employee.

1. The Board of Education will keep an up-to-date seniority list and provide a copy to the Union in January and July of each contract year. An employee shall lose his/her seniority if: he/she quits, retires, is discharged, does not return to work after a lay-off or leave of absence within seven (7) days after notification is mailed from the central office.

2. a. 2080 hours - one (1) year credit
b. Less than 2080 hours - number of scheduled days times number of scheduled hours divided by 2080 = percent of credit to nearest month (paid holidays that fall within the employee's work year will be used in computing hours toward seniority)

B. A new employee will be classified in a probationary status for a period of 75 calendar days. Thirty (30) days of the above probation period must be served between the dates of September 16 and June 15. If at the end of this period he/she is retained as a regular employee, his/her seniority and fringe benefits shall be calculated from the first day of employment. The school administrator will notify, in writing, the local president when an employee has completed his/her probationary period.

C. Lay-off

In the event of the reduction in the work force, the following procedure will be used:

1. Probationary and temporary employees will be laid off first.
2. The least senior employees shall be removed from the affected classification.

3. Any employee laid off, job eliminated, or involuntarily transferred may exercise their total district-wide seniority to bump into an equal or lower classification for which they are qualified. The determination of the qualification for a position shall rest with the Board of Education. Union officers (President, Vice-President, Secretary, Treasurer), three Executive Board members, the Chief Steward and seven (7) stewards shall be given preferential seniority and shall be continued at work as long as there is work for which they are qualified. A listing of the people who fill the officers' and stewards' positions will be provided to the Personnel Office July 1 of each year and updated whenever any changes occur.

D. Recall

Laid-off employees shall be recalled in the inverse order of the lay-off, the most senior employees shall be recalled to the first opening for which they are qualified. An employee who was laid off from a full-time position would have the right to refuse an opening that was less than full-time without penalty. Refusal to return will constitute termination of employment from the School District. If an employee has bumped down in classification due to a lay-off and an opening occurs in that classification, the employee will be restored to his/her original classification. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Personnel Office, and shall require the employee to report to work within seven (7) days after the date of notification being mailed from the Personnel Office.

E. Transfers and Promotions Out of the Bargaining Unit

An employee who transfers or who is promoted to a position under the employer not included in the bargaining unit shall have his/her accumulated seniority frozen as of the day he/she leaves the unit. In the event he/she return to the bargaining unit, he/she shall replace the employee with the lowest seniority in the classification that the employee was in before he/she left the unit and exercise his/her bargaining unit seniority from then on.

Those employees who leave the bargaining unit but still remain employees of the Board of Education and who re-enter the bargaining unit shall have total years of service with the Board of Education counted as the basis in determining salary placement and fringe benefits.

ARTICLE XI -- CHANGE OF STATUS

A. Definitions:

Promotion	assignment of an employee to a position with a higher pay scale
Demotion	assignment of an employee to a position with a lower pay scale
Transfer	assignment of an employee to another position having the same pay scale
Discharge	removal of an employee from payroll
Suspension	temporary removal of an employee from payroll
Lay-off	reduction of working force due to decrease of work or financial ability to maintain staff members

B. Notice of change of status or elimination of a position will be posted on the bulletin board of the building affected and written notice given to the employee involved.

C. Notice of demotion, lay-off, suspension or discharge will be given in writing to the employee at the time of such demotion, layoff, suspension, or discharge. In the event the Union does not find acceptable a change of status involving employees in the bargaining unit, the Union shall have the right to submit the matter into the grievance procedure at the fourth step.

- D. Any employee who shall be temporarily assigned to a higher classification will be paid at the rate of the higher classification. These vacancies will be filled by the senior qualified employee.
- E. If an hourly employee is promoted to a salary position, the employee shall be granted up to two (2) years credit on the wage scale, provided that the employee has already reached the second step and the employee has met the qualifications as described in the posting and is most qualified. Where two or more employees are most qualified, seniority in the district shall be the determining factor. Qualifications shall be determined by the Board of Education.

Further, placement of personnel on other than the second step, shall be determined by the Board of Education.
- F. Both parties also agree that any employee who is promoted to a new classification will serve a thirty (30)-day trial period on the job in that new classification. Any employee not satisfactorily completing the trial period will return to their previous position and classification and, if necessary, bump the least senior person in that classification.

XII -- JOB OPENINGS

- A. Any new jobs, vacancies, and promotions covered by this bargaining unit shall be posted for a period of seven (7) working days for bargaining unit members to apply and shall be filled within five (5) working days after the expiration date of the posting if a qualified person within the bargaining unit is available to fill the position. The position will be awarded to the eligible employee who meets the qualifications as posted and where two or more employees are relatively equal, seniority in the District shall prevail.
- B. Copies of the posting will be sent to the employees at their work location during the school year. During the summer recess, such notices will be posted with Union only, and sent to individuals who have expressed an interest in a position which may be created or

become vacant during the summer. Such notification must be renewed yearly.

Any disagreement resulting from the above procedure may be submitted into the grievance procedure at the third step.

- C. The determination of the qualification of an employee for a position shall rest with the Board of Education.
- D. The Union President will be notified within ten (10) working days, in writing, of the names of all successful bidders for openings.
- E. Any employee who is successful in the bidding process may revert to his/her original position if he/she so desires, up until the time his/her original position is filled by another employee in the bargaining unit or new employee.

ARTICLE XIII -- TEMPORARY EMPLOYEES

- A. The hiring of temporary employees will be at the sole discretion of the administration, after the following procedure is implemented. All temporary assignments shall be posted for three (3) days. These vacancies will be filled by the senior qualified employee who applies for the position. Such employees must meet the minimum qualifications as posted, for the position.
 - 1. Temporary assignments are open to all part-time and school-year bargaining unit employees first.
 - 2. Temporary assignments shall not exceed a period longer than ninety (90) calendar days.

ARTICLE XIV -- CLASSIFICATION

- A. Employees covered under this contract shall be classified as follows:

1. Custodial Leader
 2. Maintenance Leader
 3. Custodian
 4. Maintenance
 - a. Maintenance Engineer
 - b. Maintenance Painter
 - c. Maintenance Carpenter
 - d. Maintenance Mechanical
 - e. Maintenance Pool Operator
 5. Utility
 6. Utility Driver
 7. Security
 8. Adult Monitor
 9. Cafeteria
 - a. Head Cook
 - b. Assistant Cook
 - c. Helper
 10. Aides
 - a. Reading/Math Aide
 - b. Special Education Aide
 - c. Library Aide
 - d. Orthopedic Aide
 - e. Computer Aide
 - f. Latchkey/Child Care Aide
 - g. Classroom Aide
 11. Para-professional - An Associate degree or a minimum of two years of occupational experience will be required for this position.
- B. Other classification may be added as need is determined by the Board of Education, at which time wage rates and vacancies will be posted as provided in this contract.
- C. In the event the Union does not agree with the wage rate or classification, the Union shall have the right to submit the matter into the grievance procedure at the third step.

ARTICLE XV -- WORKING HOURS

- A. The regular work week for full-time employees will consist of five (5) consecutive days of eight (8) hours each, excluding Saturday and Sunday with the exception of Security whose scheduled days off will be considered as their Saturday and Sunday. Each employee will be scheduled to give the maximum benefit to his/her particular position. The regular full working day shall consist of eight (8) hours with 30 minutes off for lunch and ten minutes during the first and second half of his/her shift for a break time. Employees who receive a paid lunch period will be required to remain at their building during their lunch period unless they receive prior approval from their supervisor.
 - 1. Seniority
 - a. 2080 hours - one (1) year credit
 - b. Less than 2080 hours - number of scheduled days time number of scheduled hours divided by 2080 = percent of credit to nearest month (Paid holidays that fall within the employee's work year will be used in computing hours toward seniority.)
- B. Employees will be notified of their scheduled hours for the school year for fringe benefit computation in September of each year.

ARTICLE XVI -- OVERTIME

- A. All hours of work performed in excess of the regular eight (8) hours per day or on Saturdays will be paid at time and one-half on the basis of the employee's regular rate. Sunday and holidays will be paid at double-time on the basis of the employee's regular rate. Security scheduled days off will constitute Saturday and Sunday for purposes of overtime. Overtime will be equalized as much as possible on the following basis:
 - 1. within individual buildings
 - 2. within classification

- B. Records of overtime will be kept and be available for inspection. Regardless of the number of straight time hours worked, cafeteria employees will be paid time-and-one-half for all performed on other than school-related functions except on Sundays and holidays when they will be paid double-time for all hours worked.
- C. An availability list of persons interested in serving in an overtime capacity will be compiled prior to September 1 of each school year. Any person agreeing to work on an overtime basis and who fails to do so, or who fails to notify their immediate supervisor that they are unable to report for work, will be removed from the availability list for the remainder of that school year.
- D. The District may employ up to three (3) permanent Custodial Substitutes throughout the school year for the purpose of providing support during the absence of custodial support. Job duties and responsibilities assigned to substitutes must be within the realm of the Custodian classification.

During the summer months, any unit members desiring to work as Substitute Custodians may do so at the Substitute Custodian rate.

ARTICLE XVII -- PREMIUM PAY AND CALL-IN TIME

A. Premium Pay

- 1st shift -- Start work between 6:00 a.m. and 8:30 a.m. -- regular rate
- 2nd shift -- Start work between 2:15 p.m. and 4:45 p.m. -- \$225.00
- 3rd shift -- Start work between 10:30 p.m. and 1:00 a.m. -- \$275.00

Employees whose shift starts at a time other than those noted above will be paid at the shift rate of the closest starting time.

B. Call in-Time

Any employee called in to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half. Any employee called in must respond except for reason of illness or other extenuating circumstances. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call-in time rate of time and one-half until the start of the employee's regular shift.

C. Assignments of Shifts

Employees will be assigned a shift starting time at the beginning of school in September and will remain on that time schedule unless transferred to another shift, or different time arrangements are mutually agreed upon between the employee and the Board of Education.

D. Reporting during Inclement Weather

1. If schools are closed because of severe weather conditions and, unless otherwise notified, bargaining unit members, other than maintenance, security and utility workers will not report to work but will be compensated at their daily rate of pay.

If otherwise notified to report to work they will be given compensatory time off at the discretion of their immediate supervisor. Maintenance, security and utility workers who are able to report to work will receive compensatory time.

2. In the event schools are closed for inclement weather after employees have reported for work, employees will receive pay for their regular shift and it is understood that custodial personnel will be the last out of their building after they are properly secured.
3. Hourly employees will receive pay for scheduled days of student and/or teacher attendance that are canceled because of conditions not within the control of school authorities such as severe storms, fires, epidemics, or health conditions as defined

by City, County, Township, or State health authorities shall be rescheduled by the school district. Such rescheduling shall not affect, or otherwise require an adjustment of salary, compensation, or other benefits for hourly employees unless work days fall below one hundred-eighty (180) days of student instruction.

The school days shall be rescheduled by mutual agreement of the Superintendent and representatives of the affected union(s) only if the school district will fail to provide one hundred eighty (180) days of required instruction to the students.

ARTICLE XVIII -- VACATIONS

- A. An employee with six months to one year of service shall receive one week vacation.

0-6 months	no vacation
6 months-1 year	5 days
1 year - 4 years	10 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days

- B. Employees serving less than 12 months will receive payment in lieu of vacation on a pro-rated basis.
- C. Vacations will normally be taken during the period when school is not in session unless it can be otherwise arranged at no cost to the school district. Employees may also take their vacations during the Christmas and Easter recess with prior approval of the Administration. If an employee's vacation includes a paid holiday, he/she is entitled to an additional day.

- D. If an employee is ill and under the care of a licensed physician and provides a certificate to this effect, his/her vacation will be rescheduled or payment in lieu of vacation.
- E. Vacation eligibility will be determined on the basis of the years of seniority.
- F. Vacation Pay
 - 1. Full-time (12 month) employees - full vacation benefits
 - 2. Employed for less than 12 months - number of scheduled days times number of scheduled hours divided by 2080 = percent of benefit

ARTICLE XIX -- HOLIDAYS

- A. Employees will be entitled to the following days off without loss of pay:
 - Day before New Years Day
 - New Years Day
 - Martin Luther King Day
 - Good Friday
 - Monday after Easter
 - Memorial Day
 - Fourth of July
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Day before Christmas Day
 - Christmas Day
- B. If the holiday falls on a Saturday or Sunday, the day preceding or following will be considered a holiday and if an employee is required to work he/she will be paid at double his/her regular rate plus his/her holiday pay. If a holiday falls on Tuesday, Monday will be a day off without loss of pay.

- C. If a holiday falls on Thursday, Friday will be a day off without loss of pay. In the event school is in session on the above mentioned Mondays or Fridays they will be considered regular work days. All employees working less 12 months will receive the holidays that fall within the school year.

ARTICLE XX -- PAID LEAVES OF ABSENCE: Sick Leave, Funeral Leave, Business Leave

- A. Pay for leave time will be provided on an accumulative basis for the primary purpose of protecting an employee's income during periods of unavoidable absence. All absences must be reported to the appropriate supervisor.
- B. Each full-time employee will be provided with fourteen (14) leave days per year. For employees working less than full time (full time is defined as 40 hours per week, 2080 hours per year), leave time will be provided on a pro-rated basis depending upon hours worked per year. Employees hired after July 1 or severing employment before June 30 will receive pro-rated leave days. Leave days may be accumulated to a maximum of one hundred eighty (180) days.
- C. All absences must be reported to the appropriate supervisor. In absence for sickness five (5) working days or more, a physician's statement may be required before the employee's return to work. Paid leave absences that are charged to the employee's leave time are of two types--illness and/or bereavement in the immediate family and business leave.
 - 1. Illness
 - a. Personal illness of the employee
 - b. Serious illness in immediate family (father, mother, brother, sister, husband, wife, son, daughter, grandfather, grandmother, mother-in-law, father-in-law).

- c. Emergency medical or dental appointments - If this occurs during the time the employee is at work, it must be approved by the immediate supervisor or his/her designee.

2. Bereavement in the Immediate Family

- a. Death of a member of the immediate family. Special arrangements should be made with the personnel office if such absence must extend beyond a period of five (5) days. Further, if an employee has used all of their accumulated leave, and a death occurs in the immediate family, the employee will not have pay deducted for their absence; arrangement shall be made through the personnel office.

D. Business Leave

- 1. Three (3) days per year, pro-rated for less than full-time employees or employees who began employment after July 1 of the contract year, may be used for business leave. Business leave shall be allowed only for business which must be conducted during hours the employee is at work.
 - a. Medical and dental appointments must be approved three (3) days in advance. Requests for such leave must be forwarded on the appropriate form to the personnel office for approval. Whenever possible, employees will schedule such appointments during non-working hours.
 - b. Legal procedure
 - c. Moving
 - d. Obligation to immediate family

- e. Marriage of self or immediate family
 - f. Death of a friend
 - g. Act of God involving person or immediate family
 - h. Transportation difficulty
- E. One delegate elected or chosen from the local may, without loss of time or pay, attend an annual International Convention or a State Union Workshop, or a Council Convention.
- F. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.
- G. An employee absent for five (5) consecutive days without appropriate notice to his/her supervisor and without sufficient reason, shall be considered to have resigned his/her position.

ARTICLE XXI -- UNPAID LEAVES OF ABSENCE

- A. Leaves of absence for a period not to exceed one year will be granted without pay or loss of seniority for:
- 1. Illness to employee or prolonged illness in immediate family
 - 2. Maternity leave
 - 3. Serving in any elected position (public or union) or appointed position with Council or International Union

Such leaves may be extended at discretion of Board of Education.

- B. Return from leaves shall be contingent upon written notification to the Board of Education of intent to return no later than thirty (30) days preceding a return to work assignment. Reinstatement of an employee will be to the same position, or to a position of like nature

and status. An employee returning from a leave of absence may exercise their seniority in their classification to bump a lower senior employee in that classification.

ARTICLE XXII -- INSURANCE

- A. The Board of Education will provide medical and dental benefits to bargaining unit members as follows:
 - 1. Current Employees Qualifying For Medical Benefits
 - a. Regularly scheduled more than 1,600 hours
 - i. The Board of Education agrees to provide medical coverage similar to plan provided during 1993/94 that includes master medical and \$2.00 prescription co-pay. The Board shall provide dental insurance similar to plan provided during 1993/94 (80% of Class I, II, and III benefits to an annual maximum of \$800 per person). This coverage will be provided to the employee and their families, not including sponsored dependents.
 - b. Regularly scheduled 1,152 hours to 1,600 hours
 - i. The Board of Education agrees to provide medical coverage similar to the Blue Care Network plan provided to various employee groups during 1993/94. This coverage will be provided to the employee and their families, not including sponsored dependents.
 - 2. New Hires or Current Members Qualifying for Benefits after July 1, 1995
 - a. Regularly scheduled more than 1,600 hours

- i. The Board of Education agrees to provide medical coverage similar to the Blue Care Network plan provided to various employee groups during 1993/94. The Board shall provide dental insurance similar to plan provided during 1993/94 (80% of Class I, II and III benefits to an annual maximum of \$800 per person). This coverage will be provided to the employee and their families, not including sponsored dependents.
 - b. Regularly scheduled 1,152 hours to 1,600 hours
 - i. The Board of Education agrees to provide medical coverage similar to the Blue Care Network plan provided to various groups during 1993/94. This coverage will be provided to the employee only.
- 3. Employees opting not to take Board paid medical benefits shall have the option of a \$600 cash payment payable in June.
- 4. The Board reserves the right to change insurance carriers provided insurance coverage is comparable.
- B. The Board of Education will provide all employees in the bargaining unit with \$15,000 of term life insurance. The Board of Education will provide all employees who retire, at age 60 through the end of his/her 65th year of age, under the provisions of the Michigan Public School Employees Retirement Act, \$5,000 in term life insurance.
- C. The Board will provide a \$60.60 Co-op optical plan coverage for employees.
- D. Should a situation arise where an employee is without hospitalization medical coverage, he/she will be eligible to request insurance coverage under Article A, beginning first day of the month, providing all necessary forms are completed and turned into the business office. The annuity plan would, therefore, be discontinued if an employee opts back into Article A.

- E. The Board of Education will provide long-term disability insurance that will provide 66-2/3% of an employee's salary to a maximum of \$1,000.00 per month after 90 calendar days of disability or sickness.
- F. Insurance benefits will be maintained for 180 days after the individual employee has exhausted his/her sick days because of personal illness, or if the employee is receiving benefits under Workers' Compensation.

ARTICLE XXIII -- WORKERS' COMPENSATION

- A. Each employee will be covered by applicable Worker's Compensation laws and the Board of Education, when a person is eligible for compensation, will pay the difference between his/her compensation payments and the employee's regular weekly income until the dollar value of his/her accumulated sick leave is exhausted and any time employee is entitled to from Sick Leave Bank. The Board will then pay the difference between compensation payments and employee's regular income for a period of ninety (90) calendar days.
- B. When an employee is released from worker's compensation, he/she will be placed back into the position and building he/she had before the injury occurred, provided he/she is capable of working in that position.

ARTICLE XXIV -- BULLETIN BOARDS

- A. The Board of Education will provide a bulletin board in each building to be used by the Union for the posting of notices of the following types:
 - 1. Recreational and social events
 - 2. Notice of elections and results of election or meetings of the Local or International Union
 - 3. Notices governing work assignments

- B. They shall not be used to disseminate propaganda, the posting or distributing of political material or matters, or material that in any manner could be construed to be improper toward fellow employees.

ARTICLE XXV -- SAFETY COMMITTEE

- A. A safety committee composed of representatives of the Union and Board of Education is hereby established. The committee will be composed of the President and Chief Steward of the Union and the Assistant Superintendent for Business Services and Operations and Facilities Manager of the Board of Education. This committee will meet as necessary to consider any questions of safety in regard to employment in the Mount Clemens Community School District. Union representation shall attend these meetings without loss of time or pay.

ARTICLE XXVI -- SPECIAL CONFERENCES

- A. Special conferences for the discussion of matters which by mutual agreement are important enough to warrant such conferences will be arranged between two (2) representatives of the Board and two (2) representatives of Local 873.
- B. An agenda will be prepared by the party requesting the conference outlining the matter that has been agreed upon for discussion. It is expressly understood that no collective bargaining relating to this contract will take place at such conferences. The conferences will be held at other than working hours of Local representatives. This meeting may be attended by a representative of the Council or a representative of the International Union.

ARTICLE XXVII -- RETIREMENT

- A. All employees may retire in accordance with the conditions set forth in the State School Retirement Act. The Board of Education agrees

to pay the employees' State Retirement contribution to the State School Employee's Retirement Fund.

- B. The Board of Education, in appreciation for services to the school district, agrees to pay upon retirement a payment of \$50.00 per year of service, provided the employee has been an employee of the school district for at least ten (10) years and is eligible and has made application of Michigan School Employees' Retirement Benefits.
- C. Employees who have served ten years in the Mount Clemens Community School District as of July, 1994, will be eligible to receive the following severance incentive:
 - 1. Seventy percent (70%) of the individual's base pay for 1993/94 received in a lump sum paid either in September, 1995, or January, 1996.
 - 2. Notification is required by June 1, 1995, 4:00 p.m.
 - 3. As of the end of the day on June 30, 1995, the person will no longer be an employee of the district.
 - 4. All benefits will cease as of June 30, 1995.
 - 5. The employee will waive any and all legal and/or long-term disability insurance claims at the time they resign.

ARTICLE XXVIII -- SUPPLEMENTAL AGREEMENTS

- A. All supplemental agreements shall be subject to good faith negotiations between the Board of Education and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE XXIX -- WAGE RATES

Employees are advanced a step on the salary schedule based upon their years of service to the Mount Clemens Community School District.

- A. An employee hired for full-time employment up to and including December 31 of the current work year shall receive experience credit for one full year upon continued employment for the next succeeding work year.
- B. An employee hired for full-time employment on or after January 1 of the current work year and whose employment is continued on a full-time basis for the next succeeding work year, shall not receive any experience credit for the balance of the year of employment other than credit for successfully serving the probationary period.
- C. Seniority remains as addressed in Article X -- Seniority.
- D. Contract extended through 1996/97
 - 1. 1993/94 - 1% of salary received
 - a. Paid in lump sum first pay date following ratification by both parties, - 1% of salary received
 - b. Paid in lump sum September, 1995, (employed by district 9/1/95)
 - 2. 1994/95 - 2% of salary received paid in lump sum September, 1995, (employed by district 9/1/95)
 - 3. 1995-96 - 3% salary improvement (effective 7/1/95)
 - 4. 1996-97 - 3% salary improvement (effective 7/1/96)

Custodial Leader	\$1,000 over custodial maximum
Maintenance Leader	\$1,500 over maintenance maximum

WAGE RATES FOR CURRENT EMPLOYEES

1994/95

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Custodian	20,246	22,340	24,428
Maintenance	22,072	24,438	26,812
Utility/Security	20,246	22,340	24,428
Utility Driver	9.72	10.75	11.75
Adult Monitor	7.78	8.04	8.36
<u>Cafeteria</u>			
Head Cook	9.88	10.18	10.42
Assistant Cook	9.37	9.53	9.83
Kitchen Helper	7.78	8.04	8.36
<u>Aides</u>			
Reading/Math	7.26	7.94	8.60
Special Education	7.26	7.94	8.60
Library	7.26	7.94	8.60
Orthopedic	8.36	9.01	9.65
Computer	7.26	7.94	8.60
Classroom	7.26	7.94	8.60
Shop	7.26	7.94	8.60
Para-professional	9.72	10.75	11.75
<u>Latchkey/Child Care</u>			
Latchkey/Child Care Aide			7.26

WAGE RATES FOR CURRENT EMPLOYEES
1995/96

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Custodian	20,853	23,010	25,161
Maintenance	22,734	25,171	27,616
Utility/Security	20,853	23,010	25,161
Utility Driver	10.01	11.07	12.10
Adult Monitor	8.01	8.28	8.61

Cafeteria

Head Cook	10.18	10.49	10.73
Assistant Cook	9.65	9.82	10.12
Kitchen Helper	8.01	8.28	8.61

Aides

Reading/Math	7.48	8.18	8.86
Special Education	7.48	8.18	8.86
Library	7.48	8.18	8.86
Orthopedic	8.61	9.28	9.94
Computer	7.48	8.18	8.86
Classroom	7.48	8.18	8.18
Shop	7.48	8.18	8.86
Para-Professional	10.01	11.07	12.10

Latchkey/Child Care

Latchkey/Child Care Aide	7.26
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Lump sum payable in September, 1995, for all AFSCME members employed by the district as of September 1, 1995. Lump sum will equal 2% of total wages earned during 1993/94 and 1994/95 contract years.

WAGE RATES FOR CURRENT EMPLOYEES
1996/97

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Custodian	21,479	23,701	25,916
Maintenance	23,416	25,926	28,445
Utility/Security	21,479	23,701	25,916
Utility Driver	10.31	11.40	12.47
Adult Monitor	8.25	8.53	8.87
 <u>Cafeteria</u>			
Head Cook	10.48	10.80	11.05
Assistant Cook	9.94	10.11	10.43
Kitchen Helper	8.25	8.53	8.87
 <u>Aides</u>			
Reading/Math	7.70	8.42	9.12
Special Education	7.70	8.42	9.12
Library	7.70	8.42	9.12
Orthopedic	8.87	9.56	10.24
Computer	7.70	8.42	9.12
Classroom	7.70	8.42	9.12
Shop	7.70	8.42	9.12
Para-Professional	10.31	11.40	12.47
 <u>Latchkey/Child Care</u>			
Latchkey/Child Care Aide			7.26

WAGE RATES FOR NEW HIRES
1995/96

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Custodian	17,209	18,989	20,764
Maintenance	18,761	20,772	22,790
Utility/Security	17,209	18,989	20,764
Utility Driver	8.26	9.14	9.99
Adult Monitor	6.61	6.83	7.11
<u>Cafeteria</u>			
Head Cook	8.40	8.65	8.86
Assistant Cook	7.96	8.10	8.36
Kitchen Helper	6.61	6.83	7.11
<u>Aides</u>			
Reading/Math	6.17	6.75	7.31
Special Education	6.17	6.75	7.31
Library	6.17	6.75	7.31
Orthopedic	7.11	7.66	8.20
Computer	6.17	6.75	7.31
Classroom	6.17	6.75	7.31
Shop	6.17	6.75	7.31
Para-Professional	8.26	9.14	9.99
<u>Latchkey/Child Care</u>			
Latchkey/Child Care Aide			6.17

WAGE RATES FOR NEW HIRES - EFFECTIVE JULY 1, 1995
1996/97

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Custodians	17,725	19,559	21,387
Maintenance	19,324	21,395	23,474
Utility/Security	17,725	19,559	21,387
Utility Driver	8.51	9.41	10.29
Adult Monitor	6.81	7.04	7.32
 <u>Cafeteria</u>			
Head Cook	8.65	8.91	9.12
Assistant Cook	8.20	8.34	8.61
Kitchen Helper	6.81	7.04	7.32
 <u>Aides</u>			
Reading/Math	6.36	6.95	7.53
Special Education	6.36	6.95	7.53
Library	6.36	6.95	7.53
Orthopedic	7.32	7.89	8.45
Computer	6.36	6.95	7.53
Classroom	6.36	6.95	7.53
Shop	6.36	6.95	7.53
Para-Professional	8.51	9.41	10.29
 <u>Latchkey/Child Care</u>			
Latchkey/Child Care Aide			6.36

ARTICLE XXX -- LONGEVITY

- A. Longevity payments based on the base rate of an employee's classification will be paid as follows:
 - After 10 years - \$400.00
 - After 15 years - \$550.00
- B. Longevity payment will be made in a separate check following the employee's anniversary date.

ARTICLE XXXI -- SAVINGS CLAUSE

- A. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XXXII -- SAFETY MATERIALS AND UNIFORMS

- A. When an employee's working conditions require safety materials such as boots, work gloves and goggles, said materials shall be supplied and maintained by the Board of Education. The materials shall be the property of the Board of Education.
- B. The Board agrees to provide each full-time, part-time custodial, maintenance, cafeteria, security and adult monitor with five uniform changes. The uniform will consist of a shirt and trouser.
 - 1. Uniform Allowance
 - a. Employed 2080 hours - full benefit

- b. Employed less than 2080 hours - number of scheduled days times number of scheduled hours divided by 2080 = percent of benefit
 - c. Cafeteria employees - full benefit, except utility truck drivers. Number of scheduled days times number of scheduled hours divided by 2080 = percent of benefit
- 2. Uniform color will be a dark blue trouser with a light blue shirt. The head custodian and maintenance leader will wear white shirts.
 - 3. Uniform color for adult monitors will be gray trousers with a red shirt.
 - 4. Uniform color for cafeteria workers will be white.
 - 5. An allowance of eighty-six dollars (\$86) will be paid all full-time custodial/maintenance and security employees to purchase shoes. (Custodial/maintenance and security twelve [12] months constitute a full year.)
 - 6. An allowance of sixty dollars (\$60) will be provided full-time cafeteria and adult monitor employees to purchase shoes. (Cafeteria and adult monitor employees ten [10] months constitute a full year.)
 - 7. Uniforms shall remain in the property of the school district. If any uniform is not returned to the district by the employee, pro-rated cost of replacement will be deducted from the employee's paycheck.
- C. During the summer months of July and August, custodians may wear shorts as part of their uniform.

ARTICLE XXXIII -- SUBCONTRACTING

- A. The Union recognizes the right of the employer to subcontract out work, however, the school administration will not subcontract out any work that will reduce the employee's regular work day or cause the layoff of any employee. It is agreed that supervisors shall not perform work that is performed by members of the bargaining unit except in cases of emergency, for demonstration, or for educational purposes.
- B. In the event provisions of Section 15 (3) of PERA as amended in HB 5128 take effect, the parties agree that the Board of Education, at its sole discretion, may consider contracting out position vacated by attrition within classification.

ARTICLE XXXIV -- SUBSTITUTES

- A. Substitutes who are employed by the Board of Education may be used in the following circumstances relating to the bargaining unit:
 - 1. To cover absences when no one within a given building or on the availability list is willing to work overtime
 - 2. To fill temporary vacancies created by the posting process
 - 3. In the event that there has not been at least two (2) hours notice of absence prior to the start of an employee's shift
 - 4. To cover absences or posted vacancies for aides if no other aide is able to fill such position

ARTICLE XXXV -- DISCIPLINARY ACTION

- A. The Board agrees that its rules and regulations governing employee conduct shall be reasonable and non-discriminatory. Any discipline,

up to and including discharge, shall be only for just cause and shall be progressive with a Union representative present.

- B. Disciplinary action will be understood as meaning verbal or written reprimand; suspension (meaning loss of pay and/or time on the job); and discharge (meaning involuntary termination of an employee by the Board of Education).
- C. After the probationary period and before determination is made to discipline an employee, the immediate supervisor shall have offered reasonable assistance and direction to the employee for the purpose of correcting his/her alleged problem area.
- D. Discipline of the employee, when necessary, shall be progressive. It is expressly understood that progressive correction can be implemented at the appropriate level.
- E. Progressive Correction
 - 1. Informal: In the first offense, the usual action will be a verbal warning.

The employee shall be accompanied by a Union Representative. The employee has the right to waive (in writing) Union Representation.
 - 2. Verbal Reprimand: If the problem persists, a conference shall be held between the employee, his/her immediate supervisor and a Union Representative to notify the employee of the alleged problem areas.
 - a. A form which would include the employee's signature, a short statement as to why the conference took place, the signature of the Union Representative that witnessed the conference, and the signature of the Administrator conducting the conference shall be used. A signed form will indicate a meeting has taken place but will not necessarily reflect agreement.

b. The verbal reprimand shall include directions for correcting the specific problem area(s).

3. Formal Written Reprimand: If the problem persists, a meeting will take place with the employee, the immediate Supervisor and a Union Representative, followed by a formal written reprimand which shall be issued to the employee. The written reprimand shall contain the specific problem area(s) that exist and recommendations for achieving the established remedies.

4. Suspension: If the problem persists, and if the Supervisor still finds that the employee's conduct/performance has not improved, then the Supervisor may request that the Superintendent or his/her designee institute a suspension with or without pay. Suspension is limited to a maximum of ten (10) working days per occurrence.

The Superintendent or his/her designee will provide:
Written notice to the employee listing incidents and/or behaviors resulting in suspension. Copies of the notice will be provided for the Union President and Grievance Chairperson. Suspension will take effect immediately.

5. Discharge: If the alleged problem persists and the Supervisor still finds that the employee's conduct/performance has not improved, then the Superintendent or his/her designee may request the School Board to institute discharge proceedings. (A meeting will take place within ten (10) work days of the request.)

F. Discipline up to and including discharge is grievable as provided in Article VIII. The employee and the local unit will have the right to appeal the suspension or discharge as a grievance.

G. If an employee's suspension or discharge was found to be unwarranted, salary and/or fringe benefits shall be retroactive as determined by the grievance procedure or court proceedings.

ARTICLE XXXVI -- TERMINATION AND MODIFICATION

- A. This agreement shall continue in full force and effect until 11:59 p.m., June 30, 1997.
1. If either party desires to terminate this agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this agreement shall continue in effect from year to year thereafter subject to notice of termination by either party upon sixty (60) days written notice prior to the current year's termination.
 2. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment. The notice of amendment shall set forth the nature of the amendment(s) 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) days written notice of termination. Any amendments that may be agreed upon shall become a part of this agreement.
 3. Notice of Termination or Modification
Notice shall be in writing and sent by certified mail.
 - a. Local 873 of Michigan Council #25
23855 Northwestern Highway
Southfield, Michigan 48075
 - b. Mount Clemens Board of Education
167 Cass Avenue
Mount Clemens, Michigan 48043
 - c. Either party may provide an alternate address through notification to the Union President and Superintendent of Schools.


ARTICLE XXXVII -- DURATION

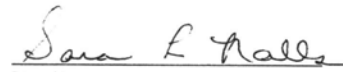
- A. This Agreement and all its provisions shall become effective upon ratification by the members of AFSCME local 873 and approval by the Mount Clemens Community School District Board of Education.

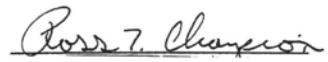
The Agreement shall remain in effect until 11:59 p.m. on June 30, 1997.


Board of Education

Local 873 Michigan
Council No. 25


President


President


Secretary


Staff Representative

APPENDIX A

LETTER OF UNDERSTANDING

between

MOUNT CLEMENS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

and

LOCAL 873 OF MICHIGAN COUNCIL #25

1. Aides will be employed on an hourly basis. Aides who work six (6) or more hours per working day shall have a non-paid lunch period. Aides shall also receive paid fifteen (15) minutes during the first and second half of their shift for a break time.
2. Aides are not eligible for vacation pay.
3. Aides will receive forty dollars (\$40) per year uniform allowance.
4. Aides are not eligible for dental coverage.
5. Aides will be paid at a rate of \$30.00 per night for the overnight camping program.
6. Aides will be paid for following holidays only:

New Year's Eve
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

7. Aides will be extended hospitalization insurance plan offered by the Board only if the employee is not covered through any other hospital-medical plan; or, if the employee is covered by a substantially inferior plan.
- a. Determination that a plan is substantially inferior will be decided upon by a committee composed of the Union President, the Business Director, and the Personnel Director. The determination of the committee is not subject to the grievance procedure of this collective bargaining agreement. If the committee cannot reach a unanimous agreement, the employee may appeal the decision to the Board of Education.

For the Union

Sam L. Nalls

Date Dec 4, 1995

For the Board

Wye C. Ren

Date 29 Nov 95

APPENDIX B

LETTER OF UNDERSTANDING

between

MOUNT CLEMENS BOARD OF EDUCATION

and

LOCAL 873 OF MICHIGAN AFSCME COUNCIL NO. 25

It is mutually agreed that the following Child Care employees will be grandparented at their current wage rate as Child Care employees until 11:59 p.m., June 30, 1997:

J. LaDuke
O. Dozier
M. Sawinski
D. Ferreira
H. Meaders
T. Rodriguez

For the Union

Sara R. Nalls

Date Dec 4, 1995

For the Board

John C. R...

Date 29 Nov 95

