

MASTER AGREEMENT

Between the

CUSTODIAL UNION
AFSCME Local 873

and the

NEW HAVEN
COMMUNITY SCHOOLS
BOARD OF EDUCATION

1995-96
1996-97
1997-98

New Haven Community Schools

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PREAMBLE

This Agreement entered into this 18th day of March, 1996 between the Board of Education of New Haven Community Schools, New Haven, Michigan, hereinafter referred to as the "Board" and Local #873, affiliated with Council #25, chartered by the American Federation of Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

PURPOSE

The purpose of this contract is to assure adequate and dependable custodial, maintenance services to the New Haven School District; to provide mutually agreed working conditions; to protect the interest of the public, the employees, and the Board of Education; and to determine working hours and wage rates.

EFFECT OF AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto. This section is not to be construed as bypassing the grievance procedure for processing complaints, but is reserved for significant problems which may develop during the term of this Agreement.

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause shall be automatically deleted from this Agreement to conform to the law and such part or portion of this Agreement which is invalidated as foresaid shall be subject to immediate negotiation. All remaining portions of the Agreement shall remain intact in full force and effect for the duration of the Agreement.

ARTICLE I: RECOGNITION

A. Employees Covered

1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment for the term of this Agreement of all employees of the School Board included in the Bargaining Unit described as follows: All Custodial and Maintenance Employees.

ARTICLE II: BOARD OF EDUCATION RIGHTS

A. The Board, on its own behalf, and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States, 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;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. 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 judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of the United States.

ARTICLE III: UNION MEMBERSHIP PROCEDURE

- A. As a condition of employment, each member of the bargaining unit who has completed his/her probationary period shall establish and maintain a membership in the Union, or shall tender to the Union a service fee equivalent to the periodic Union dues. Service fees shall not include initiation fees or special assessments. Newly hired, transferred, or rehired Employees shall, as a condition of employment, join the Union or pay the service fee, no later than the conclusion of their probation. All employees shall execute an authorization for the deduction of Union dues or service fees. Employees shall be deemed to be members of the Union in good standing, within the meaning of the Article, if they are not more than sixty (60) days in arrears in payment of initiation fees, dues, and assessments or charges.
- B. Employees who fail to remain in good standing in the Union shall be terminated within thirty (30) days following receipt by the Employer of notice from the Union that a member of this bargaining unit is in violation of this agreement.
- C. The Union agrees to indemnify, protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability, resulting from action taken or not taken by the Employer in accordance with this Article. In the event any action or claim (in any arbitration proceeding, or in any Court of administrative agency) is commenced against the Employer resulting therefrom, the Union shall intervene and defend such action or claim.
- D. Employees may tender the monthly membership dues or service fees by signing the "Authorization for Payroll Deductions" which is attached to this contract by example, as Attachment A. During the life of this agreement and in accordance with the terms of the form of Authorization for Check-off hereinafter set forth, the Employer agrees to deduct dues or service fees from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction" form and filed same with the Employer or its representatives.
- E. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month the Employee requested in writing that his/her authorization and request for check-off be terminated.

ARTICLE IV: RIGHTS OF THE PARTIES

- A. The Union and the Board agree that all employment decisions will be made in a nondiscriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination, or reinstatement shall be made on the basis of age, sex, color, national origin, religion, height, weight, marital status, or disability. Equal pay shall be given for the performance of jobs requiring equal skill, effort, and responsibility.
- B. In the construction of words used in this Agreement whenever the male gender is used, it shall also be construed to include the female gender.

ARTICLE V: REPRESENTATION

- A. The Board agrees to recognize a Bargaining Committee which shall be composed of no more than three (3) union members, a Council Representative and/or International Representative. The School Board will have no greater number of regular bargaining committee members than the Union.
- B. The names of all such committee members shall be submitted in writing to the School Board by the Union upon election or appointment to a recognized committee. The School Board will provide a chain of command chart.
- C. The Board Bargaining Committee and the Union Bargaining Committee agree to meet as may be required on a limited basis to consider urgent matters affecting the safety and well being of pupils and/or employees and/or the district. Upon notice of either party requesting a meeting an agenda will be submitted one to the other, three (3) school days prior to the scheduled meeting. Discussion will be limited to items on the agendas. Meetings between these committees must occur at an agreed time not to interfere with the operation of the district. The Board will pay a maximum of one (1) hour straight time pay for the committee members not on duty at the time of the meeting. This time is not to be counted as hours worked for the computation of overtime at the end of the work week. It is understood that committee members on duty at the time set for the meeting will not lose pay as a result of the meeting, nor draw double pay for this time.
- D. The School Board agrees to recognize a Grievance Committee which shall be composed of the President of the Local Union, the Chief Steward, and a Steward. In the absence of a steward due to illness or other reasons where three (3) or more employees are assigned, the President of the Local may designate one (1) of the working employees as temporary steward for these periods.

Article V, Representation (con't):

In such cases, verbal notification of this substitution will be given to the appropriate school authority. Verbal notification is to be followed by written notification to the appropriate school authority.

ARTICLE VI: STEWARDS AND ALTERNATE STEWARDS

- A. Employees shall be represented by one (1) steward and alternate steward who shall be regular employees working in the group. In the absence of the steward, the Chapter Chairman will appoint an alternate steward to serve. The names of such steward and alternate steward shall be certified, in writing, to the Board of Education.
- B. The Union steward or representative may be permitted to leave work for the purpose to investigate and/or adjust grievances by permission of the immediate supervisor, not to exceed one (1) hour per day.

ARTICLE VII: GRIEVANCE PROCEDURE

- A. A claim by an employee, group of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under this contract and may be subject to the grievance procedure hereinafter provided.
- B. The time limits specified hereinafter for the movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the School Board's last answer. In the event that the School Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step within the time limit for exercising said appeal commencing with the expiration date of the school board's grace period for answering.
- C. All specified time limits herein shall consist only of work days within that group classification, except Step V.

Article VII, Grievance Procedure (con't):

- D. Each grievance shall have to be initiated within five (5) days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within three (3) days after the Union or the aggrieved becomes aware of the cause for complaint. Settlement of grievances initiated more than three (3) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.
- E. Any employee having a complaint under the terms of this Agreement has as obligation to notify his immediate supervisor of the problem, and also his Steward.

Step 1 The aggrieved employee shall first discuss his/her problem with his/her immediate Supervisor, the Superintendent or his/her designee. However, he/she may call for the Steward representative if he/she so desires. The Supervisor will arrange for the Steward to be present at such time when it will in no way hinder the work operation. In no case would this period exceed 24 hours from the time the employee requests representation (weekends and holidays excluded).

If Supervision abuses this section by continually bringing in representatives at times other than when they are working, this Section E can be renegotiated.

Step 2 If the problem is not resolved, the complaint shall be reduced to writing and filed with the Superintendent or his/her designee within three (3) working days. A meeting with the Superintendent or his/her designee, the immediate Supervisor, the aggrieved, the Steward and the Chief Steward shall be arranged within three (3) working days. The building principal may be included. Within three (3) working days of the date of the meeting the Superintendent or his/her designee shall provide a written response.

Step 3 If the problem is not resolved, the Union, within five (5) days working days, shall appeal the grievance, in writing, to the Superintendent or his/her designee.

Article VII - Grievance Procedure, (con't):

Upon receipt of this appeal, a meeting shall be arranged within ten (10) working days to include the Superintendent or his/her designee, immediate supervisor, grievant, steward, chief steward, local president, council representative and/or international representative, and the members of the Grievance Committee for the Board of Education. Within forty-five (45) days from the date of the meeting, the Board of Education or its designee shall provide the union with a determination in writing.

Step 4 Within thirty (30) calendar days after receipt of the Board's response at Step 3, the Union may move the grievance to arbitration by notifying the Board of their intent to arbitrate. The parties shall then attempt to mutually select an arbitrator.

Step 5 If, within thirty (30) calendar days from the Union's Notice of Intent to Arbitrate, an arbitrator has not been mutually selected, the grievance may then be appealed to the American Arbitration Association to be processed in accordance with its Voluntary Arbitration Rules, and the Arbitrator's decision shall be final and binding on both parties.

F. The arbitrator's decision shall be final and binding on both parties. The arbitrator shall have no power or authority to add to, detract from, alter or modify the terms of this Agreement.

G. Each party will bear the full costs for its side of the arbitration and will pay one-half of the costs of an assigned arbitrator. Neither party shall be permitted to assert in such arbitration proceedings, any grounds, or to rely on any evidence not disclosed to the other side by at least the 5th step.

ARTICLE VIII: DISCHARGE

A. Notwithstanding the foregoing procedure for the processing of grievances, protests against the discharge of an employee shall automatically bypass the first two (2) steps of the procedure and be lodged at step three (3) for consideration, commencing at the appropriate administrative authority by the Union. This shall be done within five (5) working days of the discharge.

Article VIII, Discharge, (con't):

Upon receipt of the protest, the appropriate administrative authority will have three (3) working days in which to arrange and accomplish a meeting. The normal time limits will apply thereafter.

ARTICLE IX: NO STRIKE CLAUSE

- A. For the duration of this Agreement, the Union will not engage in, authorize, or encourage any concerted interruption of education or subsidiary related activities due to a cessation, withdrawal, or withholding of services either in whole or in part by members of the Bargaining Unit for any reason and no officer or representative of the Union or member of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity, nor shall the School Board authorize or encourage the same nor lock out the employees. Employees of the district violating any of the above conditions shall subject themselves to disciplinary action.

ARTICLE X: SENIORITY

- A. Date of Seniority, Seniority Lists: The seniority of all employees on the list shall commence with the first day of regular hire in the New Haven School District. The Union shall be furnished, semiannually, with a district wide list setting forth, in the order of their seniority, each employee's name, seniority number, effective hiring date and classification. If more than one (1) employee commences work on the same date, seniority will be determined by the last four (4) digits of the employee's social security account number. The employee with the lower number will be the senior employee. This method of determination of seniority will not abridge any members of seniority standing as of July 1, 1992.

The Union will be provided with a list of new hires and terminations upon completion of the employee's probationary period, as well as all other changes as they occur.

- B. Probationary Period: New employees hired in permanent positions by the school district from the outside shall be probationary for the first ninety (90) days of their employment. Upon completion of their probationary period they shall attain seniority status. New employees, while in their probationary period, may be terminated without recourse to the grievance procedure but shall be represented by the Union for all other purposes under this Agreement.

Article X, Seniority, (con't):

C. Loss of Seniority: Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

1. If the employee quits.
2. If he/she is discharged and the discharge is not reversed through the grievance process of the Agreement.
3. If he/she is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the school administration.
4. If he/she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
5. If he/she overstays a leave granted for any reason, as hereinafter provided without a good cause.
6. If he/she is on layoff for a period exceeding two (2) years or the duration of his/her seniority at the time of layoff, whichever is greater.

D. Location, Shift Requests: - Transfers and Promotions Out of the Bargaining Unit.

1. Choice of Shift: Shift preference requests shall be permitted within each job classification for transfer to a vacancy in order of seniority and qualifications among those making the requests.
2. Choice of Location and Qualifications: Location transfer requests shall be permitted within the particular job classification affected when openings occur and will be granted on a seniority and qualification basis.
3. If an employee is transferred or promoted to a position under the employer not included in the bargaining unit, he/she shall be given a trial period up to one (1) calendar year, during which time he/she shall be entitled to transfer back to his/her former job status. His/her seniority will continue to accumulate during this time.

In the event the employee remains on the job beyond the trial period his/her accumulated seniority on his/her former job will be frozen as of the date of the completion of his/her trial period.

Article X, Seniority, (con't):

In the event he/she returns to the bargaining unit after the one (1) calendar year trial period, he/she shall be reinstated in the same position he/she had before he/she left the bargaining unit and will exercise full seniority from that date on, less the time spent out of the bargaining unit after the completion of his/her trial period.

Fringe benefits provided in this Agreement will accrue during the time out of the unit. It being agreed they will only apply, however, when in a position within the unit.

- a. Numbers 1, 2 and 3 of this Section will be applied before promotions are processed to fill all vacancies.

4. Definitions of Above

- a. A shift preference is the desire of an employee moving to the same classification position, (identical, same job) but on another shift: Example: afternoon custodian to day custodian.
- b. A location preference is the desire of an employee moving to the same classification position, (identical, same job) but to another building. Example: afternoon custodian moving to afternoons in another building; day custodian moving to days in another building.
- c. Both shift and location preference could be made by an employee in the same movement. Example: A custodian on afternoons in building "A" could move to days in building "B" (identical, same job) thus making both a shift and location change at the same time.

E. Layoffs: Reduction in the work force shall be effected through the following:

1. Preferential seniority against layoffs shall only be granted to the Chapter Chairperson, Vice-Chairperson, and the two (2) stewards of the Chapter. Provided that any employee so retained is qualified to perform the work of the job available and shall be recalled to work in the event of a lay-off on the first open job in which they can perform.
2. Seasonal employees as provided for in this contract and probationary employees in the affected classification shall be immediately laid off.

Article X, Seniority, (con't):

3. The necessary number of least senior employees shall be removed from the affected classification. Custodians and maintenance personnel shall be considered as one classification in case of lay-off only.
 4. Any least senior employee so removed shall be able to exercise seniority rights to bump:
 - a. Into any classification on a district-wide basis in which he/she is qualified either because said classification is in a direct line beneath the classification or:
 - b. Because said employee had previously satisfactorily held a job in said other classification or:
 - c. To any other job to which his/her seniority entitles him/her where he can satisfactorily meet the standards and perform the duties of the job without a trial period.
 5. Bump versus Layoff: An employee who has bumping rights as set forth in number 3 above, shall have the right either to exercise the bump or to accept the layoff until recalled. The least senior employees who remain unplaced after the reduction in the required classification and bumping is completed shall be laid off.
- F. Shift Preferences: In the event of a reduction of employees or positions, in which the reduction causes modifications, or changes in shifts or starting times, seniority employees affected will be allowed to exercise their seniority to transfer to a more desirable shift or location within their classification.
- G. Recall From Layoff: Laid off seniority employees shall be recalled in the inverse order of the layoff; the most senior employees shall be recalled to the first openings in the classification from which the employee was laid off or, if he/she had bumped down from his/her original position in the reduction of the work force before being laid off to such original position. Recall will be by written certified notice return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report for work within three (3) days after the date of delivery or proof of non-delivery.

Article X, Seniority, (con't):

H. Failure to Report: If an employee fails to report for work within three (3) days from the date of mailing notice of recall, he/sbe shall be considered to have resigned his/her position. Exceptions can be granted by the employer in proper cases.

I. Filling Vacancies:

1. General: When a vacancy occurs, said vacancy shall be posted in all installations immediately and shall be filled either through the bidding system, transfer assignment or new hire, in accordance with the procedures outlined herein. The posted notice shall set forth the job title, shift and location of the opening, and also the pre-requisite qualifications necessary to perform the job.

These qualifications shall relate to the specific job to be filled and if any unreasonable qualification is listed for any job by the School Administration, the Union shall have the right to protest through the grievance process.

Employees on vacation, sick leave, or leave of absence shall be notified of vacancies by post card to address on record. Employees will be responsible to make sure a proper address is placed with the administration and is on file.

2. Non-Illness/Accident: A vacancy which occurs which is not brought about through sickness or accident or which is more than ninety (90) days of non-compensable leave shall be posted immediately for five (5) working days after the bids are closed. During vacated periods the seniority employees in that particular installation shall have the option to fill said vacancy provided they qualify for the job.
3. Illness/Accident: When a vacancy occurs because of an employee accident or sickness, management will post the position after the employee is out six (6) months. During the vacated period the position may be filled on a temporary basis through the bidding system.

J. Promotional Procedure: In all cases, promotion shall be from a lower paying classification to a higher paying classification. The original round of bidding will be from within. The bid notice of each vacancy shall be posted for five (5) working or school days during which time all employees desiring to bid for the job must sign the posting in the appropriate place.

Article X, Seniority, (con't):

The successful qualified senior bidder shall fill the job within five (5) days after the date of the closing of the bid. However, in extenuating circumstances this time may be extended by mutual agreement between the Administration and Union. In the event the senior applicant is denied the promotion, reasons for the denial shall be given, in writing, to the employee and to the Union. If reasons provided are not acceptable, the denial will be subject to the grievance procedure.

- K. Selection of Successful Bidders and Trial Period: Employees selected for promotion shall be given a trial period of up to sixty (60) days in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. During this time they will be entitled to transfer back to their former job and location at either their own or the Administration's request. It is agreed that rejection for promotion by the Administration is subject to the grievance procedure.
- L. Sequence of Posting Vacancies: When a successful bidder is moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the moved bidder satisfactorily completes his trial period and becomes regularly assigned to the other job. During the vacated period, the seniority employee in the next lower classification of that group classification in the building shall have the option to fill said vacancy and be paid the higher rate of pay if any is so involved. This also will apply on day to day absences where regular assigned employees are not available.
- M. Temporary Employees: Day to day absences, where regular employees are not available for assignment, may be filled by substitute high school and college students. Part time students may also be employed as summer, Christmas, and Easter holiday help to augment the work force.

ARTICLE XI: HOURS AND OVERTIME

- A. Work/Wages: The parties to this Agreement mutually subscribe to the principal of a fair day's work for a fair day's pay.
- B. Normal Schedule: The normal work schedule shall be Monday through Friday.
- C. Hours/Shifts:
 - 1. The full time employee's work day shall consist of eight (8) hours exclusive of meal time. Summer hours and school break day hours will be 7:00 AM to 3:30 PM

Article XI, Hours and Overtime, (con't)

2. A regular starting time for each shift will be established and maintained at each school installation at the commencement of each school year. No change in shift starting times shall be made during the course of the school year unless exceptional circumstances require it. If an employee's shift starting time needs to be changed, at least ten (10) days notice shall be given. It is understood that this language is not intended to usurp overtime.

D. Overtime: (see Letter of Understanding, Page 29)

1. Excess of 40 hours: Any employee on split or regular shifts required to work in excess of forty (40) hours in a scheduled work week or in excess of eight (8) hours per day will be paid at the rate of time and one-half (1 1/2) provided that employees working over eight (8) hours in a particular day shall only be entitled to overtime if they have not had any unexcused absences during the work week. All Sunday work will be paid at the rate of double time.
2. Distribution:
 - a. Equitable: The Board will make every effort to distribute overtime as equitably as is possible among its regular employees within each installation.
 - b. Rotation: Whenever overtime cannot be filled within the installation, it shall first be on a rotation basis according to seniority on a district wide basis. A "no" answer constitutes a turn.
 - c. Week-end Special Events: Employees shall have a forty-eight (48) hour notice for overtime work prior to special events that are scheduled on weekends.
 - d. Voluntary, When Possible: Every effort will be made to assign overtime work on a voluntary basis according to a,b and c above. In the event overtime assignments cannot be made on a voluntary basis, the Superintendent or his designee may require an employee to work overtime on a seniority basis, with least senior employee called first. The school district shall not subcontract out any bargaining unit overtime work.

Article XI, Hours and Overtime, (con't):

- E. Compensable Leave Days: Approved compensable leave days and unworked holidays will count as days worked in the computation of overtime at the end of the work week.

ARTICLE XII: CHEST X-RAY AND T.B. SKIN TEST

- A. Legal Requirements: All school employees are required by board policy to furnish chest x-ray reports or a negative T.B. skin test report to the Board of Education upon initial employment.
- B. Board's Right to Require Physical: The Board of Education reserves the right to require all custodians to have a physical examination by a doctor of the Board's choice, such physical to be paid for by the Board of Education. If the employee is dissatisfied with the Board's decision, he may go to the doctor of his choice, paid by the employee. If the two doctors, the Board's doctor and the Employee's doctor, disagree, the employee may go to Ford Hospital or Ann Arbor and the costs shall be borne by the employee. Their decision shall be final and binding.

ARTICLE XIII: MISCELLANEOUS

- A. Bulletin Board: A bulletin board will be provided in each building for the Union's use in posting notices pertinent to the business administration of the Union. The Union shall also have access to the existing and rudimentary inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the Administration.
- B. Use of School Facilities: The Union will be permitted the use of the school facilities for regular and special meetings of the Union, provided that such use is requested through normal channels and approved in advance without disrupting other commitments for use of the premises and without incurring additional cost to the school district.

It is mutually understood and agreed that no Union activities will be carried on during working hours on the school premises.

- C. New Jobs: New jobs in the bargaining unit may be created by the school administration. The union may request a meeting with the Board, at a mutually agreed time, for the purpose of discussing a new wage rate. In the event that an agreement is not reached at the meeting, it will become a proper matter for institution (within 15 days) of the third step of the grievance procedure.

Article XIII, Miscellaneous, (con't):

- D. Employer Scheduled Meetings: All meetings scheduled by the employer not otherwise provided for in this contract shall be paid on a straight time basis when the employee participates in such meetings.
- E. Inservice: The opportunity of attending the above workshop will be offered to the custodial employees on a rotation basis according to seniority. A "no" answer constitutes a turn. If an exception is made in the rotation formula by the administration, it will be by mutual agreement by the Board and the Union.
- F. Functions and Duties: Custodians will be on duty when functions are held in the building (school dances, sporting events involving team competition, community/outside groups meetings or activities). A custodian does not have to be in attendance when a teacher has activities with students, a coach is supervising his/her school sponsored team practice during that season, Board of Education meetings, or showing new teachers buildings. When outside or community groups are using facilities, custodians will maintain regular contact with the sponsor of the group to provide assistance as needed. When custodians are assigned to these functions, they will be responsible for light cleaning, duties within the buildings, (i.e. cleaning desks, windows, shelves, bookcases, changing light bulbs, etc.)

The custodian will not be held responsible for the security of the building beyond their regularly scheduled hours or beyond the hours of another function to which they are assigned. Any authorization of hours beyond the regularly scheduled hours will be given to the employee in writing.

Employees will be given a 48 hour notice of all functions which will take place in the building. Such notices shall be posted on the bulletin boards. When the function is over such notices will be removed from the bulletin board by the custodians.

- G. Absence Requirements: In the event an employee will not be able to report for his/her assigned duties such employee will be responsible to call the Superintendent or his/her designee, or the building principal, respectively, at least two (2) hours prior to the beginning of his/her first hour assignment as listed on the daily work schedule, a copy of which shall be furnished to each employee at the beginning of each school year.

Article XIII, Miscellaneous, (con't):

- H. Not Leaving Building: Employees are not to leave the building during their regular work assignment until the end of their shift for personal reasons without instruction or approval of the Superintendent or his/her designee, or the building principal. This does not apply during the employee's unpaid lunch period.
- I. Supplemental Agreements: All proposed supplemental Agreements between the Employer and the Union during the life of this Agreement, shall be set forth in writing and ratified by the Board of Education and members of the Union before becoming part of this Agreement.
- J. Lines of Responsibility: All employees in the bargaining unit will be directly responsible to the Principal, Superintendent or his/her designee. The Building Principal will co-ordinate any work load or work assignments necessary to meet the needs of the building.
- K. Out of Unit Work: Custodial employees will not be utilized for any other job except their regular custodial work during their scheduled eight (8) hours of employment as defined by Article XXIII of this contract.

ARTICLE XIV: COMPENSABLE LEAVE

- A. Sick Leave: Each employee covered by this Agreement shall be granted twelve (12) sick days, each year, with unlimited accumulation. When leave is exhausted, such employee shall not accrue any more days unless working.
- B. Sick Leave, Retirement: Any custodian who retires from the educational field under the terms of the Michigan Public School Employees Retirement System or by death terminates his/her employment with the school district, will receive twenty-five dollars (\$25.00) per day for each unused sick leave day.
- C. Probationary Employees, Restrictions: Probationary employees will accumulate sick leave allowance during their probationary period, but will not be entitled to use their accumulated sick days until they have completed their probation period.
- D. Use of Sick Leave: Sick leave may be used in accordance with the schedule specified herein, for personal illness, family illness and bereavement.
 - 1. Personal Illness: If management feels an employee is abusing sick leave, the custodian can be sent to their clinic. The Board will pay the cost of such exam.

Article XIV, Compensable Leave, (con't):

If the doctors report shows that the custodian should have been at work, said custodian will not be paid for this day or days. If the custodian so wishes, they may go to a doctor of their choice at their own expense to determine if they are ill.

2. Family Illness: Bona fide pressing need due to illness of an employee's spouse, or children or parents to a total of three (3) days annually. Not more than one (1) day will be allowed to a father when his wife gives normal birth.
3. Bereavement:
 - a. Leave will be granted in the case of death of an employee's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, or a member of the employee's household. The amount of days which will be approved will depend upon travel and circumstances involved.
 - b. One day of sick leave may be used for attendance of funeral of any other relative or when acting as a pall-bearer.
- E. Personal Business: Two (2) days will be allotted annually, not chargeable against the sick leave allowance, for business of a nature that cannot be conducted during the normal work day upon advance notice and approval of the Board. This day may not be taken immediately prior to or subsequent to holidays or vacation periods except in emergencies and with advance notice and approval of the Board.
- F. Jury Duty: Jury duty will be sufficient reason for leave. An employee will be compensated by the Board the difference between the daily amount received from Jury duty and what he/she would receive normally on a straight time basis. This leave shall not be chargeable against the sick leave allowance.
- G. Worker's Compensation Insurance: An employee shall be covered by the applicable worker's compensation. In the event of an on-the-job accident in which the employee is entitled to benefits under the worker's compensation act, the balance of the employee's average weekly earning not covered by worker's compensation shall be covered by sick leave pay, and this portion (sick leave) only to be deducted from the employee's accumulated sick leave.

Article XIV, Compensable Leave, (con't):

When an employee is released by a duly certified physician and worker's compensation, he/she will be placed back on the job and location he/she had before the injury occurred, provided the employee is capable of performing the job, or to a position in the district that he/she is capable of doing and to which his/her seniority entitles him/her.

- H. Mileage Allowance: If any employee is required to use his/her personal car for school business during their shift, he/she shall receive a mileage rate equal to the Internal Revenue Service rate.

ARTICLE XV: NON-COMPENSABLE LEAVE

- A. Types of Leaves: Leave without pay for seniority employees will be granted in accordance with the specified provision for each type of such leave as hereinafter provided, for military service, physical incapacity, and for the purpose of union representation.
- B. Other Leaves: Leave for other purposes may be granted, but shall be subject to the consent and approval of the Board without recourse to the grievance procedure. Employees being granted such leave shall be required to report for duty upon termination thereof or subject themselves to the provisions as provided in Article X, Section C
- C. Reduced to Writing: All requests for leave and approval shall be in writing and shall include specific dates of leaving and endings.
- D. Non-Compensable Sick Leave:
1. Seniority employees who have exhausted their accumulated sick leave shall be granted a non-compensable sick leave up to and including a period of not more than one (1) year. Such employee shall, upon the effective date of the physician's release, report back to work and will be placed in a position in accordance with Article XV, Section G.
 2. Employees being granted such leave shall be required to report for duty upon the termination thereof. An extension may be granted. Failure to report for duty on the date agreed may subject the employee to termination. During vacated periods the job will be filled by temporary employee's or bargaining unit employees.

Article XV, Non-Compensable Leave, (con't):

E. Military Leaves: Full time employees who leave the school district for induction into any branch of the armed forces of the United States, and who upon termination of such service:

1. Receives an honorable discharge from the Armed Forces.
2. Is still qualified and competent to perform the duties of his/her position.
3. Make application to the school district for re-employment within ninety (90) days after he/she is released from military service:

shall be restored to work or to a job of the like nature, seniority status or pay, provided a vacancy exists for which the employee qualifies. Conformance with conditions established by federal and state laws in this matter shall prevail.

F. Union Representation:

1. A leave without pay for one (1) seniority employee will be granted for a maximum of five (5) days annually, upon prior written notice for the purpose of attending Union conventions or conferences.
2. One (1) employee elected or appointed to an office with the Union representing this bargaining unit shall, following a written request of the Union, receive temporary leave of absence without pay for a period not to exceed one (1) year.
3. Seniority will be broken if the employee fails to report for duty at the expiration of the approved leave, and, if the employee granted the leave resigns or is severed from the representation position and does not promptly apply for reinstatement.

G. Frozen Seniority: Seniority employees who have been granted a non-compensable leave, shall have their seniority frozen as of the date the leave commences. Upon return from the leave they shall be placed in a custodial position occupied by any person with less seniority than themselves, if such a position is available, and provided they are still qualified and competent to perform the duties of the position. Any employee bumped as a result of the return of an employee from a non-compensable leave shall have the right to any position occupied by an employee with less seniority than the bumped employee, provided that the bumped employee is qualified and competent to perform the duties of the

position held by the less senior person.

ARTICLE XVI: HOLIDAYS

- A. Recognized Paid Days: The following days shall be celebrated as paid holidays:
1. New Year's Day
 2. Martin Luther King's Birthday
 3. All Day Good Friday
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Thanksgiving Day
 8. Day after Thanksgiving
 9. Day before Christmas
 10. Christmas Day
 11. Day before New Year's
 12. Employee's Birthday
- B. When an employee is scheduled to work on one of the above holidays, the employee shall receive double-time for all hours worked.
- C. Scheduling Holidays: If a holiday falls on Saturday, Friday will be celebrated as a holiday. If a holiday falls on Sunday, Monday will be celebrated as a holiday, provided school is not in session. If school is in session the custodian will work and will be paid a regular days pay for the holiday. In order to qualify for holiday pay, an employee must have been paid the last regularly scheduled work day before and the first regularly scheduled work day after each holiday.

ARTICLE XVII: EARNED VACATIONS

- A. Time Earned: Employees will be entitled to the following vacations:
- | | |
|--|-----------|
| 6 months of service up to one (1) year | = 1 week |
| 1 year of service up to seven (7) years | = 2 weeks |
| 7 years of service up to thirteen (13) years | = 3 weeks |
| 13 years and over | = 4 weeks |
- B. Scheduling: Vacations will be scheduled on a seniority basis per building so that an adequate work force is available.
- C. Pay in Lieu of Vacation: Employees entitled to more than one (1) week of vacation will have the option of taking the vacation days or money in lieu of vacation, providing they notify the employer of the preferred option by July 1 of each year.

Article XVII, Earned Vacation, (con't):

- D. Mandatory: Employees with four (4) weeks of vacation will take one week of their vacation during Christmas and/or Easter breaks providing that an adequate work force remains in each building. Employees will be entitled to holiday pay during this vacation.

New Haven Schools will attempt to maintain a list of substitutes and/or part-time employees who have custodial background to help expedite cleaning during employee earned vacations.

ARTICLE XVIII: HOSPITALIZATION, DENTAL, OPTICAL, LONG TERM DISABILITY AND LIFE INSURANCE COVERAGE: For all full-time employees who sign the necessary forms to join the New Haven School District Group Plan, the District will pay:

- A. Hospitalization: For the duration of the contract the Board will provide MESSA PAK Super Care. Upon showing evidence of payment of the \$50.00 (single) - \$100.00 (family) insurance deductible, employees shall be reimbursed by the Board.
- B. Dental: Delta Dental, 80-20 Class One, will be paid for the employee and his/her dependents by the Board for the term of this contract.
- C. Vision: MESSA Vision Insurance will be paid for the employee and his dependents for the term of this contract
- D. Life Insurance: The Board shall make available to each full-time employee Group Term Life Insurance by a company of the Board's choice. The policy limit to be paid the designated beneficiary shall be \$30,000 (thirty thousand dollars).
- E. Long Term Disability Coverage:
1. Through a company of the Board's choice Long Term Disability Insurance shall be made available to each full-time employee as follows:
 - a. For any disability as defined by M.E.S.S.A. which exists for a period exceeding six (6) months.
 - b. To insure 70% of income, plus any offsets up to a maximum of 75% of income.
 - c. To age 65 (sixty-five).

Article XVIII - Hospitalization, Dental, Optical, Long Term Disability and Life Insurance Coverage, (con't):

2. Renegotiation/Replacement: In the event the Board's insurance carrier notifies the District that it will no longer be able to provide coverage as per E-1, a,b and c of this Article, the Board shall have no liability to any employee for that portion of the coverage it is unable to provide. However, the contract shall be opened immediately for purposes of determining what the replacement insurable benefit will be.

ARTICLE XIX: LONGEVITY: All full-time custodians in this school system shall receive longevity compensation at the rate of \$50.00 per year of service. Longevity allotment will be paid on the employee's anniversary date of hire.

ARTICLE XX: UNIFORMS:

- A. The Board will pay a total of \$225.00 per employee for uniforms. It is intended that this will cover all expenses of five (5) uniforms per year. All employees will be expected to wear an agreed upon uniform while on duty.
- B. In the event that an employee does not complete the full school year, the employee shall return to the Board all uniform parts in their possession which have identifying marks relating to the school district (i.e. patches or monogramming).
- C. Employees are free to purchase parts of their uniforms from other vendors, provided that the total cost of uniforms does not exceed the limit as stated in this contract. All purchases shall be made by October 15 of any work year. Original receipts for the purchase shall be presented to the Superintendent's Office for reimbursement.
- D. Uniforms shall conform to the requirements of the school district in terms of color, design, lettering, etc.

ARTICLE XXI: BUILDING CHECKS: Employees may be assigned weekend checks and holiday checks on a voluntary rotation basis at a rate of \$24.50 per day.

ARTICLE XXII: CALL IN TIME: Employees who are called in to work when scheduled to be off will be guaranteed two (2) hours. An employee will be obligated to work two (2) hours if directed by management.

ARTICLE XXIII: EMPLOYEE EVALUATION

- A. All custodial and maintenance personnel will be evaluated annually by their direct supervisor.
- B. All monitoring or observation of work of personnel covered under this contract will be completed and reported in written form prior to May 1 of the school year. Employees will receive a copy of the final evaluation prior to its placement in the employees personnel file and may meet with their direct supervisor to discuss the evaluation if they so desire. All evaluations will be forwarded to the Administrative Offices by May 15 of the current year, become a part of the employees personnel file, and is not subject to removal.
- C. In cases where an employee may not agree with the evaluation, the employee has the right to have his/her writtn comments attached to the evaluation and become a part of the permanent record.
- D. Any improper action or conduct by a member of this unit, which is brought to the attention of the direct supervisor, will be brought to the attention of the employee so that corrective measures may be taken. Should the employee fail to take corrective measures, said action shall be reduced to writing and be entered into his/her personnel file.
- E. Each employee, upon request, may make an appointment to review the contents of his/her own personnel file in the Central Office. A member of the union may, at the employees request, accompany the employee in this review.
- F. No material detrimental to the employee may be placed into his/her file without the employees knowledge. To this end, employees will be provided with a copy of any material which is to become a part of the personnel file and will sign the material prior to its becoming a part of the personnel file. The employees signature shall not be interpreted to mean agreement or disagreement with the contents of the material, but only knowledge of its existence. Employees will be entitled to have a written response to the material attached and made a part of the permanent file.
- G. Records of disciplinary action and suspension will remain in the individual's personnel file for three (3) years from the date of the action. At the end of the three (3) year period, the report shall be removed from the employee's personnel file. In order to be removed, the employee must send a written notice for the records to be removed. The employee's records will be sealed and returned directly to the employee by the Superintendent's Office.

ARTICLE XXIV: JOB DESCRIPTION

A. Duties, Custodial Classification: The custodian must be responsible for performing the custodian work required for the routine cleaning and upkeep of the building.

B. Duties, Maintenance Classification:

1. Qualifying: In order to qualify as a maintenance person, a test will given to all those who apply to be in this classification. Those who pass the test will be paid under this maintenance classification.

It is agreed that the following employees are to be grandfathered under the maintenance classification:

Fred Betham, Les Hartwig

The remaining employees shall be eligible to be tested for the maintenance classification at the Board's discretion.

2. Description: Those in the maintenance classification are responsible for performing work required for the routine cleaning and upkeep of the school buildings.

In addition, employees in this classification will be responsible for performing basic repair work (i.e. electrical, plumbing, heating, etc.); heating system maintenance; as well as performing some carpentry, painting, and cement work as needed at the buildings.

It is further stated that in removing the job description from this contract, the job descriptions and performance standards for these positions are to be developed according to the terms of the letter of agreement attached to this contract as Attachment C.

ARTICLE XXV: WAGES AND RETIREMENT

A. Schedule: This is a three (3) year contract with salary as follows:

1995-96	2% salary increase first semester 1% salary increase second semester
1996-97	2% salary increase first semester 1% salary increase second semester
1997-98	Salary re-opener only

Article XXV: Wages and Retirement, (con't):

Custodial Classification

Step	<u>1995-96</u>		<u>1996-97</u>	
	<u>1st sem.</u>	<u>2nd sem.</u>	<u>1st sem.</u>	<u>2nd sem.</u>
Start	\$ 9.06	\$ 9.15	\$ 9.33	\$ 9.42
1st year	\$ 9.52	\$ 9.61	\$ 9.80	\$ 9.90
2nd year	\$ 9.77	\$ 9.87	\$10.07	\$10.17
3rd year	\$ 9.91	\$10.01	\$10.21	\$10.32

Maintenance Classification

	<u>1995-96</u>		<u>1996-97</u>	
	<u>1st sem.</u>	<u>2nd sem.</u>	<u>1st sem.</u>	<u>2nd sem.</u>
Start	\$ 9.61	\$ 9.70	\$ 9.90	\$10.00
1st year	\$10.09	\$10.19	\$10.39	\$10.50
2nd year	\$10.32	\$10.43	\$10.63	\$10.74
3rd year	\$10.48	\$10.58	\$10.79	\$10.90

Note: For the purpose of clarification, semester hourly rate changes will be made on July 1 for the first semester and January 1 for the second semester.

- B. Increments: Increments will be paid on the employee's anniversary date of hire.
- C. Shift Differential: Employees working on the second or afternoon shift (defined as a shift with a starting time after 1:00 P.M.) will be entitled to an additional shift premium of \$0.10 (ten cents) per hour added to their hourly rate.
- D. Retirement: The Board will pay the 5% contribution to the state retirement fund.

ARTICLE XXVI: DURATION OF AGREEMENT

This Agreement shall be effective for all sections of this agreement as of July 1, 1995 and shall continue in full force and effect until June 30, 1998, except for Article XXV (wages and retirement) as a reopener on June 30, 1997. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent is to be served by the moving party upon the other no later than sixty (60) days prior to July 1, 1997 for wage reopener and for July 1, 1998 for full contract, setting forth the intention to cancel, terminate, or re-open the Agreement as the case may be. Such notice shall be served by registered or certified mail, return receipt requested.

In the event of a timely reopening the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or modify, amend, add to, subtract from, or change this Agreement as requested.

In the event that neither side serves upon the other a timely notice desiring to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until July 1, 1999, which extension shall be subject to reopening and extension provisions set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

For the Union:

Ed Turnquist
Ed Turnquist, AFSCME Council 25

Brett Harris
Brett Harris, President Date

For the Board of Education

Kenneth B. Thompson
Kenneth B. Thompson, President

James Goike
James Goike, Secretary

James W. Avery
Mr. James W. Avery Date
Superintendent of Schools

ATTACHMENT A

American Federation of State, County, and Municipal Employees
AFL-CIO

BY: _____
 LAST NAME FIRST NAME MIDDLE NAME

TO: New Haven Community Schools

Effective _____, I hereby request and authorize you to deduct from my earnings, each month, the current dues or equivalent service fee being charged by AFSCME, Local Union #873, after ninety (90) days of employment. The amount deducted shall be paid to the Treasurer of Local #873, the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice, or termination of employment.

Date: _____ Signed _____

Witnessed:

Date: _____ Signed _____

LETTER OF UNDERSTANDING - #1

In reference to Article K - No. 4

It is not the intent of the Board of Education to circumvent the payment of overtime of the employees in the bargaining unit by sending an employee home during the week due to the necessity of having had the employee work beyond eight (8) hours in one day.

It is also understood and agreed that past practice of an employee upon request may be granted time off with the understanding that the time requested will be worked at another time without the overtime provisions applying.

It is also understood and agreed that the past practice of the employer and employee in mutual agreement may change the starting and ending times of the day to meet extenuating circumstances beneficial to both parties.

(Signed 9-24-84)

LETTER OF UNDERSTANDING - #2

It is agreed that the maintenance supervisor will only perform work that he has performed in the past and do nothing to circumvent overtime or replace absenteeism. Also, in no event will he spend more than 25% of his time on work of the type performed by employees under his supervision.

(Signed 9-24-84)

LETTER OF UNDERSTANDING - #3

Employee Evaluation: The employer will define with advice of employees an employee evaluation system based upon mutually agreeable performance standards. This will be used for positive direction.

For the Union:

Lloyd Stage

Lloyd Stage, Date
AFSCME, Local 25

Bernard Betham
Bernard Betham, President

For the Board of Education

Michael LaBay

Dr. Michael LaBay Date

Kenneth Thompson
Kenneth Thompson, President

Harold DeMan, Jr.
Harold DeMan, Jr., Secretary

ATTACHMENT C

Letter of Agreement
Between
AFSCME, Local 873
and the
New Haven Community Schools
Board of Education

Date: March 11, 1996

Subject: Planned program for developing a New Job Descriptions Manual and Work Performance Standards for all classifications within the New Haven School District.

Purpose: To modify and develop new job descriptions for the Custodial and Maintenance classifications within AFSCME Local 873 contract.

Method: It is agreed that the current job descriptions will be removed from the contract during the development of the new manual and performance standards; however, they will be honored during the process. During this time, a committee made up of three members of the custodial staff and three district representatives (i.e. two building principals and the superintendent) will meet for the purpose of developing the manual and standards. This committee will meet minimally every month throughout the development of these standards, with allowances being made for vacations, illness, etc. These documents will become a part of the job description manual as it is developed within the district.

Result: The results of this process are to be in a semi-complete form within 10-months of the ratification; then reinstated in the contract. Consensus will be reached by both sides as to the contents of the job descriptions and performance standards. It is anticipated that the result of this process will be a mutually acceptable set of standards for cleaning, monitoring, and evaluating district buildings. Besides meeting the expectations for daily cleaning, the committee will develop a defined schedule for preventative maintenance activities within the district. In the event that either the New Haven School District or AFSCME Local 873 deems it necessary to review the current job descriptions, the contract may be opened (restricted to job descriptions only) when approval is met by both parties.

