

CONTRACT

1999/00

2000/01

Between

**THE HAZEL PARK BOARD OF
EDUCATION**

and

**THE AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
LOCAL 271 AFL-CIO**

**CUSTODIAL,
MAINTENANCE,
CAFETERIA,
and
TRANSPORTATION
EMPLOYEES**

Hazel Park School District

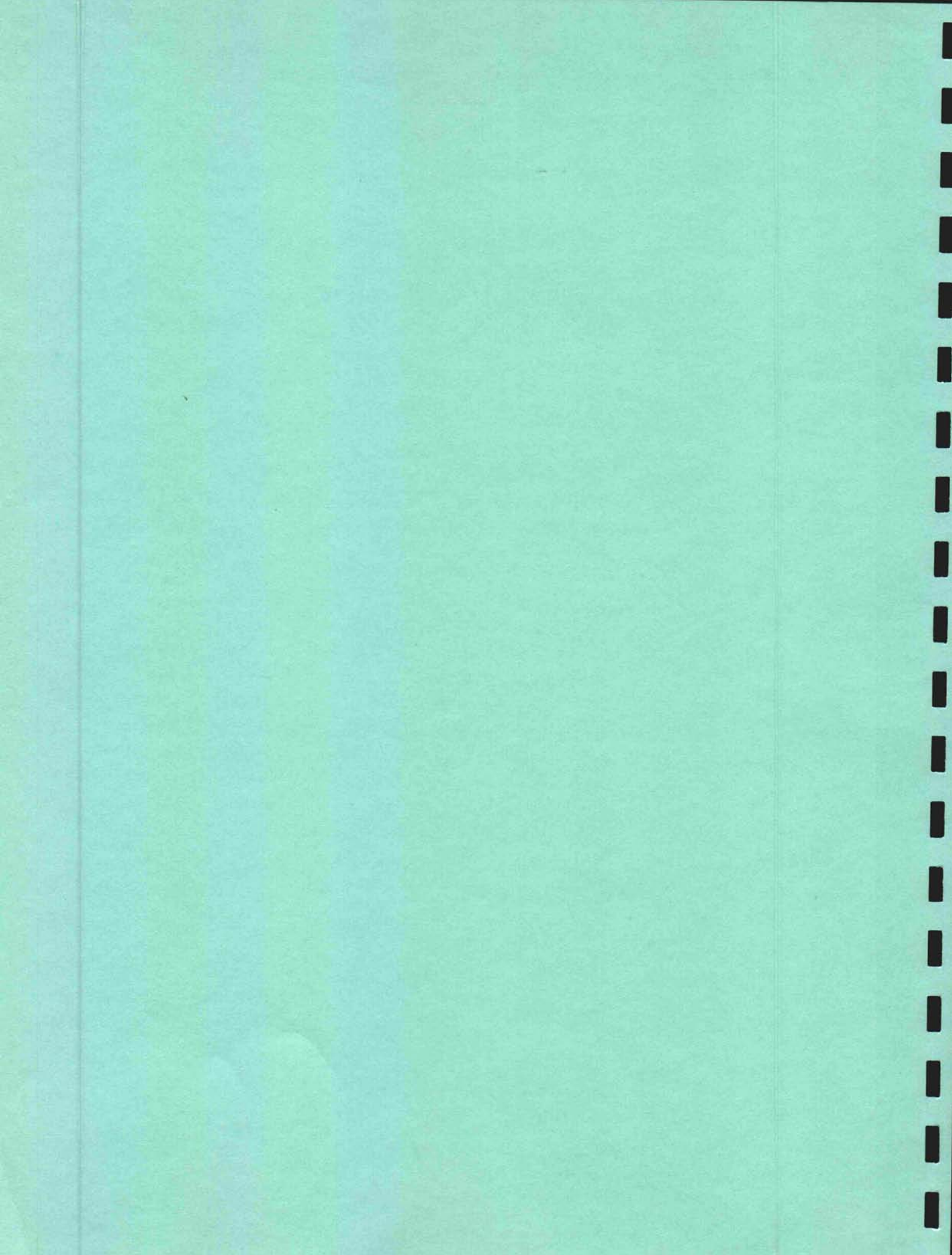


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NOTE: Following are identification codes for *labeled* contractual content:

- (A) All Union Personnel
- (B) Bus Driver Personnel
- (C) Cafeteria Personnel
- (D) Custodial/Maintenance Personnel

CONTRACT

Between Hazel Park Board of Education and the American Federation of State, County and Municipal Employees Union, Local 271 (AFL-CIO), acting through its agent, Michigan Council #25, of the American Federation of State, County and Municipal Employees Union (AFL-CIO).

PREAMBLE

It is desired that all employees be of fit character and exemplary behavior. The conduct of each employee should be such that at no time their action, speech or manner in which their duties are performed result in any unfavorable comment.

PARTIES TO AGREEMENT

This agreement made and entered into by and between the Hazel park Board of Education, hereinafter called the EMPLOYER, and the American federation of State, County and Municipal Employees AFL-CIO, Local 271, acting through its agent, Michigan Council #25 of the American Federation of State, County and Municipal employees, hereinafter called the UNION.

WHEREAS, the parties hereto have operated under an Agreement entered into July, 1971 and now desire to sign a contract;

WHEREAS, the parties hereto have negotiated certain changes in said Agreement which they agree to as a result of collective bargaining; and

WHEREAS, it is the desire of the parties to this Agreement to continue to work harmoniously to maintain and promote high standards of relationship between the Board of Education and the Union which will serve the interests of all concerned; and

WHEREAS, the Hazel Park Board of Education authorities recognize that those employed must have wholesome working conditions, and that in arriving at the standard to be set for this purpose, they should have a voice through worthy and responsible representatives of their own choosing;

THEREFORE, THEN LET IT BE RESOLVED that the efforts and objectives of both the Board and the Union be directed to the formulation and implementation of a working agreement that will increasingly serve the best interests of the pupils and citizens of the Hazel Park School District.

ARTICLE I
RECOGNITION

Section 1. Employees Covered

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 of employment, and other conditions of employment for the term of this Agreement of all employees of the School Board included in the Bargaining Unit described below:

All non-instructional employees, excluding teaching aides, crossing guards, supervisors and other managerial personnel, secretaries and office clerical employees.

Section 2.

The Board of Education recognizes and will not interfere or restrain or coerce employees in their right of self-organization, to form, join or assist labor organizations, or to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and the Employer will not permit any other group or union to solicit membership or collect dues on the Employer's time.

Section 3.

The Employer recognizes the established contractual rights, responsibilities and value of the union, and has no objections to its employees becoming members of the Union. The Employer specifically will not tolerate on the part of its representatives any discrimination or activity whatsoever against the Union and will discipline any employee who on the Employer's time carries on anti-union activity or who seeks directly or indirectly to interfere with the status, membership or responsibilities of the Union.

Section 4.

The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees now on the payroll and all employees who may be placed on the payroll in the future for the duration of this contract. The term 'employees' shall include all non-teaching employees, except classroom aides, crossing guards, directors, supervisors, managerial, secretarial and clerical employees.

ARTICLE II
BARGAINING AND GRIEVANCE COMMITTEE

Section 1.

The Union shall designate a committee of six (6) employees to be known as the Bargaining and Grievance Committee who shall represent the Union in negotiating with the representatives of the Employer who shall be regularly informed of committee personnel.

Section 2.

Any member of the Grievance Committee attending a meeting at the request of the Employer for the purpose of presenting a legitimate grievance shall be paid at their regular hourly rate for all time spent in such meetings during the time of their normal working hours only.

ARTICLE III
UNION SECURITY CLAUSE

Section 1.

Each employee who, on the effective date of this Agreement is a member of the Union, shall, as a condition of employment, maintain their membership in the Union. Each employee hired on or after the execution of this Agreement shall, as a condition of employment, become a member of the Union sixty (60) days after their hiring date or the effective date of this Agreement, whichever is later and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within sixty (60) days after receipt of written notice to the Employer from the Union.

Section 2.

Exception to the above condition, however, shall recognize that any employee may exercise their choice of the following alternate condition. In lieu of union membership, any employee may pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost to the Agreement. Employees who fail to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union.

Section 3.

The Employer will deduct from the pay of each employee covered by this Agreement all Union dues or service charges and initiation fees. All deductions shall be made during the first pay period of each calendar month. All Sums deducted shall be remitted to the financial secretary of the Union each month in which such deductions are made.

Section 4.

Local and/or Council representatives of AFSCME, AFL-CIO, shall, after notification to management, have access to the premises of the School District at any reasonable time during working hours to investigate grievances and other problems of employer-employee concern.

Section 5.

Any delegate elected by the Union to represent such Union at International, State or District meetings, which required their absences from duty, shall be granted the necessary time off to attend such meetings without loss of pay, without discrimination and without loss of seniority rights or any other rights granted by the employer.

ARTICLE V
JOINT RESPONSIBILITIES

Section 1.

This Agreement shall be construed as requiring the Employer and the Union to follow the provisions of the Agreement in the exercise of the authority conferred upon the Employer by law, Public Employee Act 379 passed in the State of Michigan, 1965.

Section 2.

The Board, Administration or Management shall not enter into any agreement with the employees coming under the jurisdiction of the Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE VI
LAY-OFF PROCEDURE

Section 1.

(B) (D) Seniority within their respective department shall be the determining factor if there is the necessity of a reduction in the number of employees. Employees shall be recalled for work in accordance with seniority standing. If and when a reduction of forces is deemed necessary, the Employer shall notify the President of the Union seven (7) days in advance of such layoffs before they are made effective. An employee's seniority begins on their date of hire by the Board.

(C) Employee's seniority by established cafeteria classification shall be the determining factor if there is the necessity for a reduction in the number of employees. Employees shall be recalled for work in accordance with such seniority standings. If and when a reduction of forces is deemed necessary, the Employer shall notify the President of the Union seven (7) days in advance of any such layoffs being made effective. An employee's seniority begins on the date of hire by the School Board or its appointed designee.

Section 2.

(A) An up-to-date seniority list shall be individually and separately maintained for each department group. Three lists would then be posted -- one each for Custodial/Maintenance, Bus Drivers and Cafeteria. Seniority lists should be prepared quarterly (each three months).

ARTICLE VII
RECALL PROCEDURE

Section 1.

(A) Employees shall be recalled from lay-off according to their aforementioned departmental seniority status and no new employees shall be hired until all employees within the related department on lay-off status desiring to return to work have been recalled.

ARTICLE VIII
LEAVE OF ABSENCE

Section 1.

(A) Employees may be granted a leave of absence up to one (1) year with good cause with the consent of the Employer and the Bargaining Committee without prejudice to seniority and under such conditions as may be deemed equitable. The Bargaining Committee shall be notified promptly of a request for leave of absence and such notice shall be given by the Employer. Valid violation of the intent of the condition of the leave shall be considered grounds for immediate dismissal.

#6
1/28/97

Employees not returning to their positions, consistent with these provisions, within one (1) calendar year will lose their seniority rights to the position vacated at the time the leave was initiated. Such employees shall be considered for the next available entry level position after presenting written verification to the Superintendent of their eligibility and desire to return to work.

ARTICLE IX
INSURANCE

Section 1. Hospitalization

- (A) Full-time employees (eight [8] hours) shall be provided fully paid Blue Cross/Blue Shield, Full Family, MVF11, Master Medical #4, \$2.00 Prescription Drug Rider coverage or equal. *Benefits to be consistent with the Master Agreement on file with the Board of Education.

Employees working less than eight (8) hours shall be offered the above benefits but on a pro-rata basis; i.e., eight (8) hours...fully paid; seven (7) hours...7/8 Board paid; 1/8 Individual; six (6) hours...3/4 Board paid; 1/4 Individual; five (5) hours...5/8 Board paid; 3/8 Individual. Less than five hours...no benefits.*

- (A) Pro-rata cost sharing provisions shall not remove or reduce benefits from any employee now receiving such coverage.

It should be recognized that cost increases are forcing the Board to reevaluate health insurance protection. Although Blue Cross/Blue Shield plans shall only be considered during the period of this contract, it should be understood that future contracts might involve other carriers and/or self-insuring programs. Any future carrier would be required to provide equal or better coverage and service conditions.

Section 2. Dental

- (A) Full-time employees (eight hours) shall be provided fully paid Confederation Life Dental Plan. One hundred percent (100%) of preventative treatment and 50% of restorative treatment, up to \$1,000 per contract year. Benefits to be consistent with the Master Agreement on file with the Board of Education.

Employees working less than eight (8) hours shall be offered the above benefit but on a pro-rata basis; i.e., eight (8) hours -- 3/4 Board paid, 1/4 individual; five (5) hours - 5/8 Board paid, 3/8 individual. Less than five hours - no benefits.

- (A) Pro-rata cost sharing provisions shall not remove or reduce benefits from any employee now receiving such coverage.

It should be recognized that cost increases are forcing the Board to reevaluate dental insurance protection. Although Confederation Life plan shall only be considered during the period of this contract, it should be understood that future contracts might involve other carriers and/or self-insuring programs. Any future carrier would be required to provide equal or better coverage and service conditions.

**ARTICLE IX
INSURANCE
(continued)**

Section 3. Worker's Compensation

(A) In the event of an injury arising out of the course of employment and resulting in a Worker's Compensation Claim, the employee shall be paid their regular wages without charge to their available sick leave bank for any and all days for which they receive state-mandated Worker's Compensation Benefits.

1. NOTICE OF INJURY - It shall be the responsibility of the employee to give the earliest possible written notice of injury to supervisory personnel. Except in an instance of extreme emergency, this should be construed to mean IMMEDIATE NOTICE - within 24 hours. Said notice should be given, in order, to the Head Custodian in charge, the Building Principal, the Supervisor of Custodial/Maintenance, the Director of General Services, or the Superintendent -- whomever shall be reached first.
2. PERIOD OF CLAIM - Regular pay benefits for 12-month employees for any single accident or instance of injury shall be for a maximum of 120 unbroken, continuous and consecutive calendar days.

PERIOD OF CLAIM - Regular pay benefits for 10-month employees for any single accident or instance of injury shall be for a maximum of 90 unbroken, continuous and consecutive calendar days or the end of their work year, whichever comes first. The one exception to the above periods of claim is: Anytime an employee returns to work for one or more full work days, these days will not count as part of the claim period.

3. WORKER'S COMPENSATION BENEFIT PAYMENTS - During the period of claim as defined in (2) above, all Worker's Compensation loss of pay benefits shall be deducted from the regular gross pay amount.
4. EXTENDED COMBINED SICK LEAVE/WORKER'S COMPENSATION PAYMENTS - If, at the expiration period of claim as defined in (2) above, the employee has available and chooses to use their sick leave bank, on a one sick day for one work day basis, to continue their regular pay benefits, they may so designate. Once an employee chooses to use his or her sick days as described above, they will continue to be used until they are depleted or written notice to stop usage is received, whichever comes first. If said employee puts a stop on the use of sick days to continue benefits he/she may not start use of them again for the same accident or injury. In any case, combined sick leave/Worker's Compensation pay benefits shall not exceed regular pay dollar amounts. When getting full pay via the 120 day pay period of claim or sick day option, vacation and sick days will accrue.

**ARTICLE IX
INSURANCE
(continued)**

(A) (continued)

5. PHYSICAL CHECK-UPS - It shall be at all times the prerogative of the School District to utilize their doctor/doctors to evaluate the physical condition of any employee receiving benefits under these provisions.
6. INJURY ON THE JOB - Any employee incurring an injury on the job requiring their need to go home, shall receive pay for a full day's work at the regular rate. If they are required to report back to the doctor during regular working hours, they shall be paid for time lost.
7. VACATION AND SICK TIME will not accrue while receiving state mandated Worker's Compensation Benefits only.
8. TEN-MONTH EMPLOYEES who are required to take their vacation days during predesignated time periods will be charged vacation days on these dates. When these predesignated vacation days fall in conjunction with a Worker's Compensation Claim period, as defined in (2) above, the employee is entitled only to his/her regular pay benefits even though the predesignated vacation day is charged. The period of claim will be extended by the number of predesignated vacation days charge. Predesignated vacation days still available when the regular pay benefit period has expired will be used to make up salary differential on those dates if the employee is still receiving Worker's Compensation.

Section 4. Life and Accident Insurance - Group Life Insurance and Accidental Death and Dismemberment:

	<u>Employee</u>	<u>Spouse</u>	<u>Children</u>
1987-93 Life Insurance	\$35,000	\$2,000	\$2,000*
A. D. & D.	\$35,000	\$2,000	\$2,000*

*0 - 19 years old

**Dual coverage not provided

Section 5. Long-Term Disability

General Description:

Waiting Period	180 days
Benefit Level	67%
Maximum Base Salary	\$30,000

ARTICLE X
VACATIONS

Section 1. Regularly Employed Personnel

(A) Regularly employed personnel who have completed the following periods of continuous service by June 30th of the preceding school year shall be entitled to pro rata vacations as follows:

One (1) to five (5) years of service -- two (2) weeks

Five (5) to ten (10) years of service -- three (3) weeks

Ten (10) years of service and over - one additional vacation day each year to a maximum of twenty (20) days

Regularly employed personnel who will have completed less than one (1) year of continuous service by June 30th of the preceding school year to be taken during the following school year as follows:

Period Worked: 26 days - Vacation Earned: One (1) day

Thereafter, one (1) day for each subsequent twenty-six (26) days or major fraction thereof.

#3
11/3/94

Vacation Days

1. That consistent with Article X, Section 1 (A), the words **continuous service** from this point on shall be interpreted as meaning a regularly scheduled work day for which the employee receives one of the following:
 - a. a regular day's pay
 - b. a sick day
 - c. a vacation day
 - d. a day paid via Board compensated worker's compensation

2. Any days of absence not meeting the above criteria will result in the employee's vacation days being calculated consistent with Article X, Section 3: Part time Personnel (1 day for each 26 days worked).

**ARTICLE X
VACATIONS
(continued)**

Section 2. Christmas/Easter/Winter Break Vacation Pay

- (B) (C) During the weeks of Christmas, Easter and Winter Break, when there is not school, employees whose services are not concurrently required, will be paid for these weeks as vacation weeks.

#2 12/10/93

Bus Driver

Special Use of Extra Vacation Days

Both parties agree that bus drivers who earn more vacation days than can be used may request permission from the administration to use these days while school is in session, subject to the following conditions:

1. The request is made in writing no less than seven (7) calendar days prior to the requested day(s).
2. The day requested is not immediately preceding or following a holiday or vacation/break period.
3. Substitute drivers must be available.
4. Permission will be granted with the understanding that the administration reserves the right to revoke said permission up to 4:00 p.m. of the day previous to the requested day if there becomes a possibility that the district will not have substitute bus drivers to cover the route.
5. This option is available to only one (1) driver per day and will be granted on a first come, first served basis.

Section 3. Part-Time Personnel

All benefits accrued under these conditions shall be awarded and distributed on a pro rata basis for less than full time employment.

ARTICLE XI
WORKING DAYS, HOURS, YEAR, OVERTIME

Section 1. Work Day

(A) The standard work day shall be eight (8) hours for all employees.

Section 2. Hours

(D) The work day will start at 7:00 a.m. and end at 3:30 p.m., Monday through Friday; the afternoon shift will start at 3:30 p.m. and work to 11:30 p.m. At the junior and senior high schools, the afternoon shift will work from 4:00 p.m. to 12:00 midnight and the midnight shift will work from 11:00 p.m. to 7:00 a.m.

Section 3. Work Week

The standard work week shall be forty (40) hours, five (5) consecutive recurring day work schedule.

Section 4. Work Year

(B & C) Regular employees shall be guaranteed 180 days of annual employment.

Section 5. Summer Hours

(D) During summer months, when school is not in session, all afternoon and midnight employees will work day schedules.

Section 6. Lunch/Break Periods

- (D & C) .
1. The lunch period each work day will be one-half hour for full-time employees. Second and third shift employees must eat their lunch in the building of immediate employment of service.
 2. Each employee shall be allowed a morning and afternoon coffee break. Each break shall be for a period of 15 minutes.
 3. Building break time schedules shall be determined by the Director of Custodial/Maintenance Services and the building Head Custodian who shall mutually develop a functionally responsible schedule that shall be posted in each building.

ARTICLE XI
WORKING DAYS, HOURS, YEAR, OVERTIME
(continued)

Section 6. (continued)

4. Coffee break privileges shall be permitted only in the building of immediate service. Under no circumstance shall any employee take a coffee break other than on school premises.

Section 7. Notice of Absence

- (A) If for some legitimate reason the employee is unable to report for work at the established time set forth by the district for their particular shift to begin, the Director of Custodial/Maintenance Services should be notified at least 30 minutes before starting time.

Section 8. Overtime

- (A) 1. Employees shall be paid time and one-half for all work in excess of eight (8) hours in any one day and/or after 40 hours in one work week.
2. Employees shall be paid double time for all hours of work performed on a holiday.
3. Employees working on the sixth or seventh day will be paid at the overtime rate.
4. Overtime shall be divided as evenly as possible within each building and/or department. Departmental or classification overtime shall be equally divided by seniority when possible. Each 60-day period the management shall submit an itemized overtime list setting forth clearly all overtime paid during the immediate reporting period as well as accumulated overtime to date. Reports shall originate and terminate annually.
5. When a custodian is absent in a building, other custodians within the building will be given the first opportunity for overtime. This will apply to buildings with more than one custodian and for employees on the afternoon shift and midnight shift when possible. There will be a four-hour maximum on overtime allowed which will be at the option of the employee. This applies only to temporary, unexpected absences in the custodial unit only.
6. When there is a need for work to be finished up in any one building and/or department beyond the regular eight-hour day, then the employees in the immediate school building or department shall divide the overtime with the approval of the appropriate Director/Supervisor or the Superintendent of Schools. All work to be done after the regular eight-hour work day shall be considered overtime.

ARTICLE XI
WORKING DAYS, HOURS, YEAR, OVERTIME
(continued)

Section 9. Week-End Building Check

- (D) Senior or junior head engineers assigned to weekend building checks will spend a minimum of one hour per day on weekend building check with the general duties of:
1. Check doors and windows and make sure they are secure; check for vandalism.
 2. Check pool and pool filter.
 3. In winter time, check boilers, pumps and heating units to insure that all sections of the building have sufficient heat to insure the safety of the building.
 4. Respond to emergency calls when called by police, guard service or Director of Custodial/Maintenance Services.

Senior or Junior head engineers, or their appointed substitutes will be paid two hours at one and one-half times their regular hourly rate for the services set forth in Section 9 above. In the event of required, approved extra service or time, such time also will be paid at the rate of time and one half.

Section 10. Exceptions

- (A) Exceptions to the above conditions shall be mutually agreed upon by the employer and the union.

ARTICLE XII

HOLIDAYS

Section 1.

- (A) All employees shall receive the following paid holidays when such holidays occur during periods of current employment.

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Monday after Easter	December 24
Memorial Day	December 25 - Christmas Day
July 4	December 31
Labor Day	

In addition, when July 4 falls on a Tuesday, July 3 shall be a paid holiday; when July 4 falls on a Thursday, July 5 shall be a paid holiday...providing in either instance that school is not in session.

For these days, employees will be paid at their regular rate and hours of pay.

Section 2. Holiday Pay Qualifications

- (A) In order to qualify for a holiday with pay, an employee must be on duty immediately before and after the holiday. Authorized absence with pay will be considered as being on duty.

ARTICLE XIII

SICK LEAVE

Section 1.

- (A) All personnel will earn at the rate of one (1) day of sick leave pro rata per month of employment to be used without loss of pay for any of the following reasons:

Personal Illness
Quarantine
Immediate Family Illness
Tragedy or Death
Pressing Personal Business

1. Not more than five (5) days of the total number of days allowed may be used each year for serious illness, tragedy or death of a relative or religious holidays.
2. Not more than two (2) days of the total number may be used for personal business, such leave to be granted upon written application by the employee before the absence, if possible. In the event of an emergency, personal business days may be approved after the absence of employee.

#4
11/3/94

1. Consistent with Article XIII, Section 1(A), the words one day of sick leave per rata per month of employment will be interpreted to mean full months of employment that the employee was reimbursed via:
 - a. a regular day's pay
 - b. a sick day
 - c. a vacation day
 - d. a day paid via Board compensated worker's compensation
2. The case where an employee has worked less than 12 full months (2,080 hours or 260 days) will result in sick days being calculated by the percentage derived from dividing the total number of regular days worked by 260 times 12.

Section 2.

- (A) At the end of each year the unused portion of the sick leave days shall become accumulative and shall add without limitation to any such previous accumulation.

Section 3.

- (A) Religious holidays shall be approved in advance by the Director of Custodial/Maintenance Service and shall be treated as a deduction from sick leave.

ARTICLE XIV

RETIREMENT-SICK LEAVE PAY BENEFITS

Section 1.

- (A) Upon retirement or death, the employee or their beneficiary shall be paid one-half (1/2) their unused cumulative sick days up to a maximum of sixty (60) full days of pay. In addition, for every block of 25 days in excess of 120 cumulative sick days, the employee shall receive \$500. Payment for days in excess of the 120 that do not make up a 25-day block will be pro-rated accordingly.

The term "Retirement" shall be defined as the eligibility of the employee to retire under the provisions of the Michigan School Employees Retirement Fund Law.

In instances of retirement only, cumulative sick leave pay shall not in any case be less than \$1,250, subject to the following qualifications:

1. The employee's attendance and/or absence record over the final five years of employment with the School District shall be reviewed by a joint committee of employer/employee representatives. It shall be the decision of this committee (two from each side) to pass upon and/or otherwise approve the amount, if any, of this payment. If the joint committee cannot agree, a fifth person agreed upon by each side, will be brought in to hear the facts and make the decision.
2. Employees who are less than eight hour employees will receive pro rata benefits based on the ratio of hours of day worked in relationship to an eight-hour day computed on the last five years of employment.

ARTICLE XV

SEVERANCE PAY - SICK LEAVE PAY BANK

- (A) Upon voluntary termination of employment; not, however, involving a disciplinary action, employees who have both attained the age of 55 and completed seven years or more of school district employment may be paid one half of their accumulated sick leave days up to a maximum of 60 days.

ARTICLE XVI

TRANSFERS

Section 1.

- (A) If any present employee is transferred to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit, they shall reenter the unit with the seniority they held at the time of leaving the unit.

Section 2.

- (C) (D) If and when a building shall be phased out of operation, employee(s) affected will be given opportunity to transfer on the basis of qualification, seniority and classification.

Section 3.

- (A) Normal operation transfers and changes of assignments will be, whenever possible, on a voluntary basis. In making involuntary transfers, the convenience and wishes of the individual will be honored to the extent that such considerations do not conflict with the operational requirements and best interests of the District. Employees being involuntarily transferred will be assigned only to a position paying at least the same compensation.

If and when an employee is transferred for an extended period of time, the President of the Local shall be notified of said transfer by the Employer. Said notice shall include a statement of basic reasoning and/or determination.

ARTICLE XVII
USE OF BUILDINGS

Section 1.

- (D) There will be a custodian or a maintenance employee called in whenever a building is to be used on Saturday, Sunday or any day beyond the regular working schedule. Schedules are to be arranged so that a custodian or custodians will be in attendance at all times when buildings are being used by outside groups (except small planning or executive groups may meet without a custodian if a member of the Administration is present). In case of an emergency meeting, the building custodian should be notified as soon as possible.

On any occasion that an employee is required to return to a building or to an assignment as set forth above, overtime pay shall be a minimum of two (2) hours.

Section 2.

- (A) There shall be a bulletin board placed in a conspicuous place for use of the Union in each school.

Section 3.

- (C) (D) The principal shall have administrative charge of the building during the time school is in session and there shall be mutual cooperation between the custodial staff and the principal. At all times the custodial, maintenance and cafeteria personnel shall be directly responsible to the supervisors, directors and related district administrators.

ARTICLE XVIII
SPECIAL MEETINGS

Section 1.

- (A) Special meetings to discuss important matters will be arranged between the local president and the employer or their designated representatives upon the request of either party. Such meetings shall be between at least two representatives of each - the Union and the Employer. Arrangements for such special meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters to be taken up in special meetings shall be confined to those included on the agenda. Such meetings may be attended by a representative of the council or a representative of the International Union.

ARTICLE XIX
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

(A) Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- Step 1. Any employee having a grievance shall first take up the matter with their immediate supervisor and committeeman. The supervisor shall attempt to adjust the matter and shall respond to the steward or employee within three (3) working days. If the grievance has not been settled within three (3) working days. If the grievance has not been settled within three (3) working days, it shall be taken to the next step.
- Step 2. The President shall arrange a meeting within seven (7) working days between all parties involved - the Director of Custodial/Maintenance Services, the Employee involved, the Committeeman and Local Union President. This committee will attempt to reach a satisfactory solution. If no agreement is reached by the parties involved within seven (7) working days, it shall be processed to the next step of the grievance procedure.
- Step 3. If no agreement has been reached with the Directors of Custodial/Maintenance Services, the matter shall within seven (7) days be referred to the Superintendent of Schools, who shall have seven (7) days after notice of said grievance to reach a solution or agreement with the Union.
- Step 4. If said grievance is not settled at either the second or third step, it shall be submitted within seven (7) days to the Board of Education who will attempt to reach agreement with the Union within thirty (30) days. If the decision of the School Board is unsatisfactory to the Union, the grievance shall be handled as provided in Step 5 within fifteen (15) calendar days.
- Step 5. Arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days. If the parties fail to select an arbitrator out of mutual agreement, the following procedure shall be followed:
 - a. Selection of five (5) qualified members submitted by the American Arbitration Association shall be presented to each party for approval. Both the Employer and the Union shall have the right to strike two (2) names from the panel. Each shall strike a name until only one (1) remains. The one (1) remaining shall be the arbitrator.

ARTICLE XIX
GRIEVANCE AND ARBITRATION PROCEDURE
(continued)

Section 2.

- (A) All decisions of the arbitrator shall be final and binding on both parties. Any award by the arbitrator shall be bound by the specific content and conditions agreed upon in the contract. Such award shall, therefore, not add to nor subtract from the conditions of this Agreement. The expense for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union.

#1
3/20/93

Should a difference arise between the Hazel Park District staff and AFSCME, Local 271, as to the meaning on the application of the negotiated agreement related to the time lines contained in Article XIX, it is agreed that any reference to day(s) will exclude Saturdays, Sundays and all holidays.

ARTICLE XX
DISCIPLINE AND DISCHARGE

Section 1.

- (A) An employee shall be removed from the payroll and seniority list when they:
1. Quit
 2. Are absent for three (3) consecutive working days without notifying the Employer of such absence, unless failure to do so is due to circumstances beyond their control.
 3. Are discharged for just cause and not reversed through the grievance procedure.
 4. Fail to return to work within three (3) days after a registered letter, return receipt requested, is dispatched (based upon their seniority) by the Employer unless the said employee presents reasonable cause (sustained by the facts) for their failure to return to work.

Section 2. Discharge or Discipline

- (A) 1. The Employer agrees, upon the discharge or discipline of an employee, to promptly notify in writing the President of the Union.
2. The discharged or disciplined employee will be allowed to discuss their discharge or discipline with the President of the Union and the Employer will select an area where they may do so before they are required to leave the property of the Employer. Upon request, the Employer or their designated representative will discuss the discharge or discipline with the Employee and the President of the Union.
3. Should the discharged or disciplined employee or the President consider the discharge to be improper, a complaint shall be presented in writing through the President to the Employer within two (2) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.
4. Any basis for pending disciplinary action by the Employer shall not take into account any prior infractions which occurred more than two (2) years previously. Exceptions to these conditions can be mutually agreed upon.

ARTICLE XXI

UPGRADING

Section 1. Promotions

- (B) (D) Promotions shall be awarded on the combined basis of seniority, demonstrated ability to perform the task, meritorious service and the length of continuous related service.
- (C) Promotions shall be determined by the Director of Food Services who will give due consideration to such matters as demonstrated ability to perform the task, meritorious service and length of continuous related service experiences.

Section 2. Job Openings

- (A) When a new job classification within the department is created or a vacancy occurs, the Employer shall within five (5) working days post notice of such opening with five (5) additional days of posting and final five (5) days allowed for the award -- (total of fifteen [15] days). Notice detail should include such information as required qualifications for the job, basic duties, rate of pay for the job, etc. Any bid made after the expiration date stated on the posting shall not be considered in filling of the job. Bids will be accepted from any qualified employee within the department.

Section 3.

- (A) When any employee has been awarded a bid position, they must remain on that job for a period of six months and cannot bid on any other openings except if a higher position should arise.

Section 4. Temporary Classification

- (A) When employees are temporarily assigned out of their classification for four (4) hours or more in any one day, they shall receive pay at the higher classification rate. Assignments to such duties shall be determined on the basis of demonstrated ability to perform the task as well as seniority.

*Procedural deviation from the above schedule shall be by mutual agreement between the Union and the School District and shall require immediate notice and reason for such exception to be forwarded to the President of the Union (*also applies to Section 2 - Job Openings).

**ARTICLE XXII
IN SERVICE TRAINING**

Section 1.

- (A) A program shall be originated to encourage employees to periodically attend local, state and other in service training sessions. While in attendance, employees will receive their regular rate of pay. Sessions conducted where overnight accommodations are necessary will be paid for by the Hazel Park Board of Education, including housing, meals and transportation.

#5
1/2/97

- (C) Both parties agree to the following clarification of the language contained in Article XXII, Section 1, related to cafeteria employees:

The following classes are considered mandatory. These classes must be completed within one (1) year of date of hire. The Administration agrees to pay, consistent with the article language for the following:

Sanitation and Safety
Food Basics

All other classes taken will be at the expense of the individual and on their own time. However, if the Administration initiates class attendance, the district will reimburse expenses and wages consistent with Article XXII.

ARTICLE XXIII
DISCRIMINATION CLAUSE

Section 1.

- (A) The Union shall impose no discriminatory qualifications for membership by reason of race, color, religious creed, sex, age, national origin, ancestry or numerical restriction of total membership unless based upon a bonafide occupational qualification, and the Union shall grant to all members equal voting rights.

Section 2.

- (A) The Employer shall not discriminate against employees because of race, color, religious creed, sex, age, national origin, ancestry or union membership or activities in the Union.

ARTICLE XXIV
MISCELLANEOUS PROVISIONS

Section 1. Leaving Building During Working Hours

- (C) (D) No employee is to leave the building to which they are assigned except with the permission of the Principal or the supervisor in charge during school hours, and at all other times, with the permission of the Director of Custodial/Maintenance/Transportation Services, or the Superintendent of Schools.

Section 2. Temporary and Part-Time Employees

- (D) It shall be understood between the Union and Management that part-time and temporary employees shall not work to exceed 25 hours in any calendar month. This is not to be construed to stop the employment of substitutes when necessary to help fill in the work force whenever regular employees are out due to illness or vacations.

For each and every month wherein a temporary employee works for 25 or more hours, said employee shall be responsible for payment of an administrative service fee in an amount equal to monthly union dues. This amount shall be due and payable to the Union as with other dues deductions.

Section 3. New Rules

- (A) Before the Employer puts new rules into effect that alter or modify specific conditions of this Agreement, they shall be mutually agreed upon between the Union and the Employer. They shall then be attached as an appendix to this Agreement.

Section 4. Strikes and Lock-Outs

- (A) Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, sit down, stay-in, or slowdown at any building or property of the School District, or any curtailment of work or restriction of production or interference with the operations of schools during the term of this Agreement or during any period of time while negotiations are in progress between the Union and the District for the continuance or renewal of this Agreement. In the event of work stoppage, or other curtailment of production, the District shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

Section 5. Armed Services

- (A) The Employer agrees that the same right to reemployment which the law affords to Selective Service employees inducted into the Armed Services of the nation shall accrue to employees voluntarily enlisting in such armed forces, providing each such employee notifies the employer of such enlistment when leaving their employ. The employer shall give to each such employee in case the equivalent of one-half (1/2) of accumulated sick leave.

ARTICLE XXIV
MISCELLANEOUS PROVISIONS
(continued)

Section 6. Back Wages

- (A) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate.

Section 7. Jury Duty

- (A) Employees called to jury duty shall receive the difference between the jury pay and their regular wages during time they are serving on the jury.

Section 8. Supervision

- (A) Supervisory personnel shall not perform duties that do not pertain to their position or status, except for emergency conditions. In such instances of repeated need or circumstances, proper assignments shall be made to an employee from within the bargaining unit.

Section 9. Uniforms

- (A) Uniforms shall be provided membership employees per the following allocation. It should, however, be clearly understood that any uniform or portion of a uniform requested or otherwise made available to an employee must be worn at all times while on the job.
- (D) All clothing referred to in the Article will be distributed by September 15 of each year. Exceptions will be granted to the September 15 date when conditions beyond the control of the Employer arise.
- (B) 1. Bus drivers shall be eligible to receive one (1) jacket and two (2) pairs of slacks annually.
- (C) 2. Cafeteria personnel shall be eligible to receive three (3) uniforms annually.
- (D) 3. Custodial/Maintenance personnel shall be eligible to receive three (3) uniforms annually.
- (D) 4. Rain/foul weather gear will be available for maintenance personnel who are regularly required to work out-of-doors.
- (A) 5. Employees will not be required to turn in old uniforms to receive new uniforms.

Section 10. Vacation Pay Allowance

Vacation pay shall be paid in advance provided the employee requests such pay at least one week in advance. The employee shall be notified as to whether the advance payment will be made no later than three (3) days prior to said vacation. Vacation pay will not be paid in advance for vacations of less than one week.

ARTICLE XXV
BUS DRIVING OPERATIONS

Section 1. General Conditions

- (B) 1. It is clearly understood that the Director of Custodial/Maintenance and Transportation Services retains the right to make any and all necessary changes and/or adjustments in scheduling of bus runs, using current seniority list.
2. Drivers, as a condition of employment, shall, when initially hired, present a valid chauffeurs license. The Board shall reimburse the driver for subsequent renewals of the license.
3. Driver's work day shall commence and end as scheduled by the Director of Custodial/Maintenance and Transportation Services.
4. A notice shall be posted June 1 of each year requesting drivers for scheduled runs during summer school session. All factors being equal, seniority shall be the determining factor for selection of the requisite numbers of drivers.
5. Bus drivers shall not deviate from the scheduled bus routes to make any stops other than the official stops established by the Director of Custodial/Maintenance and Transportation Services.
6. A bus driver shall assume full authority over their bus and passengers. Said driver shall not discharge any student from a bus for misbehavior while on route to and from school. The driver shall report to the Building Principal the misconduct of any pupil while on their bus, or under their immediate supervision, or return the bus with its load of students to the building in order to report the student or students' misconduct to the building principal and also the director of custodial/maintenance and Transportation Services.
7. The bus driver shall report any and all changes in the performance of their vehicle and note repairs needed on daily inspection cards. The driver shall retain a copy with the ate of report.
8. Bus drivers shall be paid a meal allowance when on field trips of four hours more outside the Hazel Park School District. Proof of purchase must be submitted upon return to the district. Lunch reimbursement shall not exceed \$2.50 -- dinner shall not exceed \$4.50.
9. All Field and Athletic trips shall be paid from the time they leave the parking lot until they return to same.
10. It is understood that bus drivers are specially trained and uniquely qualified to handle the individual needs and services to be provided the children and citizens of the district. This means that there must be a regular and orderly day-to-day carryover in each driver's performance and/or assignment area.

This is not to mean that there cannot be exceptions* to regular assignments to provide for an occasional or otherwise special trip or run. This circumstance might particularly apply in instances wherein overtime would assuredly result. Assignments and/or reassignments to cover such special runs shall be distributed as evenly as possible within the department sequence or order of special assignments and/or resultant overtime shall be by seniority.

*Meaning that there can be exceptions to these provisions for both assignment and overtime.

ARTICLE XXV
BUS DRIVING OPERATIONS
(continued)

Section 1. General Conditions (continued)

11. Part-time drivers (those not hired by the Board of Education) will not be assigned to Saturday or Sunday runs. Part-time drivers shall be limited to a 90-day qualification/training period.
12. Vacated bus runs shall be posted and filled on an equal basis of seniority and ability.

Section 2. Trip Cancellations

Trip cancellations occurring two hours beyond the close (5:00 p.m.) of the work day: In such instances, the employee, after reporting, shall be paid a two-hour call-in minimum.

Trip cancellations occurring two hours or less beyond the close (5:00 p.m.) of the work day: Pay shall be based upon the following schedule of full 15-minute blocks of related employee time; such time to include that associated with both reporting as well as securing vehicle (garage to garage time).

0 to 15 minutes	- Regular pay
15 to 30 minutes	- Time and one-half
30 to 60* minutes	- Double time

*60 minutes (one hour maximum)

Section 3. Equalization of overtime hours

Extra driving or overtime hours shall be rotated from one list among the employees in the department as to the availability of driver and bus according to set trip starting time. Employees will be placed on the list by seniority. The employee with the lowest number of total hours on the list will be given all consideration to make up the hours on the next week's trip schedule. All buses and drivers regularly not scheduled during the middle of the day will be assigned day runs and charged for the time worked.

All drivers shall be rotated from the list that covers all runs after school hours.

All overtime hours will be rotated to be kept as equal as possible and scheduled as driver and bus are available.

Overtime hours shall be computed on to the regular hours; i.e., one and one-half hour for every overtime hour, two hours for double time.

Employees who do not wish to work other than their assigned runs will make their request known in writing. Their names will then be removed from the schedule per their request. If they wish to be placed back on the trip list, they will make their intentions known in writing. Said driver will then be placed on the list and will receive the same extra hours that the highest driver has recorded.

ARTICLE XXV
BUS DRIVING OPERATIONS
(continued)

Section 3. Equalization of overtime hours (continued)

If the employee refuses a trip, the employee will be charged with the number of hours worked by whoever took said trip with the exception of an employee who informs the employer 48 hours in advance of trip will not be charged with the hours.

Employee will also not be charged for trips refused if they occur during the time of their regularly scheduled hours.

If an employee accepts a trip and then for some reason cannot take the trip, the driver shall be charged twice the number of hours the trip worked.

Records of overtime worked shall be posted on the bulletin board and kept current.

Relief drivers will be charged for all hours worked and must be available for any and all routes and trips.

ARTICLE XXVI

EVALUATION/PERSONNEL FILE

- (A) All annual evaluations shall be general in content. Specific items relating to an employee's workmanship or behavior shall be resolved at the time of occurrence and shall not be included as specific isolated items in the yearly overall evaluation process.
- (B) Each employee may examine the contents of his/her personnel file at any reasonable time in the presence of an administrator. He/She may at his/her own expense copy or reproduce any item or items in the file.
- (C) In the event that an employee has, in his/her file, any annual evaluation forms that may be construed as detrimental to promotion, only the two most recent annual forms may be considered for such promotion.
- (D) Employees shall have the right to respond in writing to any part of the formal evaluation. That response will be attached to the form.
- (E) The employer shall have the right to devise and utilize reasonable evaluation forms and procedures which are not in direct conflict or violation of this agreement. Such reasonableness shall be subject to the grievance procedure.
- (F) The evaluation shall be done sometime during each fiscal year.

American Federation of State, County and
Municipal Employees Union, AFL-CIO,
Local #271

ARTICLE XXVII

TERMINATION, RENEWAL AND MODIFICATION

1. This contract shall take effect as of July 1, 1999 and shall remain in force and effect until June 30, 2001. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification, or a new contract.
2. Upon receipt of notice to negotiate, both parties must immediately enter into collective bargaining for the purpose of arriving at a just settlement of all issues by June 30, 2001. Notice must be by registered mail with return receipt requested.
3. In the event any provisions of this contract become impractical in their application, both parties hereto agree to reopen the question for further discussion and any revisions arrived at by mutual agreement shall automatically become a part of this contract.

IN WITNESS WHEREOF: The parties have hereto set their hands and seals this day and year first above written:

Executed at: Hazel Park, County of Oakland
 State of Michigan, March 26, 1999
 (date)

Hazel Park Board of Education

Clinton Walker

Clinton C. Mayo

James G. Duke

American Federation of State, County and Municipal Employees Union, AFL-CIO, Local #271

Michael Searcy

Richard F. Young

Steve Brown

James W. Suter

Ardis Bean

Robert F. Miller

Michael Randall

James Osborne

Tom Scott

**Hazel Park Board of Education
American Federation of State, County and Municipal
Employees - Local 271 AFL CIO**

	1999/2000		2000/2001	
	Minimum	Maximum	Minimum	Maximum
Master Maintenance				
Hourly	21.07	21.73	21.60	22.27
Weekly	842.80	869.20	864.00	890.80
Annual (2080 hours)	43,825.60	45,198.40	44,928.00	46,321.60
<i>The classification of Master Maintenance may only be attained by qualified personnel who have attained a journeyman's card in their skill area.</i>				
Skilled Maintenance				
Hourly	18.80	19.68	19.27	20.17
Weekly	752.00	787.20	770.80	806.80
Annual (2080 hours)	39,104.00	40,934.40	40,081.60	41,953.60
Head Engineer				
Hourly	18.47	19.13	18.93	19.61
Weekly	738.80	765.20	757.20	784.40
Annual (2080 hours)	38,417.60	39,790.40	39,374.40	40,788.80
Semi Skilled				
Hourly	18.00	19.00	18.45	19.48
Weekly	720.00	760.00	738.00	779.20
Annual (2080 hours)	37,440.00	39,520.00	38,376.00	40,518.40
Head Custodian				
Hourly	17.57	18.58	18.01	19.04
Weekly	702.80	743.20	720.40	761.60
Annual (2080 hours)	36,545.60	38,646.40	37,460.80	39,603.20
Maintenance				
Hourly	17.23	18.23	17.66	18.69
Weekly	689.20	729.20	706.40	747.60
Annual (2080 hours)	35,838.40	37,918.40	36,732.80	38,875.20
\$.05 - Afternoon				
\$.10 - Midnight				
Engineer				
Hourly	17.57	18.58	18.01	19.04
Weekly	702.80	743.20	720.40	761.60
Annual (2080 hours)	36,545.60	38,646.40	37,460.80	39,603.20
\$.05 - Afternoon				
\$.10 - Midnight				
Truck Driver				
Hourly	17.09	18.06	17.52	18.51
Weekly	683.60	722.40	700.80	740.40
Annual (2080 hours)	35,547.20	37,564.80	36,441.60	38,500.80

**Hazel Park Board of Education
American Federation of State, County and Municipal
Employees - Local 271 AFL CIO**

	<u>1999/2000</u>		<u>2000/2001</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Custodian I				
Hourly	16.80	17.81	17.22	18.26
Weekly	672.00	712.40	688.80	730.40
Annual (2080 hours)	34,944.00	37,044.80	35,817.60	37,980.80
Bus Maintenance/ Garage Attendant				
Hourly	17.23	18.23	17.66	18.69
Weekly	689.20	729.20	706.40	747.60
Annual (2080 hours)	35,838.40	37,918.40	36,732.80	38,875.20
Bus Driver				
Hourly	16.27	17.25	16.68	17.68
Weekly	650.80	690.00	667.20	707.20
Annual (2080 hours)	33,841.60	35,880.00	34,694.40	36,774.40
Laundry Attendant				
Hourly	15.11	16.16	15.49	16.56
Weekly	604.40	646.40	619.60	662.40
Annual (2080 hours)	31,428.80	33,612.80	32,219.20	34,444.80
Cafeteria Employees Hired before July 1, 1988				
Baker - Manager	15.73	16.41	16.12	16.82
Cook - Manager	15.73	16.41	16.12	16.82
Cook - Helper	14.30	15.50	14.66	15.89
Baker	14.30	15.50	14.66	15.89
Baker's Helper	14.11	15.03	14.46	15.41
Utility	14.11	14.88	14.46	15.25
Substitute	13.07		13.40	
Cafeteria Employees Hired on or after July 1, 1988				
Baker - Manager	12.65	13.31	12.97	13.64
Cook - Manager	12.65	13.31	12.97	13.64
Cook - Helper	11.21	12.41	11.49	12.72
Baker	11.21	12.41	11.49	12.72
Baker's Helper	11.01	11.94	11.29	12.24
Utility	11.01	11.77	11.29	12.06
Substitute	9.99		10.24	

