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9/30/2000

AGREEMENT

Between

MT. PLEASANT PUBLIC SCHOOLS, ISABELLA COUNTY

And

**MT. PLEASANT SCHOOLS LOCAL #2310
MICHIGAN COUNCIL #25 AFSCME, AFL-CIO**

**Effective Date: October 1, 1995
Termination Date: September 30, 2000**

MT. Pleasant Public Schools

1/20/20

Dr. Robert J. ...

THE UNIVERSITY OF ...
LIBRARY AND ARCHIVES

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AGREEMENT

This Agreement entered into on this 1st day of October, 1995, between the Mt. Pleasant Schools (hereinafter referred to as the "Employer") and Mt. Pleasant Schools Local #2310, affiliated with Michigan Council #25 AFSCME, AFL-CIO (hereinafter referred to as the "Union".)

NOTE: (The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, such as wages, hours, reasonable work rules and working conditions, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, Employees, and the Community.

The parties recognize that the best interest of the community, safety and well-being of students are paramount, and depend upon the care and diligence of all employees, and that the job security of the employees will depend upon the Employer's and the Employees' success in rendering quality service to the Community which they serve. It is also recognized that in order to achieve this purpose, the Employer and Union have certain responsibilities.

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

ARTICLE 1. RECOGNITION

- a. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit as described below, and in accordance with Certification #R75 K-452 and R80 F-277.

All Facilities Management and Food Service Employees, and excluding supervisors as defined by the Commission.

- b. Nothing in this contract is to be construed as a waiver on the part of the Employer of its constitutional rights and responsibilities or any limitation thereof.

- c. It is recognized by the Employer that this contract is entered into under Act 379 of the Public Acts of 1965, and that no part of this contract shall be used by the Employer to infringe upon any rights of the Employees under said act.

ARTICLE 2. RESPONSIBILITIES

- a. Employer's Responsibilities. The management of the Employer's operations and the direction of the working force remain the sole and exclusive rights and responsibilities of the Employer, including, for example, the authority to determine all questions of policy with relation to said operation, to promulgate and administer such work rules as it shall deem advisable, to hire, promote, suspend, and discipline employees; to discharge or layoff employees, to determine the qualifications of prospective employees and the condition of their employment, to determine work schedules, work loads, and the assignment of overtime, the manner in which work shall be done, and the right to assign employees from one job to another and from time to time, change any policies pertaining to the operation of said District including those policies which affect the employees. In exercising its management responsibilities, the Employer will comply with the terms and conditions of this Agreement and will not discriminate against any member of the Union.
- b. Nothing in this contract is to be construed as a waiver on the part of the Employer of its constitutional and statutory rights and responsibilities or any limitation thereof.
- c. Union's Responsibilities. It is the Union's responsibility to promote among the employees covered by this Agreement, loyal and efficient service in the best interest of the school district, other employees and the community.

ARTICLE 3. AID TO OTHER UNIONS

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

ARTICLE 4.
NO STRIKE OR LOCK OUT

There shall be no strikes or job actions by the Union or lock out by the Employer for the duration of this contract.

ARTICLE 5.
UNION SECURITY - AGENCY SHOP

- a. Employees covered by this Agreement at the time it became effective and who are members of the Union at that time shall be required as a condition of continued employment, to continue membership in the Union or pay a representation/service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of the Agreement.
- b. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who are not categorized as Probationary Employees under the terms of this Agreement, shall be required, as a condition of continued employment, to become a member of the Union or pay a representation/service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement.
- c. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a representative/service fee to the Union for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.
- d. It shall be the obligation of the Union to notify the Employer in writing if an employee fails to comply with a, b, or c.
- e. The Union agrees to defend, indemnify and hold the Board harmless against any and all claims, demands, costs, suits, damages, awards, judgments, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article and Articles 6 and 7. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Union to the demanding party and at no time shall the Employer be obligated to pay out any monies for any reason associated with the provisions of this Article and Articles 6 and 7 of this Agreement.

ARTICLE 6.
DUES AND CHECK OFF

- a. The Employer agrees to deduct from the wages of any employee who is a member, or elects to become a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer, that the said form shall be executed by the employee. The Written Authorization for Union Dues Deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice by the employee given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.
- b. Dues and initiation fees will be authorized, levied, and certified, in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- c. The Employer agrees to provide this service without charge to the Union.
- d. An Authorization Form for payroll deduction will be supplied by the Union. The appropriate copy of this Form shall be forwarded to the Local President.
- e. There shall be no discrimination, interference, restraint, or coercion by the Employer or any of its agents against members of the Union because of membership therein.

ARTICLE 7.
REPRESENTATION FEE CHECK OFF

- a. The Employer agrees to deduct from the wages of any employee who chooses not to become a member of the Union, a Union representation/service fee equal to monthly dues of the Union and initiation fee uniformly required, if any, as provided in the written authorization in accordance with the standard form used by the Employer, that the said form shall be executed by the employee. the written authorization for representation/service fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice of the employee given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and the Union.
- b. The amount of such representation/service fees will be determined as set forth in Article 5. of this contract.
- c. The Employer agrees to provide this service without charge to the Union.

- d. Authorization forms for payroll deductions will be supplied by the Union.
- e. The Union agrees that its officers, representatives, and members will not actively solicit memberships nor engage in Union activities on the Employer's time, except as provided herein, and that its officers, representatives and members will not intimidate or coerce employees in any manner at any time.

**ARTICLE 8.
REMITTANCE OF DUES AND FEES**

- a. When Deductions Begin: Check-off deductions under all properly executed authorizations for Check-off shall become effective at the time the application is signed by the employee and shall be deducted from each pay period.
- b. Remittance of Dues to Financial Officer: Deduction for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) days following the date on which they were deducted.
- c. Termination of Check-Off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the Bargaining Unit.
- d. Limit of Employer's Liability: The Employer shall not be liable to the Union by reasons of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee.

**ARTICLE 9.
UNION REPRESENTATION**

- a. Stewards, Alternate Stewards, Local President and Chief Stewards.
 - (1) For purposes of handling complaints and/or grievances in accordance with the grievance procedure of this Agreement, the Union shall assign and be represented by stewards or alternate stewards and two chief stewards who shall be regular seniority employees working in each of the following locations or departments:

Food Service
 (1) for Elementary Schools
 (1) for Secondary Schools
 (1) for Central Kitchen

Facilities Management
 (1) for Elementary Schools
 (1) for Secondary Schools and
 Campus Attendant
 (1) for Maintenance

- (2) The stewards, chief stewards, or in the absence of the steward, the alternate steward may, in accordance with the terms of this section, investigate and present grievances within their location or department to the Employer when called upon by the Union or an employee during their regularly scheduled working hours, without loss of time or pay, provided they have obtained permission from the Employer's designated representative to do so. The Employer's designated representative will grant permission and provide sufficient time to the stewards, chief stewards, or alternate stewards to leave their work for these purposes unless to do so would conflict with an immediate job or program then required. The privilege of the stewards, chief stewards or alternate stewards leaving their work during working hours without loss of time or pay is subject to the understanding that time will be devoted to the proper handling of legitimate Union business and will not be abused. The stewards, chief stewards or alternate stewards will perform their regularly assigned work at all times, except when necessary to leave their work for legitimate Union business as provided herein.
- (3) Authorized time spent during the regularly scheduled working hours by the stewards, chief stewards or alternate stewards shall be paid for at the regular rate.
- (4) The Union will furnish the Employer a list of the stewards, chief stewards and alternate stewards, and such changes as may occur from time to time so that the Employer may, at all times, be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will, in return, keep the Union advised as to its designated representatives.

b. Union Bargaining Committees.

- (1) The Union bargaining committee shall be comprised of a representation of the membership of not more than six (6) employees.
- (2) All bargaining parties shall commence at a mutually agreed upon time.
- (3) The members of the Union shall not lose time or pay for time spent in bargaining negotiations if held during working hours.

ARTICLE 10. SPECIAL CONFERENCE

- a. Special conferences for important matters will be arranged between the local President and the Employer or its designated representative upon the request of either party, by mutual agreement. Such meetings shall be between not more than four (4) representatives of the Union and not more than four (4) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in

special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreed upon time. The members of the Union shall not lose time or pay for time spent in special conferences if held during working hours. In addition this meeting may be attended by representatives of the Council and/or representatives of the International Union and representatives of the Employer.

- b. The Union representatives may meet at a place designated by the Employer or on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a request has been made.

ARTICLE 11. GRIEVANCE PROCEDURE

A grievance may be filed by any employee covered by this Agreement, whether or not a member of the Union, for any alleged violation of this contract. It shall be the practice of all parties of this Agreement to resolve all grievances at the lowest possible level of the grievance procedure as is practicable.

- a. All alleged grievances must be first orally presented by the aggrieved employee and/or his/her steward, within five (5) working days after the grievance allegedly occurred, to the employee's immediate supervisor. For purposes of this procedure, the term 'immediate supervisor' is defined as follows: Director of Food Service for Food Service Employees, Director of Facilities Management for Facilities Management Employees; or his/her designee in the event of their absence. An oral answer by the immediate supervisor must be given within five (5) working days.
- b. If no satisfactory adjustment is orally made with the immediate supervisor, the aggrieved employee and/or his/her steward may, within ten (10) working days, submit the grievance in writing to the immediate supervisor and a written decision shall be given the employee and/or his steward within five (5) working days.
- c. If no satisfactory settlement is obtained from the immediate supervisor, the aggrieved employee and/or his/her steward may, within five (5) working days, submit the matter in writing to the Superintendent or designee. Within ten (10) working days, a conference shall be held in an attempt to resolve the grievance. The Superintendent or designee shall reply to the grievance within ten (10) working days of said conference.
- d. If the grievance remains unresolved as the result of the aforesaid conference, the Union may submit the same to arbitration within thirty (30) days after receipt of written results of the aforesaid conference by giving written notice to the Superintendent of the Union's intent to arbitrate. Steps of the arbitration procedure shall be as follows:
 - (1) The Union shall file a demand with the American Arbitration Association in accordance with its voluntary arbitration rules as applicable.

- (2) The arbitrator shall limit his/her decision strictly to the interpretation and application or enforcement of the provisions of the Agreement or its supplements and make no decision contrary to or inconsistent with or modify or vary the terms of the Agreement and supplements. The arbitrator shall have no authority to require the Employer to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions given it by State Law or City Charter.
- (3) The decision of the arbitrator shall be final and binding upon the Union and Employer provided that the arbitrator has determined the case within the scope of authority set forth hereinbefore.
- e. Time Limits. Any grievance not answered by the Employer within the time limits prescribed shall be deemed settled on the basis of the Union's original written demand. Any grievance not advanced or appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last reply.
- f. Throughout the grievance procedures, the same written grievance shall be used and the forwarding of the same shall be only by endorsement of the disposition at various levels. Changes or amendments in the grievance shall be made only by agreement of both the Employer and the Union.
- g. A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.
- h. Cost of the arbitrator shall be borne equally by both parties.

ARTICLE 12. PAYMENT OF BACK CLAIMS

If the Employer fails to give an employee work for which he/she is qualified and his/her seniority entitles him/her, and a written notice of his/her claim is filed within five (5) working days of the time the Employer first failed to give him/her such work, the Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such work.

ARTICLE 13. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned under the terms of this Agreement.

ARTICLE 14. DISCHARGE AND SUSPENSION

- a. Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee, his/her steward and the chief steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. Discharge and suspension will be with pay until an officially designated hearing is held.

- b. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward or his/her designated representative. The Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer, at a time that would least interfere with operations. Upon request of the employee or steward, the immediate supervisor will discuss the discharge or suspension with the employee and the steward or his/her designated representative as soon as it is practicable.

- c. Appeal of Discharge or Suspensions. Should the discharged or suspended employee consider the discharge or suspension to be improper, a complaint may be presented in writing through the chief steward to the representative of the Superintendent designated to handle grievances within four (4) regularly scheduled working days of the discharge or suspension. The Employer will review the discharge or suspension and give its written answer within five (5) regularly scheduled working days after receiving the complaints. If the decision is not satisfactory to the Union, the matter may be processed through the grievance procedure beginning at level (c).

- d. Use of Past Record. In imposing any suspension on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose suspension on any employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire, except for falsification pertaining to felonies, drug addiction, physical limitations, previous injuries or illnesses.

The Employer and the Union recognize information relating to a disciplinary action is confidential by nature and shall be treated as such by both parties. Access to such information shall be limited to employee's representative, and Employer's representative as designated in Article 11, Grievance Procedure. Any employee shall have the right to examine their personnel files upon request.

ARTICLE 15. SENIORITY-PROBATIONARY EMPLOYEES

- a. New employees hired in the bargaining unit shall be considered as probationary employees for the first ninety (90) days of their continuous employment with an additional thirty (30) days if requested by the Employer in writing prior to the end of the ninety (90) days.

- b. When an employee satisfactorily finishes the probationary period, he/she shall be entered on the seniority list of the bargaining unit and shall rank for seniority from the date he/she was hired. There shall be no seniority for probationary employees.
- c. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except probationary employees who are discharged or disciplined for other than Union activities.
- d. Probationary employees shall be eligible for fringe benefits earned and provided for in this Agreement unless otherwise stated in this Agreement.
- e. Seniority shall be applied on a school district-wide basis within the bargaining unit, with the exception of, seniority for the purposes of posting/bidding, shift preference, and lay-off, shall accrue and shall be applied within the following departments:

Facilities Management
Food Service

A bargaining unit member who accepts a position in another department will have his/her seniority accrued in his/her prior department frozen.

Effective May 9, 1992

- f. For the purpose of seniority, if two or more employees have the same date of hire, seniority shall be granted in the order of the alphabetical sequence of the employee's last name.

ARTICLE 16. SENIORITY LIST

- a. Seniority shall not be affected by the age, race, sex, marital status or dependents of the employee.
- b. The seniority list will show the names of the bargaining unit members, the member's first day of work in his/her current classification and amount of seniority the member has accrued in another department.
- c. The Employer will keep the seniority list up to date at all times and will provide the Local President with up to date copies at least once each year by October 1st.

ARTICLE 17. LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- a. He/she quits or retires.
- b. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send a written notification to the employee at the last known address, that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- d. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
- e. Return from sick leave and leaves of absence will be treated as provided in (c.) above.
- f. If he/she is laid off for a period of one (1) year or continuous period equal to the seniority he/she has acquired at the time of layoff, whichever is the greater.
- g. He/she obtains a leave of absence under false pretenses.

ARTICLE 18. SHIFT PREFERENCE

A shift preference meeting will be conducted by the Director of Facilities Management and/or the Assistant Superintendent for Personnel during the first week of summer hours, or by the end of June.

During the meeting, any job openings which occur as a result of a shift preference move will be posted immediately at that meeting to be filled by the most qualified senior person from the classification bidding on it. This is an exception to Article 22.

Any position left vacant after the meeting will be posted district-wide in accordance with the contract, Article 22.

1. No downward bids may be made during shift preference. However, an exception may be made by the Superintendent.
2. A shift is defined as: first, second, third.

3. Shift preference means: seniority prevails; 1st to 2nd or 3rd; 2nd to 1st or 3rd; 3rd to 1st or 2nd; within your classification, within your department.
4. Part-time custodians cannot use shift preference to (bump) replace full-time custodians.
5. Anyone exercising shift preference may only take the same or fewer hours.
6. Any person, whose position is taken by a more senior person within the classification by a shift preference will:
 - a. be considered to be without an assignment.
 - b. be able to apply for and be granted any position posted during the meeting within the classification which his/her seniority allows.
 - c. have the opportunity (when it comes to his/her turn by seniority) to take any job with less seniority with the same or fewer hours in any shift in the same classification.

ARTICLE 19. SENIORITY OF OFFICERS AND STEWARDS

- a. Notwithstanding their position on the seniority list, stewards, and the chief stewards, in the event of a layoff of any type, will continue to work as long as there is a job in that classification, provided the steward or chief stewards has the ability to perform the same.
- b. Notwithstanding his/her position on the seniority list, the Local President shall, in the event of a layoff, continue to work provided he/she has the ability to perform the work available.

ARTICLE 20. LAYOFF

- a. In the event of layoff, or any reduction of hours or wages, the temporary employees shall be laid off first, followed by probationary employees. Probationary employees shall be laid off according to date of hire into the bargaining unit. If seniority employees are laid off, all seniority employees will be given the opportunity to volunteer first before any seniority employee is laid off.
- b. Employees covered by this Agreement who face layoff may claim an equivalent number of their hours from the least senior employee(s) covered by this Agreement, first in his/her own classification, second in the general classification within the same department, third within the department, and fourth within another department, if he/she has seniority in that department as defined in Article 15, E., and provided the employee has the ability to perform the duties of the position in the new classification. Any employee who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.
- c. When a vacancy arises following a layoff, in either the food service department or the facilities management department all job postings, transfers, and bidding will take place at a meeting of all employees conducted in the same manner as Shift Preference Procedures.

Notice of appointment to the vacancy shall be sent by the Employer to the employee's last known address by registered certified mail. If the employee fails to report to work within ten (10) calendar days from the date of mailing of the notice, the employee shall forfeit the opportunity to fill the vacancy.

- d. Employees to be laid off will have at least fourteen (14) calendar days' notice of their intended layoff. The Local President shall receive a list of employees being laid off.
- e. Overtime will not be used to replace a laid off employee. A laid off employee will have the first opportunity to work any hours prior to the use of a sub.
- f. An employee on layoff will be allowed to continue participation in the Employer's insurance group with permission of the insurance carrier provided the employee makes the monthly payments up to date in advance to the Employer for the period not to exceed COBRA guidelines.

ARTICLE 21. RECALL PROCEDURE

- a. Notice of Recall shall be sent by the Employer to the employee at the employee's last known address by registered certified mail. If any employee fails to report to work within ten (10) calendar days from the date of mailing of Notice of Recall, the employee shall be considered a quit. Eligibility for recall, from the date of layoff, will be equal to the length of time the employee was employed by the District as a bargaining unit member.
- b. Each employee is responsible for keeping the Employer advised in writing of any change of address, and the Employer will not be obligated to return to work any employee who fails to report his/her current address to the Employer.
- c. When the working force is increased after a layoff, employees will be recalled according to seniority as defined in this Agreement, with the most senior employee on layoff recalled first, provided he/she has the ability to perform the work available.

ARTICLE 22. JOB POSTINGS, AND BIDDING PROCEDURES

- a. All vacancies an/or newly-created positions within the bargaining unit shall be posted within seven (7) work days of the date the vacancy occurs. All vacancies will be posted for a period of seven (7) working days setting forth the minimum requirements for the position in a conspicuous place on all Union bulletin boards in each building. Employees interested shall apply in writing within the seven (7) working days' posting period.

- b. The job shall be awarded or denied within fourteen (14) calendar days after the posting period. In the event the senior applicant(s) is denied the job, reasons for denial shall be given in writing, if requested, to the employee. The Local President shall be notified in writing of the employee(s) who has been awarded the position.
- c. Job vacancies shall be awarded based upon seniority, first within the affected classification, second within the General Classification, third within the Department, and fourth bargaining-unit-wide. The position shall be awarded to the senior employee who meets the requirements as set forth on the job posting. Those changing classifications must meet the job qualifications and be interviewed by a site-based interview team. The final selection of qualified bargaining unit members will be decided by the site-based team.

Employees placed in a new classification may be required a sixty (60)-calendar day trial period which shall be automatically extended for any absence during that period by the amount of said absence(s). Employees placed in a new position within the same classification will have a fourteen (14)-calendar day trial period.

- d. During the sixty (60)- or fourteen (14)-calendar day trial period, the employee shall have the opportunity to revert back to his/her former classification and a letter of explanation shall be submitted to the Employer. If at any time during the trial period the Employer believes the employee is not progressing or it appears that the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former classification and notice of such action shall be submitted to the Local President, in writing, with a copy to the employee. The employee returned to his/her former classification shall retain salary and seniority status as previously enjoyed before the promotion.

If an employee is so returned to his/her original classification either voluntarily or by action of the Employer, all applications received on the original posting become eligible for the opening. Should the next most senior employee meet the requirements as set forth on the job posting and have the ability to perform the job, the transfer shall be granted in accordance with paragraph (c.) above.

- e. Only one (1) downward bid will be allowed in a one (1) year period. Exceptions to the rule may be made by the Superintendent.
- f. If an employee takes a position not included in the bargaining unit and is thereafter re-assigned to an open position within the bargaining unit, he/she shall have only the seniority accumulated while he/she worked in the bargaining unit position.
- g. Employees who transfer to a different classification shall be paid at the rate of the new classification at the step to which their seniority entitles them. Exception: Food Service Employees will be given wage credit as defined in Attachment A, Summer and Vacation Work.

ARTICLE 23.
TEMPORARY ASSIGNMENTS

- a. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness in excess of three (3) days, etc., will be granted to the senior employee within the building and within the department who meets the minimum requirements for such job. One exception, head custodians absent for three (3) days or less, will have their positions filled by: 1) the custodian within the building, or 2) by the most senior custodian within the classification. The custodial position will be considered a temporary assignment after three (3) days. Such employees will receive the rate of pay of the higher classification for all hours worked while filling the vacancy, provided, however, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift.

A temporary assignment is not completed until the individual who is absent returns to the position.

- b. Temporary assignments for the purpose of filling vacancies of an unscheduled nature shall be made in accordance with paragraph (a) unless the lack of reasonable advance notice would prevent the Employer from doing so.

- c. A temporary assignment is defined as an assignment that may be an increase in hours of work or pay.

There will be no loss in pay if the temporary assignment for training purposes is of a lower wage when in the Maintenance Helper Classification.

- d. The Campus Attendant will not be considered within the building, therefore will not be eligible for temporary assignments.

Supersedes memo of September 5, 1991 and Letter of Agreement of November 15, 1990.

ARTICLE 24.
VETERANS, REINSTATEMENT OF

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

ARTICLE 25.
EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- a. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

- b. Employees who are in some branch of the Armed Forces Reserves or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit.

ARTICLE 26. LEAVES OF ABSENCE

- a. An employee must be a regular, seniority employee in order to be eligible for any type of leave of absence. Leaves of absence, upon written request to the Superintendent or his/her designee, will be granted in writing without loss of seniority and without pay for:
- (1) Serving in any elected or appointed position with the Union (not to exceed two (2) years), not to exceed one employee at a time.
 - (2) Illness/childbirth/childcare leave (not to exceed one year) for the purpose of childbirth or childcare of the employee's newborn infant or physical or mental with physician's verification, if requested.
 - (3) Prolonged illness (not to exceed one year) in immediate family, i.e., spouse or dependents, with physician's verification if requested.
 - (4) Educational leave for the purpose of full-time education at an accredited institution, not to exceed one employee at a time. (Not to exceed one year.)
 - (5) The Employer may grant other leaves of absence for reasons other than stated above.
- b. Employees shall accrue seniority while on leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to an existing position to which his/her seniority entitles him/her.
- c. With prior notification to Employer, members of the Union (not to exceed three (3) at any one time) selected to attend a function of the International Union or Council, such as conventions or educational conferences, shall be allowed time off with pay to attend such conferences and/or conventions. When said conferences and/or conventions are held in Mt. Pleasant, employees will be expected to work all hours of their regular shift not in conflict with the scheduled conference and/or convention. The maximum number of days allowed in a year are ten (10) for all union members combined, no more than three (3) members at any one time.
- d. An employee on leave of absence shall be subject to layoff in accordance with the provisions of this Agreement, and shall be notified by the Employer by certified mail addressed to the last known address of the employee.

- e. An employee who fails to report for work within three (3) working days after the expiration of the leave shall be considered as a voluntary quit unless a satisfactory reason is given to and accepted by the Employer.
- f. An employee on leave of absence as provided in this Article will be allowed to continue participation in the Employer's insurance group with the permission of the insurance carrier provided the employee makes the monthly payment up to date in advance to the Employer for a period not to exceed one (1) year.
- g. Any employee giving false information to obtain a leave of absence may be discharged.
- h. Family Medical Leave Act - Refer to Board Policy 4430.01 (2/22/94).

ARTICLE 27. UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used only by the Union for posting notices pertaining to Union business.

ARTICLE 28. RATES FOR NEW JOBS

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event that the Union does not agree that the rate structure is proper, it shall be subject to negotiations.

ARTICLE 29. JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

A second or third shift employee will be relieved of night duty if serving on a jury.

ARTICLE 30. SAFETY COMMITTEE

The Employer shall continue to make reasonable provisions for the safety of its employees during the hours of employment, and the employees shall comply with all safety rules established.

The Employer and Union will establish a Joint Safety Committee for the purpose of cooperating in

the eliminating of unsafe conditions and unsafe work practices. The Committee will be comprised of the Union stewards of each location or department and Employer representatives who shall meet at mutually agreed times upon request of either party. Reasonable notice will be given of the time and place of the meetings.

The Employer will provide a copy of any on-the-job accidents or injury reports filed by employees performing bargaining unit work.

ARTICLE 31. EQUALIZATION OF OVERTIME/EXTRA HOURS

Overtime/extra hours shall be divided as equally as possible among employees in the same classifications in their building. An up to date list showing overtime/extra hours will be posted weekly in a prominent place in each building.

Whenever overtime/extra hours are required, the person with the least number of overtime/extra hours in that classification within their building will be called first and on down the list in an attempt to equalize the overtime/ extra hours.

District overtime will be handled in the same manner but on a district-wide basis. It will be administered by the Director of Facilities Management.

For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime/extra hours of the employees working that call-out period. Employees on vacation (including weekends adjacent to vacations) will not be called for or charged for overtime hours worked. Employees using four (4) or more hours personal time will not be available for overtime the day the personal time is used.

Employees entering a new classification will be placed on the list and charged with the highest number of hours.

In the event that everyone within the classification refuses to work overtime/extra hours, such work shall be assigned to the person with the least number of overtime/extra hours in that classification within their building. That person will be charged for refusal and hours worked.

Extra hours are hours available for employees to work in addition to their regularly scheduled hours, but which do not qualify to be compensated at overtime rates.

If an employee takes a temporary assignment within their normal assignment, they shall be considered available for overtime/extra hours in their normal assignment area.

If an employee takes a temporary assignment outside their normal assignment, they shall be considered unavailable for overtime/extra hours, and charged accordingly, in their normal assignment area and available for the overtime/extra hours in the temporary assignment area only.

ARTICLE 32.
SUPERSEDURE OF PREVIOUS AGREEMENTS

This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to its terms and also supersedes and cancels all previous Agreement, verbal or written, or based on alleged past practices of the Employer and the Bargaining Unit, and shall constitute the entire Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party until such amendment has been signed by both parties.

ARTICLE 33.
WORKER'S COMPENSATION
[On the Job Injury]

It is agreed that any person who is disabled by virtue of an injury incurred while on the job and, therefore, eligible for Worker's Compensation, may supplement the Worker's Compensation received by receiving sick leave benefits and applying the same while out on a workman's compensation injury in order to make up the difference between the worker's compensation paid and his/her regular rate of pay. The prorated sick leave in such instances shall be paid on each pay day of the employer until exhausted or until terminated by the employee on notice. Hospitalization will be continued while on worker's compensation at the employer's expense.

ARTICLE 34.
WORKING HOURS - SHIFT PREMIUM AND HOURS

Facilities Management Employees

- a. The work day for full-time employees will be eight (8) consecutive hours per day.
- b. The work week will be five (5) consecutive days, Monday through Sunday, for a minimum of forty (40) hours per week.
- c. No part-time positions will be created where a full-time position could be established.
- d. Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, twenty-five cents (\$.25) per hour shift premium.
- e. Employees who work on the third shift shall receive, in addition to their regular pay for that time period, forty cents (\$.40) per hour shift premium.
- f. First, second, and third shift employees shall be allowed thirty (30) minutes off for lunch in addition to their eight (8) hour work day. Maintenance staff shall take their lunch breaks at the location or within a reasonable distance from where they are working. It is understood that an employee has thirty minutes for lunch including travel time.

- g. Summer work shift shall be determined by the Employer. Employees shall be given a one-week notification regarding their summer work schedule. Every effort will be made to work employees on the day shift as applicable.
- h. If an employee is requested to work contingent hours beyond his/her normal shift, those hours shall be paid at time and one-half except for the extra time principle.
- i. The Employer will provide adequate training for those employees desiring to work weekend building checks during the heating season. Of those employees qualified to perform said work, the weekends will be rotated during the heating season.
- j. Custodial/maintenance employees will have available to them, ten (10) minutes before meal time for personal clean-up time.

All Employees

- k. Changes in shift schedule lasting for more than one week shall not occur without five (5) working days of advance notice to the affected employee(s), and an explanation thereof. Exceptions may be made upon mutual agreement of the Local Union President and the Superintendent or in case of emergency and on approval of the Superintendent.
- l. If an emergency occurs, and an employee is requested to report for duty, (outside of scheduled overtime) a minimum of three (3) hours or the number of hours in the employee's regular scheduled shift whichever is less, will be granted at time and one-half or double time on Sundays and holidays.
- m. Employees will have available to them ten (10) minutes before quitting time for personal clean-up time.

Food Service Employees

- n. Prior to the beginning of each school year, the employer will meet with the Union, and inform them of the hours and days of work for that school year. Schedules may need to be changed based on building, district or program adjustments. Any changes will be articulated with the employees involved.

Campus Attendant

- o. Prior to the beginning of each school year, the Employer will establish the hours and days of work. Adjustments may be made during the first 30 school days. After the first 30 school days, adjustments will not be made except by mutual agreement.

ARTICLE 35. SICK LEAVE

- a. All employees covered by this Agreement shall accumulate one (1) sick leave day per month with maximum accumulation of 120 days for all employees.
- b. Employees must notify the Employer at least one hour prior to scheduled starting time if they are unable to report for work, except in cases of emergency beyond the employee's control.
- c. In the event of the death of an employee, his/her beneficiary shall be compensated for his/her accumulated sick leave based upon the employee's current rate of pay at the time of death.
- d. Should an employee terminate his/her employment voluntarily and/or by request of the Employer, he/she shall forfeit all unused sick leave benefits.
- e. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked.
- f. Sick leave benefits are for the benefit of the individual employee in cases of personal illness and/or accidental injury. Up to three (3) days per year may be used for a sick child.

Should these benefits be suspected of misuse, the Employer reserves the right to request a medical examination and/or a statement from a physician as proof of illness or injury. Misuse will be interpreted as less than five (5) days accumulated sick leave with no history of documented illness. All employees who become aware of an impending period of disability necessitating absence from work shall notify the Employer as soon as reasonably possible after diagnosis. Notification shall include a statement from the attending physician giving the anticipated dates of commencement and termination of the period of disability. Said notification must be filed with the personnel office. The employee may be required to furnish medical certification from the attending physician of continued ability to perform the duties of employment while remaining on the job, if the disability is not to commence immediately. Sick leave benefits will be paid only for those days for which absence results due to the disability.

- g. Employees absent from work for more than three (3) consecutive days must provide a physicians return-to-work release.
- h. Sick leave not to exceed one day shall be allowed in the event of a medical emergency in the employee's immediate household subject to the approval of the Superintendent. Medical verification must be presented upon return from the emergency medical day.
- i. Employees on leave of absence without pay shall not accumulate sick leave during such periods.

- j. Routine health examinations including eyes and dental appointments which result in employee absence shall not be covered by sick leave.
- k. All personnel who request leaves of absence for clinical observation and/or surgery or other treatment will present to the Superintendent, a doctor's certification stating that such observation and/or treatment is necessary for the well being of the employee. Said leave of absence is to be with pay, not to be deducted for sick leave. By way of illustration, eye examinations other than routine, cobalt treatment by a local physician, minor surgery performed in physician's office and other medically required appointments. Only such reasonable time as may be needed will be granted by the Superintendent.
- l. Bargaining unit members may donate sick days to another member by mutual agreement of the Union and the Employer. Donated sick days may be used for the employee's illness only.

ARTICLE 36. FUNERAL LEAVE

- a. An employee shall be allowed up to three (3) working days with pay as funeral days, not to be deducted from sick leave, for attendance at a funeral due to a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or a member of the employee's household.
- b. The period of absence shall not extend more than one day past the day of the funeral.
- c. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half day funeral leave day with pay, not to be deducted from sick leave.
- d. An exception shall be made when the funeral is out of town beyond 200 miles, in which event an additional one day will be allowed for travel time.
- e. Exceptions to this article may be made by written request to the Superintendent.

ARTICLE 37. TIME AND ONE-HALF AND DOUBLE TIME

- a. Time and one-half will be paid for all hours worked over eight (8) in one day or over forty (40) hours in a scheduled work week.
- b. Double time will be paid as follows:
 - (1) For all hours worked on Sundays.
 - (2) For all hours worked on holidays that are defined in this Agreement in addition to

holiday pay.

- c. Straight time shall be paid to employees working regularly assigned hours and shifts on Saturday and Sunday. This provision is exclusive of regularly assigned weekend building checks when said checks are in addition to the employee's regular work week.

ARTICLE 38. HOLIDAY AND OBSERVANCE PROVISION

Facilities Management Employees

The paid holidays and observances for those working at the time are designated as: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, and New Year's Eve. Employees will be paid their current rate based on their regular scheduled work day for paid holidays and observances.

**If Christmas Day or
New Year's Day Falls on:**

**Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday**

**The Following Days Shall
Be Days Off With Pay:**

**Monday and Tuesday
Monday and Tuesday
Tuesday and Wednesday
Thursday and Friday
Thursday and Friday
Friday or Monday
Friday or Monday**

Food Service Employees

- a. The paid holidays and observances for those working at the time are designated as: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Employees will be paid their regular scheduled work day for said holidays and observances.
- b. Should a holiday or observance fall on Saturday, Friday shall be considered as the holiday. Should a holiday or observance fall on Sunday, Monday shall be considered as the holiday.
- c. The employee shall work the last scheduled working day before and the first scheduled working day after such holiday, unless on authorized paid leave.

Campus Attendant

The paid holidays and observances for those working at the time are: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. The employee will be paid at the regular rate of pay for paid holidays and observances.

ARTICLE 39. VACATION ELIGIBILITY

A full-time (calendar year) employee will be granted vacation, with pay, in accordance with the following schedule:

1. Through the first six (6) years of employment: .833 days per month, accumulative to fifteen (15) days.
2. After the first six (6) years of employment and through the completion of twelve (12) years of employment: 1.25 days per month, accumulative to twenty-two (22) days.
3. After twelve (12) years of employment: 1.67 days per month, accumulative to thirty (30) days.
4. After twenty (20) years of employment: 1.87 days per month, accumulative to thirty-five (35) days.

Employees will be allowed to use vacation days as they are earned, subject to Article 40.

ARTICLE 40. VACATION PERIOD

- a. The exact timing of vacations will be subject to approval by the Supervisor in order that sufficient personnel will be on hand at all times. Employees are asked to notify the Supervisor of proposed vacation periods as far in advance as possible.
- b. Where a conflict develops between requested vacation periods and an adequate work force, seniority shall be the determining factor as to which employee may exercise preference in choosing a desired vacation period, provided the request is made at least ninety (90) days in advance of the desired vacation period.
- c. When a holiday as defined in Article 38 of this Agreement is observed during a scheduled vacation, the employee will be given an additional day of vacation time, to be arranged with the Supervisor.

- d. Employees requesting vacation days should do so by written notification at least fourteen (14) days in advance of the day requested. A minimum of seven (7) days notice may be accepted based on circumstances and staffing. Less advance notice may be accepted based on the circumstances and efficiency of the operation.
- e. Vacation time must be scheduled through his/her immediate supervisor and approved by the Superintendent or his/her designee.
- f. A vacation may not be waived by an employee and extra pay received for work during that period.
- g. The Employer reserves the right to limit the number of employees on vacation at any one time.

**ARTICLE 41.
PAY ADVANCE**

- a. If a regular pay day falls during an employee's vacation, he may receive that check in advance before going on vacation, upon request to and approval of the Business Manager.
- b. Rate During Vacation. Employees will be paid their current rate, based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

**ARTICLE 42.
HOSPITALIZATION MEDICAL COVERAGE AND INSURANCE**

- a. The Employer agrees to provide payment of premiums for insurance coverage of all employees who work a minimum of 32 hours per week, in the bargaining unit as specified herein. Positions will not be created to avoid payment of benefits. The employees may choose one of the following options for insurance coverage:

Option #1 - Hospital-Medical-Surgical-Dental

1. Health Insurance coverage equivalent to Blue Cross/Blue Shield Coverage Plan B (Comprehensive Hospital Semi., Riders D-45NM, IMB, DCCR, SA, MVF-1, Riders ML, OB, DC, SD, FAE, VST, Prescription Drug Program [\$50], Convalescent Care Rider, and Master Medical Option IV, and exact fill over 65) as constituted October 1, 1995.
2. Dental insurance coverage equivalent to the Travelers Dental Insurance Plan as constituted October 1, 1995.
3. \$5,000 group life insurance policy for the employees.
4. Vision care coverage equivalent to MESSA VSP 2 optical insurance.

Option #2 - Insurance and Income Protection and Dental

1. \$10,000 group life insurance policy. In the event of accidental death, the insurance policy will pay double the specified amount.
 2. Dental insurance coverage equivalent to the Dental Insurance Plan in effect October 1, 1995.
- b. If the employee or his/her spouse is covered under any duplicated hospitalization insurance coverage, the employee involved will not be eligible for hospitalization coverage with the Mt. Pleasant Public Schools. It is understood that double coverage is prohibited. The affected employee(s) however, will receive \$600 per year
- c. Long-term disability insurance will be provided to all employees of the bargaining unit for the duration of the Agreement. The policy shall be equivalent to the coverage in effect October 1, 1995.
- d. The amounts to be paid by the Employer for insurance premiums shall be paid monthly for those employees actively employed. All insurance benefits and coverage shall be subject to the conditions upon compliance with the terms and provisions of the insurance policy and rules and regulations of the insurance carrier. The Employer shall not be obligated to pay additional, excess or superfluous amounts toward insurance premiums when equal insurance coverage can be effected by the payment of a single premium.
- e. All employees working 20 to 32.5 hours per week may apply \$50 per month toward any medical insurance(District paid.)

Food Service Employees

- f. The Employer agrees to maintain Blue Cross/Blue Shield Hospitalization, Dental and Optical Insurance Programs, or a program equivalent to the current program.

Campus Attendant

- g. The Campus Attendant is eligible for single subscriber Blue Cross/Blue Shield Hospitalization coverage.

**ARTICLE 43.
COMPUTATION OF BENEFITS**

All regular hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 44.
UNEMPLOYMENT INSURANCE

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees in the bargaining unit.

ARTICLE 45.
CONTRACT AND SUB-CONTRACTING OF WORK

No employee in the bargaining unit shall be denied the opportunity to work a forty (40) hour week as a result of the Employer contracting or sub-contracting work normally performed by the bargaining unit.

ARTICLE 46.
CONSOLIDATION OR ELIMINATION OF JOBS

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

ARTICLE 47.
SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferee, whether such succession, assignment or transfer be effected voluntarily or by the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer, except in cases where prohibited by State or Federal Law, or as determined by the Michigan Employment Relations Commission (MERC).

ARTICLE 48.
SAVINGS CLAUSE

If any Article or Section of this Agreement shall, at any time, be held contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect, and upon written request by either party, within ten (10) days of said action, the parties agree to confer in an attempt to reach a mutually satisfactory replacement, if necessary.

ARTICLE 49.
WORK PERFORMED BY SUPERVISOR

Supervisory employees, or non-bargaining unit members, shall not be permitted to perform work within the bargaining unit except in cases of emergency arising out of an unforeseen circumstance which calls for the immediate attention or instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

ARTICLE 50.
DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the Bargaining Unit.

ARTICLE 51.
APPENDIX

The following appendixes are incorporated and made a part of this Agreement:

- APPENDIX A - Pensions
- APPENDIX B - Classifications and Rates
- APPENDIX C - Uniforms or Uniform Allowance
- APPENDIX D - Longevity
- APPENDIX E - Terminal Pay
- APPENDIX F - Personal Leave - Emergency Leave
- APPENDIX G - Miscellaneous

ARTICLE 52.
CAR ALLOWANCE

Employees required to utilize their personal vehicle in the performance of their duties for the school district will be compensated at the current IRS rate per mile. Should the school district's car allowance be increased for any other district employees, such increase shall be applied to employees covered by this Agreement.

ARTICLE 53. TOOL REPLACEMENT

As a general practice, the Employer will supply all tools and equipment necessary for the employee to perform the tasks assigned. Should an employee bring his/her personal tools to work, he/she should make his/her immediate supervisor knowledgeable of same. If the employee has made the immediate supervisor knowledgeable, in writing, and the tools become lost, stolen, or damaged while performing the work of the Employer, they shall be replaced at the Employer's expense. Such expense shall never exceed \$100. Exceptions may be made by the Superintendent upon consultation with the Director of Facilities Management.

In the event that tools may become lost, damaged, or stolen through the negligence of the employee, the Employer disclaims any responsibility.

**ARTICLE 54.
TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until September 30, 2000.

- a. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter.
- b. It is agreed that twice a year both parties, i.e., the negotiating teams for the 1995 contract, shall meet to articulate any problems.
- c. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of the Agreement.
- d. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to: Michigan Council #25 AFSCME
1034 North Washington Avenue
Lansing, MI 48906

and, if to the Employer, addressed to:

Mt. Pleasant Public Schools
201 South University
Mt. Pleasant, MI 48858

or to any such address as the Union or the Employer may make available to each other.

ON WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date and year first above written:

FOR THE UNION:

Date: _____

FOR THE EMPLOYER:

President, Board of Education

Superintendent of Schools

Asst. Supt. for Personnel

Date: _____

APPENDIX A. RETIREMENT BENEFITS

- a. The pension provisions now in effect for employees covered by this Agreement shall be continued.
- b. The Employer will provide booklets and full explanation of benefit levels of the current pension plan.

APPENDIX C. UNIFORMS OR UNIFORM ALLOWANCE

The Employer agrees to provide the following to all regularly employed persons within the Bargaining Unit:

- a. Three (3) uniforms and one (1) additional pair of pants to all building custodians and head custodian with three (3) additional uniforms and one (1) additional pair of pants provided annually thereafter, to be furnished within sixty (60) days of the effective date of the Agreement.
- b. All regularly employed maintenance employees and stock delivery persons within the Bargaining Unit shall be furnished four (4) uniforms with four (4) additional uniforms issued annually thereafter. Three (3) coveralls shall be provided to maintenance and stock delivery personnel with one (1) being of a type suitable for winter wear.
- c. Employees in the Facilities Management department and the Stock Delivery classification will be provided one (1) winter jacket and all maintenance employees will, additionally be provided one (1) summer jacket. Said jackets are to be provided every three years.
- d. Should the employee destroy his/her uniform (acid, rips, etc.) during the course of working hours, the Employer shall replace said uniform.
- e. Eye Glasses. Should an employee damage his/her glasses while on the job or because of the nature of his/her work feels that safety glasses are a requirement, he/she should first:
 - (1) Present this request to the Business Manager at the Central Administrative Offices.
 - (2) A purchase order should be obtained prior to the eye examination with the naming of the optometrist determined by the Employer.
 - (3) The Employer will absorb the cost of the safety glasses and the industrial safety frames if required.

- (4) It shall be the responsibility of the employee to bear the cost of the eye examination.
- f. Insulated coveralls shall be made available to all employees in the bargaining unit.
- g. Employees will be required to wear furnished uniforms at all times during work hours.

FOOD SERVICE EMPLOYEES:

- h. The Employer will provide aprons to Food Service Employees. If uniforms are to be required for Food Service Employees, they will be supplied by the Employer.

**APPENDIX D.
LONGEVITY**

Each employee covered by this Agreement shall receive in addition to his/her regular pay, a longevity payment, to be paid on his/her anniversary date of hire and according to the following schedule:

After seven (7) years:	6.00% of starting salary
After fourteen (14) years:	10.00% of starting salary
After twenty-one (21) years:	14.00% of starting salary

**APPENDIX E.
TERMINAL PAY**

Employees who have at least ten (10) continuous years of service credits, as defined by the Michigan Public School Employees Retirement Act, and at the time qualify under the provisions of the Michigan Public Schools Employees' Retirement Fund, shall receive terminal pay computed at forty-five dollars (\$45.00) for each year up to twenty (20) years; and up to twenty-five (25) years, the terminal pay shall be computed at sixty-five dollars (\$65.00).

**APPENDIX F.
PERSONAL LEAVE**

All bargaining unit members shall be allowed three (3) personal days to be used at his/her discretion subject to the following conditions:

- a. The use of the personal days shall be subject to the approval of the Superintendent, or his/her designee, if the day(s) requested is prior to, or following, holidays, vacations, seasonal breaks or during the first five (5) or last five (5) days of the working year.

- b. Notification of intent to use the personal day(s) shall be made in triplicate to the immediate supervisor at least twenty-four (24) hours in advance, except in cases of emergency.
- c. Any person denied the use of a personal day during the month of September, will have an additional 60 days to use his/her personal day(s) before he/she loses it/them.
- d. If a conflict develops, and an adequate work force is in jeopardy*, a personal day may be denied by the Assistant Superintendent for Personnel.

*An adequate work force is in jeopardy when absences by department exceed:

20% Custodial Department
50% Maintenance Department
15% Food Service Department
1 Person from Stock Delivery

APPENDIX G. INCLEMENT WEATHER DAYS

On inclement weather days that cause school to be closed, the Campus Attendant and the Food Service employees do not need to report to work, and will be paid for the first two (2) school closed days each year.

Custodial staff may use vacation or personal days in case of school closure due to inclement weather.

ATTACHMENT A

GUIDELINES FOR USE OF PART-TIME BARGAINING UNIT EMPLOYEES AS SUBSTITUTES

We agree to consider using interested part-time employees when filling temporary substitute schedules and/or positions with the following understanding:

1. Part-time employees will be paid the same rate of pay given to non-bargaining unit members who substitute in custodial positions.
2. The employer is not obligated to provide a minimum number of substitute hours to part-time bargaining unit members over the course of a week, pay period or work year.
3. Part-time bargaining unit members must first complete in a satisfactory manner their own job responsibilities relating to their bargaining unit position, before being considered for filling substitute assignments.
4. No over-time wages will be paid until at least forty hours (part-time position plus substitute hours worked) are worked in one week.
5. The part-time employees must be able to demonstrate satisfactory performance in the substitute positions.
6. If the attempt to use part-time employees does not work and we are unable to resolve any problems through discussions with the union, then the employer may cease the practice.

Revised: October 1, 1995

SUMMER AND VACATION WORK FOR FOOD SERVICE DEPARTMENT EMPLOYEES

- ◆ Food service employees who work in a custodial position which is not a replacement or substitute for a custodian will receive the following hourly rate:

Step 1 on the custodian wage scale
- ◆ Additional wage credit will be given as follows:

Each summer worked will equal three (3) months credit time.
- ◆ Food Service Employees who have gained summer work credit will be given priority when additional assistance is required in Facilities Management. (Summer and Holiday Breaks)

APPENDIX B-1

FACILITIES MANAGEMENT DEPARTMENT

RATES AND CLASSIFICATIONS

1995-1996

GENERAL CLASSIFICATION - CUSTODIAN

	0	6mos	1	6mos	2	6mos	3	4
Head Custodian A (High School)	11.20	11.37	11.47	11.64	11.77	11.93	12.05	12.73
Head Custodian B (Middle School)	11.13	11.23	11.39	11.53	11.70	11.82	11.99	12.64
Head Custodian C (Elementary)	10.94	11.08	11.20	11.38	11.49	11.66	11.79	12.47
Custodian	10.25	10.40	10.52	10.68	10.83	10.97	11.10	11.79
Campus Attendant	10.25	10.40	10.52	10.68	10.83	10.97	11.10	11.79
Custodian Floater	8.00 Per Hour with no steps and no benefits*							

GENERAL CLASSIFICATION - MAINTENANCE

	0	6mos	1	6mos	2	6mos	3	4
Maintenance II	12.58	12.71	12.86	13.02	13.14	13.26	13.44	14.10
Maintenance I**	11.49	11.66	11.79	11.93	12.06	12.24	12.36	13.22
Maintenance Helper	10.40	10.90	11.04	11.17	11.33	11.47	11.56	12.26

* Floater will receive same sick, personal & vacation time as other bargaining members.

**After twelve (12) years service in the Maintenance I classification, employees will receive automatic promotion to Maintenance II scale at the highest Maintenance II step.

APPENDIX B-2

FOOD SERVICE DEPARTMENT

RATES AND CLASSIFICATIONS

1995-1996

GENERAL FOOD SERVICE DEPARTEMENT RATES

0	6mos	1	2	3	4
8.21	8.90	9.48	9.65	9.91	10.33

GENERAL CLASSIFICATION - COOK

Head Cook A (Central Kitchen)
Lead Cook B (High School & Middle School)
Lead Cook C (Elementary)
Site Server

GENERAL CLASSIFICATION - STOCK/DELIVERY

Stock Delivery Person

- Food Service Employees may elect 21 or 26 pays.
- The minimum number of paid days for Food Service Employees, which includes seven (7) paid holidays, will be as follows:

Elementary	180
Middle School	183
High School	182
Central Kitchen	190
Head Cook - Cen Kit	192
- Longevity for food service employees hired before October 1, 1990, will be figured at the 6 month rate.
Longevity for food service employees hired after October 1, 1990, will be figured at the 0 step.

PREMIUMS

Head Cook A - \$.75/hour extra
Lead Cook B - \$.50/hour extra
Lead Cook C - \$.25/hour extra

CREDIT FOR CLASSES

Level 1 \$ 150 per year upon completion
Level 2 \$ 200 per year (Must have completed Levels 1,2)
Level 3 \$ 225 per year (Must have completed Levels 1,2,3)
Level 4 \$ 250 per year (Must have completed Levels 1,2,3,4)

APPENDIX B-3

AFSCME LOCAL 23 - FULL BARGAINING UNIT

SALARY SCHEDULE RATES

1996-2000

The annual percentage increases to the AFSCME Local 2310 Salary Schedule for contract years beginning October 1, 1996, through September 30, 2000, shall be determined in accordance with the following formula, utilizing the Foundation Allowances and Retirement Rates published by the Michigan Department of Education for the fiscal year in which the beginning of the contract year falls. The Foundation Allowance Rate shall be that rate as determined by the Revenue Estimating Conference and published as the School District Foundation Allowance.

MOUNT PLEASANT PUBLIC SCHOOLS
CALCULATION WORKSHEET FOR AFSCME
RATE INDEXED TO FOUNDATION ALLOWANCE

1. For Fiscal (Contract) Year: _____
2. Prior Year Foundation Allowance
(Stated in Dollars) _____
3. Increase in Foundation Allowance for
Contract Year (Stated in Dollars) _____
4. Rate of Increase
(Item 3 divided by Item 2)
(State as a Decimal, to four places) _____
5. Contract Fiscal Year Retirement Rate
(State as a Decimal, to four places)
(As of October 1) _____
6. Current Fiscal Year FICA Tax Rate
(State as a Decimal, to four places) _____
7. Sum of Items Five and Six
(State as a Decimal, to four places) _____
8. Divisor: Add 1 (1.0000) to Item 7
(State as a Decimal, to four places) _____
9. Rate of Increase: Divide Item 4, Rate
of Increase, by Item 8
(State as a Decimal, to four places) _____
10. Percentage Increase
(Multiply Item 9 by 100) _____



**FACILITIES MANAGEMENT DEPARTMENT
RATES AND CLASSIFICATIONS
1997-98**

(Based on the assumption of the estimated Foundation Allowance Calculation.)

GENERAL CLASSIFICATION - CUSTODIAN

Entry	6 Months	1 Year	18 Months	2 Years	30 Months	3 Years	4 Years	7 Years	14 Years	21 Years
Head Custodian A (High School)	\$ 11.72	\$ 11.90	\$ 12.00	\$ 12.18	\$ 12.32	\$ 12.48	\$ 12.61	\$ 13.32	\$ 14.02	\$ 14.49
Head Custodian B (Middle School)	\$ 11.65	\$ 11.75	\$ 11.92	\$ 12.07	\$ 12.24	\$ 12.37	\$ 12.55	\$ 13.24	\$ 13.93	\$ 14.39
Head Custodian C (Elementary)	\$ 11.45	\$ 11.59	\$ 11.72	\$ 11.91	\$ 12.02	\$ 12.20	\$ 12.34	\$ 13.05	\$ 13.74	\$ 14.19
Custodian	\$ 10.73	\$ 10.88	\$ 11.01	\$ 11.18	\$ 11.33	\$ 11.48	\$ 11.62	\$ 12.34	\$ 12.98	\$ 13.41
Campus Attendant	\$ 10.73	\$ 10.88	\$ 11.01	\$ 11.18	\$ 11.33	\$ 11.48	\$ 11.62	\$ 12.34	\$ 12.98	\$ 13.41
Custodian Floater (No steps/No Benefits)*	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00

GENERAL CLASSIFICATION - MAINTENANCE

Entry	6 Months	1 Year	18 Months	2 Years	30 Months	3 Years	4 Years	7 Years	14 Years	21 Years
Maintenance II	\$ 13.16	\$ 13.30	\$ 13.46	\$ 13.62	\$ 13.75	\$ 13.88	\$ 14.06	\$ 14.75	\$ 15.54	\$ 16.07
Maintenance I**	\$ 12.02	\$ 12.20	\$ 12.34	\$ 12.48	\$ 12.62	\$ 12.81	\$ 12.93	\$ 13.83	\$ 14.56	\$ 15.52
Maintenance Helper	\$ 10.88	\$ 11.41	\$ 11.55	\$ 11.69	\$ 11.86	\$ 12.00	\$ 12.10	\$ 12.83	\$ 13.48	\$ 14.35

* Floater will receive same sick, personal & vacation time as other bargaining members.

** After twelve (12) years service in the Maintenance I classification, employees will receive promotion to Maintenance II scale at the highest Maintenance II step.

**FOOD SERVICE DEPARTMENT
RATES AND CLASSIFICATIONS
1997-98**

Entry	6 Months	1 Year	2 Years	3 Years	4 Years	7 Years	14 Years	21 Years	
GENERAL FOOD SERVICE DEPARTMENT RATES	\$ 8.59	\$ 9.31	\$ 9.92	\$ 10.10	\$ 10.37	\$ 10.81	\$ 11.37	\$ 11.75	\$ 12.12

GENERAL CLASSIFICATION - COOK

