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6/30/2000

AGREEMENT

Between

CHAPTER Z, LOCAL 1918, COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO

AND

GOODRICH AREA SCHOOLS

1998-2000

Goodrich Area Schools

Covering:
Bus Drivers, Custodians, Maintenance Employees and Mechanics

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APPENDIX A

AGREEMENT

This Agreement entered into on this 10th day of August, 1998, between the Board of Education of Goodrich Area Schools, Goodrich, Michigan, (hereinafter referred to as the BOARD or EMPLOYER) and Local Z Chapter of Local 1918, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the UNION).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the employees and the Union.

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

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

ARTICLE I. RECOGNITION Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

All regular full-time and regular part-time school bus drivers, custodians, maintenance and mechanics.

ARTICLE 2. AID TO OTHER UNIONS

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

ARTICLE 3. UNION SECURITY (Agency Shop)

- A. Employees covered by this Agreement at the time it becomes 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 fee to the Union equal to the amount of money the Union certifies as a service fee for the duration of this Agreement.*

- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to the amount of money the Union certifies as a service fee commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration 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 representation fee to the Union equal to the amount of money the Union certifies as a service fee for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.*
- D. The Union will protect and save harmless the Board from any and all claims, demands, and other forms of liability, provided the Board complies with provisions of this Article.*

ARTICLE 4. DUES CHECK-OFF

- A. The Employer agrees to deduct from the wages of any employee who is 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 herein, provided 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 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 certifications 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.*

ARTICLE 5. REMITTANCE OF DUES AND FEES

- A. When Deductions Begin - Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.*
- B. Remittance of Dues to Financial Officer - Deductions 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 social security numbers of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.*
- C. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and social security numbers of*

employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 6. UNION REPRESENTATION

A. *Stewards, Alternate Stewards and Unit Chairperson - The employees covered by this Agreement will be represented by three (3) stewards. The Union shall have the exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following locations or department:*

*Bus Driver
Custodian
Maintenance/Mechanic*

- 1. The Employer will be notified of the names of the alternate steward who would serve only in the absence of a regular steward. In the event a steward is not available, any other steward shall be allowed to serve as a substitute.*
- 2. The stewards may investigate grievances during their working hours without loss of time or pay with the permission of the supervisor. Permission will be granted as long as the absence from work does not disrupt the operation of the school system.*
- 3. Stewards and the Unit Chairperson shall be allowed the necessary time off during working hours without loss of time or pay to present grievances to the Employer in accordance with the grievance procedure. Times for such meetings shall be mutually agreed to and release time shall be granted to affected committee members.*

B. *Union Bargaining Committee -*

- 1. Employees covered by this agreement will be represented in negotiations by the Chapter Chairperson, steward and alternate stewards.*
- 2. Bargaining times shall be mutually agreed to and release time shall be granted to affected committee members.*

ARTICLE 7. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance. An agenda of the matters to be taken up and the persons who are expected to attend 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 agreeable time. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Michigan Council #25 AFSCME, AFL-CIO and/or representatives of the International Union.

ARTICLE 8. GRIEVANCE PRECEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as

to the application and interpretation of this Agreement or other conditions of employment.

- A.** *Purpose - The primary purpose of this procedure is to secure, at the lowest level possible, solutions to the grievance as filed. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Administration.*
- B.** *Procedure -*
- 1. It is the desire of the parties that efforts be made to resolve the problem through direct verbal communication between those involved before entering into the following prescribed procedure. The presence of a Union representative may be requested.*
 - 2. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual written consent.*
 - 3. If the grievance is filed on or after June 1, the time limits may be reduced by mutual written consent in order to effect a solution prior to the end of the school year.*
 - 4. The Board hereby designates the Superintendent as its representative when the grievance involves more than one school building.*
- C.** *Definition - A grievance shall mean a complaint by an employee, or employees (group) in the bargaining unit, or by the Union, that there has been a violation, misinterpretation or misapplication of provisions of this Agreement or Board Policy. All grievances must be initiated by or on behalf of an individual employee or identified group of employees.*
- D.** *Procedure of Grievance Steps -*
- 1. Step One - The Employee with an alleged grievance and the steward will meet with the immediate supervisor within ten (10) working days of the occurrence or from the date that the employee reasonably should have had knowledge of the occurrence giving rise to his/her grievance to resolve the issue. If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor within twenty (20) working days of the alleged violation. Upon receipt of the grievance the supervisor shall sign and date the steward's copy of the grievance. The immediate supervisor shall give his/her answer to the steward in writing within five (5) working days of receipt of the grievance.*
 - 2. Step Two - If a disposition is not rendered within the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed to Step Two within five (5) working days. The Superintendent shall meet with the aggrieved person and Chapter Chairperson within five (5) working days following the filing at this level. The disposition by the Superintendent shall be rendered to the aggrieved person and the Union within five (5) working days following the meeting.*
 - 3. Step Three - If a disposition is not rendered within the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed,*

within five (5) working days to the Board of Education. The Board or a committee of the Board shall meet with the aggrieved person, Chapter Chairperson, and the Representative of the Council and/or the International Union to discuss the grievance. The Board shall render its decision within ten (10) working days following the Step Three meeting.

4. *Step Four - In the event the grievant is not satisfied with the decision or if no decision is rendered at Step Three, the Union may notify the Board within twenty (20) working days of intent to arbitrate under the rules of the American Arbitration Association. The decision of the arbitrator shall be binding on both parties. Employees who are parties to an arbitration hearing shall suffer no loss of pay or fringe benefits by virtue of their appearance at such a hearing.*
- E. *Limitations of Arbitration - The arbitrator shall have no power to add to or subtract from, disregard, alter, or modify any terms of this Agreement.*
- F. *Miscellaneous -*
1. *A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. 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.*
 2. *No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.*
 3. *Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.*
 4. *Arbitration costs shall be borne equally by the Board and the Union.*
 5. *Any grievance not answered within the time limits by either party shall advance to the next step of the grievance procedure.*
 6. *No claim for back wages shall exceed the amount of wages an employee would otherwise have earned.*

ARTICLE 9. DISCHARGE AND SUSPENSION

- A. *The discipline, suspension or discharge of any probationary employee except for Union activity shall not be covered by this article and shall not be subject to a grievance.*
- B. *Seniority employees shall be disciplined, suspended or discharged for just cause only.*
- C. *Discipline shall be progressive except in the case of serious misconduct.*
- D. *The Board may discipline employees for failure to follow reasonable rules and regulations. The Board shall apply all reasonable rules, orders, and penalties evenhandedly, without discrimination.*

- E. *Reprimands will be retained in the personnel file for a period of twenty-four (24) months provided there is no reoccurrence.*
- F. *In the event discipline is warranted, the Board shall issue such discipline within fifteen (15) working days of the alleged incident or became aware of the alleged incident.*
- G. *In imposing any discipline on current charge, the Board shall not take into account any prior similar infractions which occurred more than two (2) years previously.*
- H. *The Board agrees, promptly upon the discharge or suspension of an employee to notify in writing the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.*
- I. *The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward and the Board will make available a meeting room where he/she may do so before he/she is required to leave the property of the Board unless circumstances dictate immediate departure. Upon request, the Board or its designated representative will discuss the discharge or suspension with the employee and the steward.*
- J. *Appeal of Discharge or Suspension - Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the final step of the grievance procedure.*
- K. *Management shall not refuse any employee(s) from having Union representation at any meeting to which the employee has requested such an appearance.*
- L. *All warnings and reprimands placed in an employee's work record shall also have copies forwarded to the employee and the Union. The employee will be required to sign the notice which will verify that he/she has received such notice, but in no way will be construed by anyone that he/she is agreeing to the notice.*

ARTICLE 10. SENORITY Probationary Employees

- A. *New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.*
- B. *The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.*
- C. *Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire.*
- D. *The Employer will provide employees with a copy of the Agreement.*

ARTICLE 11. SENIORITY LISTS

- A. *Seniority shall not be affected by the ages, race, sex, marital status, or dependents of the employee.*
- B. *The seniority list on the date of this Agreement will show the date of hire, names and classification of all employees of the unit entitled to seniority.*
- C. *The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson and Council #25, AFSCME, AFL-CIO, with up-to-date copies once each year by December 1, or upon written request of the Chapter Chairperson.*

ARTICLE 12. LOSS OF SENIORITY

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

- A. *He/she quits.*
- 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. After such absence, the Employer will send written notification to the employee at his/her 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, the matter shall be referred to the final step of 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 shall be made.*
- E. *Return from sick leave and leaves of absence will be treated the same as (C) above.*

ARTICLE 13. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards and the Chapter Chairperson shall in the event of a layoff, of any type, be continued to work as long as there is a job in the district which they can perform and shall be recalled to work in the event of a layoff on the first open job in the district which they can perform.

ARTICLE 14. WORK ASSIGNMENT

The employer will retain the right of assignment. Employees covered by this Agreement shall be allowed, once each year, to express assignment (zone) preference within their classification on the basis of seniority.

The parties agree to reopen work assignment for discussion two (2) months prior to the opening of the new elementary school.

ARTICLE 15. LAYOFF

- A. *The work "layoff" means a reduction in the work force.*

- B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least three (3) weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.*
- C. If it becomes necessary to lay off either twelve (12) month employees or school year employees during the time they normally would be working, the following procedures will be mandatory:*
- 1. Probationary and temporary employees in the classification will be laid off first. Regular employees can bump a probationary or temporary employee in another classification so long as they are qualified.*
 - 2. Seniority employees will be laid off in inverse order of seniority by classification.*
 - 3. When a senior employee is scheduled for layoff, the more senior employee shall have the right to bump the lowest seniority employee in the same classification with the same number of hours or less.*
 - 4. A seniority employee who is scheduled to be laid off during the normal term of his/her employment shall have the right to displace the lowest seniority employee with the same number of hours or less in any classification provided the employee scheduled to be laid off has previously held that classification and is qualified to hold the position.*
 - 5. The employee's seniority shall be frozen while on layoff for a maximum of a two year continuous period.*
 - 6. Employees to be laid off will receive at least fourteen (14) days' advance notice of the layoff.*
 - 7. Employees subject to layoff may choose to retain or be paid for appropriate vacation time.*

ARTICLE 16. RECALL PRECEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority within their classification, with the most senior employees on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered a quit.

ARTICLE 17. TRANSFERS

- A. The Employer may involuntarily transfer only upon providing written notice fourteen (14) days prior to the transfer except in the case of emergency.*
- B. The Employer agrees that in any movement of work not covered by this Agreement to notify the Union in writing of the change and the names of the Employees involved. If the Union disagrees with the change, it shall notify the Employer within five (5) working days. Thereafter, the matter shall become a proper subject of the grievance procedure.*

ARTICLE 18. JOB POSTINGS AND BIDDING PROCEDURES

- A. *All vacancies and/or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. Bus Driver procedures in section (C).*
- B. *All vacancies and newly-created positions within the bargaining unit shall be posted in a conspicuous place in each building in the district at least five (5) calendar days. A copy of the posting shall be provided to the Chapter Chairperson and Stewards. Employees desiring to have the opportunity to fill such vacancies, or newly-created position, shall make an application in writing to the Employer. The senior employee within the classification shall be granted the vacancy or newly-created position.*
- C. *Bus Driver Selection of Run Procedures -*
 - 1. *Prior to school start, run packages consisting of 2, 3 or 4 runs, and when available one each from kindergarten, special education and Skill Center runs, will be selected by the drivers in seniority order.*
 - 2. *Prior to October 1, runs will be repicked. Repicking of special education, Skill Center, and kindergarten runs will be allowed only when there is a financial difference.*
 - 3. *In the selection of runs, no driver will be allowed more than six (6) runs per day. When a driver selects an "hourly" run that takes two (2) hours or more, each hour will be considered one (1) run for the purpose of counting total runs, except in cases where no other driver desires the extra run.*
 - 4. *When a package or run becomes available permanently, the package or run will be picked by seniority, starting under the driver that gave it up permanently.*

ARTICLE 19. VETERANS Reinstatement of

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

ARTICLE 20. 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 unpaid 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 Reserve 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 (2) weeks per year is the normal limit, except in the case of an emergency.*

ARTICLE 21. 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 22. RATES FOR NEW CLASSIFICATIONS

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 the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 23. JURY DUTY

- A. *An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. The employee shall submit the payment for jury duty to the Employer.*
- B. *Employees are required to report to work following daily jury duty assignments except in cases where a combination of the jury duty assignment hours and work hours equate to a full eight (8) hour day.*

ARTICLE 24. EQUALIZATION OF OVERTIME HOURS

- A. *Overtime hours shall be divided as equally as possible among employees in the same classification. An up-to-date list showing overtime hours will be posted weekly in a prominent place by each time clock.*
- B. *Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours.*
- C. *For the purpose of this article, time not worked because the employee was unavailable, or did not choose to work, will be charged the number of overtime hours of the employees working during that period.*
- D. *Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement to work out a solution.*
- E. *Overtime hours will be computed from September 1 through August 31 each year.*
- F. *The employer shall provide notice of overtime opportunities as soon as possible. The Building Use calendar shall be posted in each building. Corrections to the Building Use calendar shall be posted as soon as they are known.*

ARTICLE 25. WORKER'S COMPENSATION On-the-job injury

- A. *Each employee will be covered by the applicable Worker's Compensation laws.*
- B. *In the event the employee's absence is due to a work incurred injury or illness for which the employee is entitled to Worker's Compensation, the employee may utilize sick leave allowance to make up the difference between the Worker's Compensation payments and regular wages.*

- C. *Any injury must be reported in writing to the immediate supervisor within 12 hours of its occurrence.*

ARTICLE 26. WORKING HOURS

- A. *Custodians who work on the second shift shall receive, in addition to their regular pay for the pay period, forty one (41) cents per hour shift premium.*
- B. *Custodians who work on the third shift shall receive, in addition to their regular pay for the pay period, forty-one (41) cents per hour shift premium.*
- C. *Custodian Shift Hours:*
- | | |
|-----------------------|---|
| <i>First Shift -</i> | <i>Shifts starting at 5:30 a.m. or later</i> |
| <i>Second Shift -</i> | <i>Shifts starting at 2:30 p.m. or later</i> |
| <i>Third Shift -</i> | <i>Shifts starting at 10:00 p.m. or later</i> |

Custodians working summer cleaning, day or night shift, shall receive second shift wages. No shift shall be changed unless agreed upon by the Employer and the Union. Shift changes require at least one (1) week notice. If the majority of an employee's work hours fall within a shift, he/she shall be paid the shift premium for all hours worked. Zone picks will be held at the beginning of the school year and at the beginning of the summer.

- D. *A normal full-time work day shall be as follows:*

- | | |
|-------------------------|------------------------|
| <i>1. Custodian -</i> | <i>8 hours per day</i> |
| <i>2. Mechanic -</i> | <i>8 hours per day</i> |
| <i>3. Maintenance -</i> | <i>8 hours per day</i> |

A normal work week shall be five (5) days per week, Monday through Friday. Custodian, Mechanic and Maintenance classifications shall be on fifty-two (52) week schedules.

- E. *Custodians, Mechanics and Maintenance employees shall be allowed thirty (30) minutes off for lunch, included in their eight (8) hour work day.*
- F. *Custodians, Mechanics and Maintenance employees may take a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m., or the first half and second half of their regular shift, whichever may apply.*
- G. *The Employer shall not reduce the normal work week in lieu of making layoffs.*

ARTICLE 27. MILEAGE

Employees required to drive between schools will be reimbursed at the rate of twenty-six (26) cents per posted mile from school to school.

ARTICLE 28. CALL-IN PAY

- A. *If an employee is called in for a meeting by the Employer during non-working hours, the employee(s) shall be paid at his/her rate (drivers at activity run rate).*
- B. *An employee working on building checks shall be guaranteed two (2) hours minimum call-in pay.*

ARTICLE 29. PERSONAL LEAVE DAYS

Employees may request up to two (2) days of sick leave allowance per year to be used as personal days. Request for use of personal days must be made in writing at least twenty-four (24) hours prior to being absent. The request will be submitted to the Supervisor's office. The Supervisor's office shall return such request to the employee within twenty-four (24) hours if the request is submitted in person to the Supervisor.) The only reason for denial would be if the efficient operation of the school is in jeopardy.

ARTICLE 30. LEAVES OF ABSENCE

- A. *Educational Leave - An employee with seniority shall be granted an educational leave of absence without pay and without benefits for the purpose of pursuing a formal educational program. A leave shall be for a period of up to one (1) year. Seniority shall not accrue during an educational leave.*

At the conclusion of a leave, the employee shall notify the Employer of his/her desire to return to active employment. The employee shall be returned within fourteen (14) calendar days to the lowest seniority position until the next route or zone selection meeting.

- B. *Sick Leave - Sick leave shall be granted annually to each regular employee as follows:*

- 1. Twelve (12) days for Custodians, Maintenance and Mechanics*
- 2. Nine (9) days for Bus Drivers*

Custodians, Mechanics, and Maintenance employees may accumulate up to seventy (70) days. Upon termination of employment, the Board shall pay the employee, or the employee's heir in the case of death, for each unused accumulated day at the rate of fifteen dollars (\$15) for each day.

Bus Drivers shall receive payment each year by June 30 for the unused accumulated days at the full day rate.

- C. *Illness in the Immediate Family - Employees temporarily absent from work because of illness in their own household may use sick days for a yearly total not to exceed twenty-five percent (25%) of the accumulated days without loss of pay.*
- D. *Family Medical Leave Act - Eligible employees shall be afforded family and medical leave in accordance with the provisions of the Family and Medical Leave Act of 1993, provided, however, that when contract language exceeds such provisions of the contract language shall be followed.*
- E. *Personal Leave - Leave of absence shall be granted without pay and without benefits to any employee for up to one (1) year for a legitimate reason. A leave of absence shall not be granted for the purpose of engaging in other employment. Seniority will continue to accrue for up to thirty (30) days. After thirty (30) days, seniority will be frozen and not accrued.*
- F. *Custodians, mechanics and maintenance employees who utilize no sick leave during the fiscal year shall receive one (1) day off with pay to be taken during the summer down time.*

ARTICLE 31. FUNERAL LEAVE

- A. *Five non-deduct days may be used for death in the immediate family to include grandparents, parents, spouse, brothers, sisters, children, grandchildren, mother-in-law or father-in-law.*
- B. *Two (2) extra days, taken from sick days, may be used for a death in the immediate family. An extension may be granted under extenuating circumstances.*
- C. *An employee shall be allowed one (1) day a year for the death of a friend or relative not covered elsewhere in this section and such day will be deducted from employee's sick leave. Additional days requested may be deducted from employee's personal leave.*
- D. *Any employee selected to be a pall bearer for a deceased employee shall be allowed time off from work with pay to attend the funeral, not to be deducted from sick leave. The Chapter Chairperson, or his/her representative, shall be allowed time off with pay, not to be deducted from sick leave, in the event of a death of a member of the Union for the exclusive purpose of attending the funeral.*

ARTICLE 32. TIME AND ONE-HALF AND DOUBLE TIME

- A. *Time and one-half will be paid as follows:*
 - 1. *For all hours over forty (40) in one week (requiring prior administrative approval).*
 - 2. *For Sunday work.*
- B. *Double time will be paid for all hours worked on holidays.*

ARTICLE 33. HOLIDAY PROVISIONS

- A. *The paid holidays are designated as:*

For Custodial, Maintenance, Mechanic -

<i>Independence Day</i>	<i>Christmas Day</i>
<i>Labor Day</i>	<i>New Year's Eve</i>
<i>Thanksgiving Day</i>	<i>New Year's Day</i>
<i>Day after Thanksgiving</i>	<i>Good Friday</i>
<i>Christmas Eve</i>	<i>Memorial Day</i>

For Bus Driver -

<i>Labor Day</i>	<i>New Year's Day</i>
<i>Thanksgiving</i>	<i>Good Friday</i>
<i>Christmas Day</i>	<i>Memorial Day</i>

Employees will be paid their current rate based on their regular scheduled work day for said holidays.

- B. *Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.*

ARTICLE 34. VACATION ELIGIBILITY

Full year employees will earn credit toward vacation with pay in accordance with the following schedule:

- A. After one (1) full year of employment, the employee shall be entitled to ten (10) days vacation with pay.*
- B. After five (5) full years of employment, the employee shall be entitled to fifteen (15) days vacation with pay.*
- C. After fifteen (15) full years of employment, the employee shall be entitled to twenty (20) days vacation with pay.*
- D. Vacations will be based upon each employee's anniversary date of hire. Employment of forty-eight (48) weeks will constitute eligibility for vacation time.*

ARTICLE 35. VACATION PERIOD

- A. Requests for vacation dates shall be submitted to the Supervisor's office no later than 30 days prior to requested dates. The Supervisor will respond to vacation requests within 3 working days.*
- B. Vacations will be granted at such times during the year as requested by the employee. When vacation requests are at the same time, and it is not possible to honor all requests, seniority of the employee will determine the vacation dates.*
- C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.*
- D. A vacation may not be waived by an employee and extra pay received for work during that period.*
- E. Vacation time cannot be accumulated from year to year.*

ARTICLE 36. HOSPITALIZATION MEDICAL COVERAGE

The Board shall provide without cost to all Custodial, Maintenance and Mechanic employees covered by the terms of this Agreement the following insurance protection for a full twelve (12) month period:

- A. The employee may elect full family MESSA/SUPERCARE I, Blue Cross or Health Plus protection for the employee and his/her eligible dependents including sponsored dependents as defined by the carrier and its underwriter.*
- B. If an employee and spouse are both employees of the district, either one, but not both, shall be eligible for medical insurance coverage to a maximum of one (1) full family coverage.*

ARTICLE 37. DENTAL/OPTICAL INSURANCE

The Board agrees to provide without cost to Custodial, Maintenance and Mechanic employees, MESSA Delta Dental Care Program for each member of the bargaining unit and his/her eligible dependents according to the following:

For those without dental insurance through another source, the plan will be as follows:

*Delta Plan D - 60% Class I benefits
60% Class II benefits*

For those with dental insurance through another source, the plan will be as follows:

*Delta Plan C - 50% Class I benefits
50% Class II benefits*

Orthodontic dental coverage up to the age of 19.

The Board shall provide all members of the unit with optical insurance (VSP3) except that drivers must be assigned four runs/day or more to be eligible. The district will pay the extra cost for safety glasses for mechanics (the difference between the cost for regular glasses and safety glasses).

ARTICLE 38. LONG-TERM DISABILITY INSURANCE

The Board shall provide long-term disability insurance which will take effect after ninety (90) calendar days at a rate of sixty-six and two-thirds percent (66 2/3%) of annual salary with a maximum monthly payment of two thousand dollars (\$2,000) with offsets. Offsets - Any amount of income paid or payable to the insured employee under Worker's Compensation, Michigan School Employees Retirement Program, or any other disability retirement plan provided by governmental agencies, including any payments under any other group disability income plan.

ARTICLE 39. LIFE INSURANCE COVERAGE

The Board shall provide term group life insurance protection, without cost to each employee while employed. This insurance shall pay to the employee's beneficiary the sum of twenty-five thousand dollars (\$25,000) upon death.

ARTICLE 40. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. For retirement purposes only, a bus run is computed at ninety (90) minutes as long as this provision is in compliance with all applicable laws and regulations.

ARTICLE 41. UNEMPLOYMENT INSURANCE

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

ARTICLE 42. SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors, assignees, purchaser,

leasee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

ARTICLE 43. CLOTHING ALLOWANCE

- A. *Maintenance and Mechanic Employees - The Goodrich Area School Board shall furnish to each Maintenance or Mechanic employee rental work clothes.*
- B. *Custodians shall receive a clothing allowance of two hundred dollars (\$200) per year. This allowance is payable in two (2) installments of one hundred dollars (\$100) at the end of each semester (January and June).*
- C. *Bus drivers shall receive a clothing allowance of one hundred dollars (\$100) per year paid by November 1.*

ARTICLE 44. TOOL ALLOWANCE

The Employer shall continue to provide any major tool necessary to perform required work and said tools shall remain the property of the school district. In the event a Mechanic owned tool is damaged on the job, the Employer shall reimburse the replacement cost of the tool provided the employee acquires prior Employer approval and presents receipts to the Business Office.

ARTICLE 45. CLASSIFICATIONS, RATES/LONGEVITY

*Bus Driver
Custodian
Maintenance
Mechanic*

Wage Increases:

Three percent (3%) increase for 1998-99 retroactive to July 1, 1998. Three percent (3%) increase for 1999-2000.

Longevity:

Annual longevity will be paid to any unit member who has worked in the district long enough to qualify as follows (payment made the first pay in January of each year):

*Beginning of 10th year at Goodrich Schools - \$375/year
Beginning of 12th year at Goodrich Schools - \$525/year
Beginning of 15th year at Goodrich Schools - \$725/year
Beginning of 20th year at Goodrich Schools - \$925/year*

ARTICLE 46. SNOW DAYS/SCHOOL CLOSING

Custodian, Maintenance, Mechanic -

- A. *In the event that school is closed because of inclement weather or other causes, employees will report to work as scheduled.*
- B. *If employees are unable to report for work due to weather conditions, the following*

options are available to him/her:

1. *He/she can make up the lost hours over the next two (2) weeks at a rate of one (1) or (2) hours per day as assigned by the Supervisor.*
 2. *He/she can authorize a deduction of wages for the time lost.*
 3. *He/she can use personal days or sick days if no personal days are available.*
- C. *In the event that school is closed during the day, the administration will determine if the employees working should be sent home, and those scheduled to report to work not to come in.*
- D. *When employees are informed by the administration not to report to work, or are sent home early, there will not be a wage loss nor will the time have to be made up.*

Transportation -

- A. *When school is canceled due to inclement weather, drivers will be paid for the day in so far as the number of these days per year does not exceed the number allowed by law or State Department of Education rules or that would trigger a loss of state aid. Any days beyond the number prescribed by the above will be made up as per the teachers' Master Agreement.*
- B. *In the event employees report to work and are required to delay the start of their run, they shall be paid their hourly activity rate of pay for all time spent waiting.*

ARTICLE 47. TRANSPORTATION

A. *Definitions -*

Run: *A run is equal to one (1) hour, bus garage to bus garage. The Board will make every attempt to schedule runs at one hour or less.*

Shuttle: *A shuttle is transporting students from one Goodrich School building to another Goodrich School building with no stops in between (except when part of a regular run).*

Activity Runs: *Field trips, athletics, band, etc.*

B. *Rate of Pay - (See Appendix A)*

C. *Activity Runs -*

1. *The Board of Education will reimburse the assigned drivers the cost of admission to activities and athletic contests whenever said admission costs are paid for by the drivers. Request for reimbursement shall be presented to the Director of Transportation.*
2. *Activity runs will be paid a minimum of two (2) hours per trip. This will include trips not canceled one (1) hour prior to departure time.*
3. *Regular drivers shall be paid full replacement pay for all runs given up to drive an activity run. Hours beyond the number of hours given up will be paid at the activity rate.*

D. *Miscellaneous -*

1. *Drivers will be paid on a per run and/or per hour basis with paychecks following scheduled pay dates not to exceed two (2) week pay interims.*

2. *Physical Examinations -*
 - a. *The Board of Education shall pay for physicals for regular drivers which will be given by a physician or clinic of Board choice. A driver may use his/her own physician, but he/she will only be reimbursed at a rate equal to, but not to exceed, the clinic or physician cost selected by the Board.*
 - b. *Drivers are required to have physicals yearly and they must be on file in the transportation office by the first day of the school year.*
 - c. *Drivers will be required to take drug tests according to State Law and District policy. This will be at district expense.*
3. *CDL and Endorsements - The Board will reimburse the total cost as the fee is incurred.*
4. *Transfer of Assignments -*
 - a. *When a driver with three (3) or more runs will be absent from work for an indefinite period of time to exceed ten (10) work days, drivers with two (2) runs shall be allowed to temporarily request replacement of run assignment in accordance with seniority.*
 - b. *The district reserves the right to adjust assignments in the case of emergencies.*
5. *Special Education Vehicle -*
 - a. *Any vehicle used as a replacement for a special education vehicle must be equipped with appropriate safety devices.*
 - b. *An aide will be provided when determined necessary by the Director of Transportation.*
 - c. *When regular runs are canceled more than twenty-four (24) hours in advance, drivers will be only paid for runs performed.*
 - d. *When regular runs are canceled with less than twenty-four (24) hours' notice, the Board guarantees no lost wages.*
6. *Substitutes - A daily subbing policy will be established at the beginning of each school year and set permanently for that year by the October 1 meeting date.*
7. *Drivers will be paid activity run wages for time spent in required meetings, classes or other non-driving work.*
8. *The Board may establish stipends for non-driving work such as scheduling, routing, etc., that are not required of bargaining unit members.*

ARTICLE 48. SAFETY COMMITTEE

The parties recognize the necessity to discuss and resolve health and safety issues in a pro-active manner. The committee will include three (3) Union representatives, three (3) Employer representatives, and one (1) School Board member. The committee will meet quarterly. Additionally, either party may request a special Safety Committee meeting to discuss issues which are of immediate concern. If a health and safety concern is not resolved by utilization of the Safety Committee, it shall be a proper subject of this grievance procedure.

ARTICLE 49. WORK STANDARDS

- A. Work standards shall be established on the basis of fairness and equality consistent with the quality of workmanship, efficiency of operation, and the reasonable working capacities of normal operators.*
- B. When a dispute arises regarding work standards or job requirements, the complaint shall be taken up with the immediate supervisor who will attempt to resolve it.*
- C. After the supervisor has had reasonable time to consider the complaint, he shall give his answer within two (2) working days after being requested by the Union representative to do so.*
- D. Failure to resolve the dispute will result in the complaint being processed through the grievance procedure.*
- E. In the event the disputed job standard is resolved in some subsequent step in the grievance procedure, it shall be reduced to writing and signed by a representative of each party and the agreement shall be binding on both parties.*

ARTICLE 50. CONTRACTING AND SUBCONTRACTING OF WORK: CONSOLIDATION OR ELIMINATION OF JOBS

- A. The right of contracting and subcontracting is vested with the Employer. The Employer shall provide the Union with a copy of any Request for Proposal (RFP) at the same time the RFP is sent to the bidders. Prior to accepting bids for contracting or subcontracting, the Employer shall advise the Union at a Special Conference as to the nature, scope of the work, and the impact upon the Union and to discuss available options.*
- B. The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference.*

ARTICLE 51. TERMINATION AND MODIFICATION

This agreement shall continue in full force and effect until June 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.*
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.*
- C. This Agreement, in the absence of a termination notice by the other party under this Section, shall remain in full force and effect after its expiration date during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth.*
- D. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.*

- E. *Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.*
- F. *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 the Local Chapter Chairperson, and if to the Employer, addressed to the Superintendent of Schools; or to any such address as the Union or the Employer may make available to each other.*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

*CHAPTER Z, LOCAL 1918, COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO*

GOODRICH AREA SCHOOLS

APPENDIX "A"

AFSCME Local 1918Z
Goodrich Area Schools
Wage Rates 1998-2000

	1998-1999	1999-2000
Maintenance	13.79	14.20
Maintenance/Custodian	12.95	13.34
Custodian – day rate	11.70	12.05
Custodian – night rate	12.12	12.48
Mechanic	16.17	16.66
Bus Driver:		
A. Per Hour*	11.81	12.16
B. Per Run	13.08	13.47
Shuttle	5.29	5.45
Activity Runs (per hour)	7.88	8.12
Meal Allowance	\$.90/hour for activity runs	\$.90/hour for activity runs
Pre Trip	\$.70/run	\$.75/run
Drops**	\$.50/drop	\$.50/drop

*First hour will be equal to "run" rate. Each subsequent hour or portion thereof will be paid according to schedule.

**The Board will pay for "drops" (the second or more school locations for pick up or delivery on a run).

LETTER OF AGREEMENT #2

RE: David Beckley - Mechanic Vacation
Dennis Harris - Classification and Rates

The parties agree to "grandfather" David Beckley and Dennis Harris at current levels of benefits/status as described below:

David Beckley - - After a full year of employment, the employee shall be entitled to fifteen days vacation with pay. After five full years of employment, the employee shall be entitled to twenty days vacation with pay.

Dennis Harris - - Maintenance/Custodial classification.
Wage scale is a blended rate - currently at \$11.85/hour (for the 1995-96 school year)

CHAPTER Z, LOCAL 1918, COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO

GOODRICH AREA SCHOOLS

Mary Gray

Industrial Union of Marine and Shipbuilding Workers of America

Local 1918 Council #25
8-23-'96

Raymond A. Green

Raymond A. Green
