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6/30/2001

AGREEMENT

between

MIDLAND PUBLIC SCHOOLS
MIDLAND COUNTY

and

UNITED STEEL WORKERS OF AMERICA
AFL - CIO - CLC

LOCAL 14331

July 1, 1984
Rev. November, 1997
Rev. September, 1999

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Midland Public Schools

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AGREEMENT

This Agreement made and entered into this 1st day of July, 1984 by and between the Board of Education, Midland Public Schools - Midland County (hereinafter referred to as the "District") and United Steel Workers of America, AFL-CIO-CLC, on behalf of Local Union 14331 (hereinafter referred to as the "Union").

Article I RECOGNITION

- A. The District hereby recognizes the Union as the sole and exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of the maintenance, custodial, grounds and warehouse of said District, excluding chief custodian, chief groundskeeper, building head custodians, equipment engineer, managers of school maintenance and development, operations, plant development and temporary employees.
- B. A temporary employee is one who does not replace a full-time employee and who is employed less than 100 calendar days during one calendar year. This number of calendar days may be extended by mutual agreement between both parties. Whenever a temporary position becomes permanent, said position shall be posted as outlined in Article VI.
- C. Temporary employees will not accumulate seniority. If a temporary employee is hired on a permanent basis, then the employee's seniority will revert to date of hire.

Article II
PURPOSE AND INTENT

- A. The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the School District, the Employee, and the Union.
- B. The District and the Union shall encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.
- C. During the term of the Agreement, both parties agree to meet at the request of either party for the purpose of discussing any provisions in the Agreement.
- D. The District will not negotiate with any other union group or organization claiming representation during the term of this Agreement.
- E. The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination as to sex, marital status, race, color, creed, national origin, or political affiliation.

Article III
RIGHTS OF THE EMPLOYER

The District reserves and retains, subject to the terms of this Agreement, all rights to manage and direct its work forces, such as the determination of policies, operations, assignments, schedules, work areas, discipline, and layoffs, for the orderly and efficient operation of the District.

Article IV
AGENCY SHOP

SECTION A

UNION MEMBERSHIP PRESENT MEMBERS

Any employee who is a member of the Union in good standing on the effective date of this Agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

SECTION B

UNION MEMBERSHIP NEW EMPLOYEES

Any employee who on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

1. In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, the employee may refuse, without being in violation of Section B and provided that on the thirtieth (30th) day after the signing of this Agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee checkoff authorization fee equal to the monthly Union dues on a form furnished by said Union.
2. In the event an employee refuses to comply with Section B or B 1., the employee shall be subject to discharge only after official notice from the International Union.

SECTION C

CHECK OFF

The Employer agrees to deduct from the wages of such employees, in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union, or, in the event the employee has signed a service fee authorization in accordance with Section B and B 1., the Employer agrees to deduct the monthly service fee as designated in said authorization. Said deduction shall be made the second pay each month.

With respect to all the sums deducted by the Board pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fee, the Board agrees promptly to remit to the International Secretary-Treasurer of the Union, P.O. Box 98517, Chicago, Illinois, such sum deducted. A copy of such list shall be furnished to the financial-secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

SECTION D

NOTICE TO UNION OF NEW EMPLOYEES

Newly hired employees will be given a Union authorization card or a service deduction card and the financial-secretary of the Local Union will be notified in writing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any. Responsibility for signing the card rests with the newly hired employee and the Local Union.

SECTION E

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

The Union agrees to indemnify and save the Board harmless against any and all claims, suits and other forms of liability that may arise out of or by

reason of action taken in reliance upon individual authorization furnished to the Board by the Union, or for the purpose of complying with any provisions of this Article.

Article V
SENIORITY

- A. It is agreed that whenever the District either reduces or increases its regular working force the principle of seniority shall prevail, provided, however, the employee retained or recalled is qualified to do the work.
- B. The seniority of each employee shall be computed in years, months, and days from hiring date. (Hiring date to be the first day of active employment)
- C. When an employee's job is eliminated or the employee is bumped by another employee, the employee whose job is being eliminated is entitled to bumping rights according to seniority, ability, and qualifications. The employee shall have bumping rights because of a change in shift, or a change of 30% or more in the job assignment, or the total work hours of the employee's assignment are reduced.
- D. Bumping rights are defined as follows:
 - 1. Seniority is defined as length of service with the Midland Public Schools from the date of hire.
 - 2. The employee must have greater seniority than the employee being bumped.
 - 3. Any employee with eight years or more of seniority may bump any employee with less seniority and equal rate, or any employee in a classification previously held by the employee bumping with the school district, provided the employee with more seniority has the ability and qualifications to do the job of the employee being bumped.

4. Any employee with less than eight years seniority can only bump the person with lowest seniority, regardless of hours, with equal rate or classification in a building or school on any shift (days, afternoons, midnights) provided the employee with more seniority has the ability and qualifications to do the job of the employee being bumped.

Newly hired employees shall be considered as probationary employees for sixty (60) calendar days in their job assignment. There shall be no seniority among probationary employees. When a probationary employee completes a probationary period, the employee shall be entered on the seniority list and shall rank for seniority sixty (60) calendar days prior to the day the probationary period was completed. The sixty-day period may be extended for any approved absences during that period by the amount of said approved absences. 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 this Agreement, except that the District will have the right to discharge and take disciplinary action involving probationary employees without a grievance filed or processed. A probationary employee shall not be eligible for fringe benefits provided for in this Agreement until successful completion of the probationary period.

[Exception: The probationary employee may sign up for the group health insurance program within thirty (30) days following employee's hiring date or during any subsequent year enrollment period designated by the insurance carrier.]

- E. Employees hired prior to July 1, 1982 are assured of employment (no lay off) effective upon the date of ratification of this contract except for reasons of extreme financial emergency in the District, for just cause as outlined in Article XXI, Section L, or for reasons as outlined in Article V, LOSS OF SENIORITY.
- F. Procedure for reassignment of an employee when there is a

job change to their job as spelled out in Article V Seniority.
"Paragraph C" in the current contract.

When such a change takes place, the employee involved shall take one of the following steps:

1. Know they can bump as per contract, or
2. Sign the new position.

If they choose to bump, they must do so within 24 hours of the new job posting deadline. They will then sign the intent sheet as to where they wish to bump.

If the employee wishes to be awarded the new position, he/she must sign the posting to receive it. If they are awarded the position, there will be no bump. If they do not get the position, they will then have 24 hours to make their bump. If he/she is awarded the new position, they will not be held to Article VI, "Paragraph D" for this position only.

After all postings are down, all bumps shall take place within 48 hours upon being notified you are being bumped.

All jobs will have a description posted in the building.

LOSS OF SENIORITY

An employee shall lose seniority and terminate employment with the District for the following reasons:

1. The employee quits.
2. The employee is discharged and the discharge is not reversed through the grievance procedure.
3. The employee fails to return to work within fifteen working days after the issuance by the employer of notice of recall by registered or certified mail to the last known address of such employee as shown on the employer's records.

4. The employee is absent from work without advising the employer and giving satisfactory reasons to the employer for such absence.
5. The employee overstays a granted leave of absence, including vacation, unless there are extenuating circumstances and the supervisor is so notified by the employee.
6. The employee retires.
7. The employee is laid off for a continuous period of two years.
8. If the employee gives a false reason for a leave of absence or engages in other full-time employment during such leave.
9. If a settlement has been made with the employee for total disability.
10. If the employee falsifies pertinent information on the application for employment. [The falsification may come to light any time after the employee's date of hire or date of acquiring seniority.]

Article VI
JOB POSTING

- A. All job openings in the bargaining unit shall be posted on the Union bulletin board for three working days and shall be awarded on the basis of seniority, ability, and qualifications. All postings, including odd schedules, shall have a specific description of the job, the hours, and the assignment of the area.
- B. A job opening will occur only when there is an addition to the work force in a building or a replacement must be procured to fill a vacancy caused by the leaving of an existing employee.
- C. No employee shall sign a job posting unless willing to assume the duties of said job.
- D. An employee who signs a job posting and is awarded the job cannot sign for another posting for a period of sixty (60) calendar days. The

only exception would be if the posting would result in either a promotion or a raise in pay for the employee.

- E. The employee shall sign for the posting at an appropriate place in the Administration Center.
- F. This memo is a clarification of an informal procedure established between Midland Public Schools and United Steelworkers of America Local 14331 regarding the signing of job postings while on sick leave, leave of absence or vacation.

When an employee is on a leave for up to five (5) working days, upon their return to work, they will be entitled to sign any job postings which were offered during the time they were absent. They will be responsible for contacting their immediate manager concerning their intent at the time they return to work. Job postings which were up the day before the employee was off will not be included in this agreement.

When an employee is off for more than five (5) working days, they will be responsible for checking on and signing any job postings which are offered during their absence. If the employee is unable to sign for the posting because they are confined to home or bed, they may call their signing in over the telephone to the Administration Center. The employee will be responsible for periodically calling in and checking to see if any postings are being offered.

Article VII **COMPENSABLE INJURY PAY**

Employees receiving Workers' Compensation benefits as a result of compensable injuries hereafter incurred shall be paid the difference between the proceeds from Workers' Compensation and the employee's full pay period provided, however, that the difference shall be deducted from the accumulated sick leave on a prorated dollar basis. When an employee's sick leave is depleted, employee shall be paid Workers' Compensation only. Upon return to work, said employee will return to the job held on date of injury, providing employee is capable of performing the duties of said job.

The District shall pay the premium of the hospitalization insurance package while employee is receiving Workers' Compensation payments.

Article VII
FUNERAL LEAVE

When a death occurs in an employee's immediate family, the District shall grant three (3) eight (8)-hour days off with pay. The immediate family shall include wife, husband, daughter, son, sister, brother, father, mother, father-in-law, and mother-in-law.

When a death occurs to an employee's son-in-law, daughter-in-law, or grandchild, the District shall grant two (2) eight (8)-hour days off with pay.

When a death occurs to an employee's brother-in-law, sister-in-law, or grandparent, the District shall grant one (1) eight (8)-hour day off with pay.

Such leave shall not be cumulative nor counted as part of sick leave. The employee must notify supervision before beginning such leave and must take such leave at the time of the funeral, unless prior arrangement is reached with supervision to delay a portion of such leave for activities related to the death.

Funeral leave shall be paid at the employee's then current hourly rate.

Article IX
SICK LEAVE

- A. Allotted days of sick leave.
 - 1. Each employee covered by this Agreement shall accumulate fifteen (15) days of sick leave allowance for each year the employee receives pay in a regular yearly position at the rate of 15/12 days per month of full-time employment.
 - 2. If an applicant is hired on or before the fifteenth of the month, employee shall be credited with sick leave earnings for that month. If hired after the fifteenth of the month, employee shall start earning sick leave beginning on the first day of the following month.
- B.
 - 1. Unused sick leave days are accumulated without limitation.
 - 2. Unused sick leave days at the time of termination of employment for any reason including retirement will not constitute a claim upon the District.
- C. Pay while on sick leave.

1. An employee will be paid while on sick leave as follows:
1st day -- no compensation
2nd day -- 4 hours compensation
3rd day and subsequent consecutive days -- full compensation
2. Any employee will be paid sick leave pay starting with the first day providing no sick leave days have been used during the preceding 180 calendar day period.

The employee who has not used any sick leave days during a twenty-four (24) month period shall have four and one-half (4 1/2) bonus sick pay days credited to employee's bonus sick pay account. Paid sick leave pay will start with the first day of an illness as long as the employee has days of credit in employee's bonus sick pay account. The employee's bonus sick pay account will be reduced for each sickness by an amount which would correspond to the number of days (up to 1 1/2 days) which would normally be on a deduct basis. Accumulative sick leave would be decreased by the total number of days of illness, as is usually done. Unused bonus sick pay days shall be carried over from one year to another, and shall be accumulative to 13 1/2 days.

After an employee's bonus sick pay days have been used up, the employee shall again fall under the 180-day clause or the 24-month clause. The 180 calendar days or 24-month period shall start at the time of the last usage of sick leave for each employee.

3. If the employee is admitted to the emergency room or hospital due to an accident or emergency and provides the District with the attending physician's statement that employee should not return to work, the employee will be paid sick leave starting with the first day.
 4. For any employee, vacation days may be used to cover the one and one-half (1 1/2) days unpaid waiting period for sick leave.
- D.
1. An employee, while on paid sick leave, shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority, referred to in this Agreement.
 2. If an employee is injured on the job and therefore eligible for Workers' Compensation, sick leave shall be paid starting on the first day.

- E. Sick leave may not be used for dentist appointments, routine doctor's exam or office call.

- F. Preplanned use of sick leave.
 - 1. Absence for preplanned use of sick leave (such as scheduled surgery or childbirth) will be approved starting on the date at which the employee is physically no longer able to work. This date and the employee's physical inability to work must be certified by the employee's physician.
 - 2. If the date at which the employee is no longer physically able to work is more than one month prior to the date at which the expected purpose for the sick leave is to occur, the District may require an examination by an independent physician and a report by this physician to the District as to the date at which the employee is physically unable to work. The date at which the approved absence is to begin will be the date set by the independent physician. This examination will be at the expense of the District.
 - 3. Absence from work by the employee prior to the date set by the independent physician in accordance with the provisions of Section F.2. will be unauthorized.

- G. Return to work after extended sick leave.
 - 1. In the event of absence of an employee for sick leave for fourteen (14) consecutive calendar days, or in the event of childbirth, fourteen (14) consecutive calendar days following the date of childbirth, the District may require:
 - (a) A statement from the employee's physician that the employee is unable to work. A similar statement may be required each succeeding seven (7) calendar days.
 - (b) An examination of the employee by an independent physician. Such a required examination will be at the District's expense. A report of such an examination must be provided to the District.
 - 2. It is expressly understood that absence under sick leave for recovery from childbirth is not for the purpose of caring for the baby.

3. If the employee fails to provide the physician's statement required under Section G.1. (a) or to undergo the examination by an independent physician required under Section G.1.(b), the employee will be directed to return to work. An employee who does not return to work as directed will be terminated.

Article X
SUPERVISION WORKING

A supervisor shall not take over the shift or duties normally performed by an employee in the bargaining unit except in an emergency.

Article XI
VACATION SCHEDULE

- A. Beginning on July 1 after initial employment, the earned vacation allowances will be according to the following schedule:

<u>Completed Fiscal Years of Services</u>	<u>Earned Days of Vacation</u>
0	*
1-5	15
6-7	16
8-9	17
10-11	18
12-13	19
14-15	20
16-17	21
18-19	22
20-21	23
22-23	24
24 +	25

*During fraction of the year of initial employment, for each complete consecutive month of employment, prior to the end of June 30, one and one-quarter (1 1/4) days vacation will be earned.

- B. Vacation days are eligible for employee use the year after they have been earned.
- C. Vacation days may be borrowed up to half the earned vacation to a maximum of five days.

- D. If all vacation is not used in any one year a maximum of five unused days may be carried over.
- E. The total number of vacation days earned and accumulated by carryover and borrowing shall not exceed 30.
- F. A written application for vacation time while school is in session should be submitted through the employee's manager to the director. Application should be submitted with sufficient advance time to allow the manager at least forty-eight (48) hours to consider said application. If the urgency of the vacation is of such a nature that application in writing is not practical, verbal approval by the manager will be sufficient and the written request will be submitted by the employee upon return from vacation. When school is not in session, vacation time may be arranged for directly with the employee's immediate supervisor.
- G. Vacation may be taken in one-half (1/2) day increments. One vacation day per year may be used in two-hour increments.
- H. Vacation credit will be earned only for those months in which an employee received pay for the majority of the scheduled working days of that month.
- I. The school system is operated on a fiscal year basis, July 1 through June 30.
- J. An employee who retires and qualifies for retirement benefits under the State Retirement Plan shall receive vacation pay prorated on the basis of vacation time earned for the current year.
- K. The beneficiary of an employee who dies while in the service of the District shall receive vacation pay prorated on the basis of vacation time earned for the current year.
- L. Employees who were on active duty in the military service shall receive credit for vacation purposes only as follows: each year served shall be counted as one year of vacation credit effective July 1, 1984. Partial years shall be rounded off to the nearest year. No more than five (5) years of credit time will be allowed.
- M. 1. It is understood that deer season requests for the 1st week of deer season shall be limited to 16 employees in the custodial (U.S.W.) ranks.

The week shall consist of the first five days of the deer hunting season.

2. The primary reason for this limitation is as of now we only have 4 floats to cover for employees. Second, the overtime cost is beginning to become prohibitive.
3. The requests shall be granted in order of seniority.
4. All applications for deer season vacation must be in by November 1st.

Article XII
WORK WEEK, HOURS OF WORK, AND SHIFTS

All employees are expected to perform eight hours of work as assigned by their supervisor for eight hours pay.

The standard work week will consist of five eight-hour days Monday through Friday.

The regular shift of the grounds, maintenance, warehouse, and delivery personnel shall be the day shift for the full fiscal year.

The regular shift of all custodial personnel except those presently assigned to the day shift shall be the afternoon shift or the midnight shift during the regular school year, and the regular shift of said custodial personnel during school vacations shall be the day shift. [Exception to above: When there is need for custodians on the afternoon or midnight shift during vacation schedules, the low custodian in seniority within the school or department shall be required to accept said shift.] The summer vacation schedule shall start the first Monday after the termination of the second semester of the school year.

Shift Definition

<u>Day Shift</u>	<u>Afternoon Shift</u>	<u>Midnight Shift</u>
8:00 a.m.	3:30 p.m. to	11:00 p.m. to
to	12:00 midnight	7:30 a.m.
4:30 p.m.	*2:30 p.m. to	
	11:00 p.m.	

The working day shall commence at 8:00 a.m. in any working day, and the work week shall commence at 8:00 a.m. every Monday of that week.

*Explanation: Employees may be called in on this shift to set up for school related activities. Notification will be given during the employee's preceding shift, or earlier whenever practical.

Article XIII
ODD SCHEDULES

An odd schedule is defined as a prearranged work schedule which does not conform to the schedule worked by day employees, does not conform to schedule worked by shift employees, nor is it a regularly established second or third shift.

Employees working an odd schedule shall be paid according to the rate of compensation shown in Appendix A for the rate of the job. The District agrees to keep an up-to-date list of all odd schedules which shall be available to union representatives.

An odd schedule shall first be offered to the employee on the job in that classification in the building involved; second, by seniority to the employees in that building within the classification; if not filled in this manner, it shall then be posted.

Article XIV
HOLIDAYS

A. Employees shall receive a holiday with pay at the employee's current regular wage for the following holidays:

New Year's Day
Good Friday
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day before Christmas Day, provided school is not in session on this day. If school is in session on day before Christmas, the day before New Year's would be the holiday.

B. Should one of these holidays fall on Saturday, the preceding Friday shall be considered as a holiday, and should the holiday fall on Sunday, the following Monday shall be considered as the holiday.

- C. The employee must work the regularly scheduled day before and the regularly scheduled day after the holiday or be on an approved paid leave (vacation, sickness, funeral leave and approved absence) the day before or the day after the holiday to be eligible for holiday pay.
- D. Time and one-half will be paid for all hours worked on holidays plus regular pay for the holiday. When a paid holiday falls in an employee's paid vacation week, the paid holiday will not be charged as a paid vacation day.

Article XV
OVERTIME PAY

Time and one-half will be paid for work in excess of eight hours per work day or in excess of forty hours per work week. Double time will be paid for Sunday, provided it is the seventh day worked in that work week.

It is the purpose of this section that necessary overtime work shall be distributed as nearly equal as is practical among the eligible employees.

In order to distribute overtime equitably among the personnel, all refused overtime hours will be charged as overtime work to the employee refusing the overtime. An employee who refuses overtime work three (3) consecutive times during a Monday through Friday schedule shall be removed from the overtime roster for a period of three (3) months. At the end of the three (3) months, the employee shall assume the highest hours on the overtime roster.

Vacation, paid sick leave, holidays, jury duty, officers attending regularly scheduled Local 14331 union meetings, and funeral leave shall be counted as time worked for the purpose of computing overtime pay.

The payment of overtime for any hour excludes that hour from consideration of overtime payment on any other basis, thus eliminating a double overtime payment.

Employees shall work emergency overtime as may be requested unless they have a justifiable excuse.

Official union members of the Union Bargaining Committee and/or the Personnel Committee in attendance at mutually scheduled meetings involving District and Union personnel will be considered as time worked for the union member when computing overtime, provided the employee is within the employee's regular working hours during the time of the meeting.

An employee reporting for emergency call-in duty shall be granted a minimum of four (4) hours pay.

Overtime and sick leave rosters shall be posted every quarter (three months).

Unintentional (not deliberate) errors will be corrected by giving an employee a chance to work the equivalent amount of unscheduled overtime.

Article XVI
JOB CLASSIFICATION

SECTION A

The following are the job classifications:

Custodial

Cleaning Janitor

*Handyman

Spare

*Employees classified as handymen may be assigned janitor duties in addition to their regular duties on their work schedule (Tuesday through Saturday) during the regular school year (when school is in session).

Crewleader (Inactive)

Grounds

Crewleader (Inactive)

Equipment Operator

Warehouse

Delivery Personnel

Warehouseman

Trades

Tradesman #1

Tradesman #2

Crewleader (Inactive)

If there are any insertions of new jobs to these classification, the job description and rate of pay shall be presented to the Union. If there is a disagreement over the rate of pay on the new job, it shall be subject to the grievance procedure.

SECTION B

APPRENTICE TRAINING PROGRAM

The formal apprentice training program agreed to by the District and the Union on July 23, 1975, shall remain in full force and effect during the life of this contract.

The award to enter the program will be based on past experience, education, ability, and seniority.

The employee who applies for an apprentice opening in the maintenance department will be interviewed by the joint apprenticeship committee. Any disagreement on the recommendation of the applicant arising from the joint apprenticeship committee will be referred to the superintendent or the assistant superintendent for final disposition. This decision will not be grievable.

1. Definition

The classification will be called apprentice. An apprentice must satisfactorily complete 7,424 hours of on-the-job training along with off-the-job related college level courses of instruction, after which the employee will advance to the classification of tradesman. The apprentice program will include training in the following trades classifications: carpenter, electrician and plumber-pipefitter.

2. Integral Documents

Two documents hereby become an integral part of this section of this contract:

- a. Apprenticeship Standards - The Apprenticeship Standards document, date July 8, 1975, is an agreement between the United States Department of Labor, the Michigan State Department of Education, Delta College, Midland Public Schools, and the United Steel Workers of America, AFL-CIO-CLC, Local 14331. These Apprenticeship Standards were approved and signed as accepted by both Midland Public Schools and Local 14331 on July 28, 1975.
- b. Related Training Policy -- The Related Training Policy document, dated July 8, 1975, is an agreement between Midland Public Schools and Delta College which defines off-the-job college courses and establishes policies for attendance, credits,

grades, failures, probation, and termination.

3. Selection of Apprentices

A job opening for an apprentice will first be posted within the District, and, if not filled in this manner, shall be made available outside the District. The award to enter the apprentice program shall be based on the eligibility requirements as stated in the Apprenticeship Standards, past experience, education, ability, and seniority. The decision of the District shall not be grievable. The number of apprentices enrolled in the program at any one time shall be limited to four.

4. Rate of Pay

The rate of pay will start at \$.35 above cleaning custodian rate as of July 1, 1984. If the applicant is from a higher wage bracket, he will hold his present rate until his apprentice rate is above his present rate.

Example	Custodial	Grounds
Start	+.35¢	-----
6 months	+.35¢	-----
1 year	+.35¢	-----
1 ½ years	+.35¢	+.35¢ .35¢
2 years	-----	----- Increment
2 ½ years	-----	-----
3 years	-----	-----
3 ½ years	-----	-----
After Completion		Trades Rates

These rates will be adjusted to coincide with any change in the master contract.

5. Joint Apprenticeship Committee

The Joint Apprenticeship Committee will be made up of two members from the District and two Union members who are tradesmen or crew leaders in the Maintenance Department. The Joint Apprenticeship Committee will periodically report on the progress and status of each apprentice to the Joint Personnel Committee.

6. Apprentice Coordinator

An Apprentice Coordinator will be appointed by the District. The

Apprentice Coordinator will insure that each apprentice experiences the variety of work as outlined in the Apprentice Standards, maintain records, conduct performance evaluations, and generally administer the Apprentice Program.

7. Related Training

Each apprentice must satisfactorily complete 576 hours of off-the-job college credit at Delta College during apprentice training. Wages will not be paid for time spent in related training.

The District will pay the cost of tuition for each course in the related training program. Additional tuition costs incurred through repeating a course because of failure or withdrawal will be borne by the student.

8. Apprentice Progress

At the end of each six month period, the progress being made by each apprentice will be reviewed by the District. Under the Apprentice Program, satisfactory progress must be made by the apprentice employee. If, in the judgment of the District, satisfactory progress is not apparent, provision will be made for the apprentice to return to the department which he left when he entered the program, through the bumping procedure. The apprentice employee shall not sign off the Apprentice Program to take another job opportunity within the school system.

9. Grandfather Provision

Employees who are classified as tradesmen or crew leaders in the Maintenance Department as of July 1, 1976, may, upon their request and at the discretion of the District, be enrolled in the Apprentice Program if an opening exists. Such employees will not be subject to apprentice wages, but they will instead continue to earn their current wages. Progress in the Apprentice Program for such employees must be as indicted in Section #8 above.

Article XVII
SPARES

The District will select one employee from each of the secondary schools and designate them as spares. They will be assigned as needed to other areas of the school district to cover vacancies (other cleaning janitors, grounds personnel, maintenance, or warehouse).

The area they leave vacant shall be cleaned on overtime, picked up by the other janitors or not cleaned as determined by the head custodian.

The rate of pay for spares shall be \$1.00 per hour above the regular rate the spare earns when performing duties outside of his/her normally assigned area. Employees shall be given forty-eight (48) hours notice whenever practical before being reassigned. It is understood that in short notice situations the forty-eight (48) hour notice may be waived.

Employees selected as spares will be so designated for the term of this agreement unless they sign out or are bumped out of their respective school. In case of a vacancy, the District shall select another employee in the same school to be the spare.

All reassignments of spares shall be made by the manager of buildings and grounds.

Article XVIII **LOAN OUT OF EMPLOYEES**

Employees on the grounds crew may be loaned out to other areas of the School District as dictated by their work load or the weather. The decision to loan out will be made by the manager of buildings and grounds.

In the event a change in hours is involved, employees will be asked in the order of their seniority. Low seniority employees shall be required to accept if asked. Forty-eight (48) hours notice will be given to the employees if a change in hours is involved and they will receive shift or odd schedule premium.

Such loan may be for up to fifteen (15) working days. The time may be extended by mutual agreement and the employee shall thereafter not receive shift premium.

Article XIX **GRIEVANCE PROCEDURE**

A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance. Such grievance shall be submitted to the following grievance procedures --

Level 1:

Within fourteen days of the time a grievance occurs, the employee will present the grievance to his immediate supervisor during nonworking

hours with the objective of resolving the matter informally. Within five working days after presentation of grievance the immediate supervisor shall give his answer in writing to the employee.

Level 2:

If the grievance is not resolved at Level 1, or if no decision has been rendered within five working days after the presentation of said grievance (**and the union bargaining committee deems the grievance to be a just grievance**), then the grievance may be filed in writing with the manager of the respective division. If the grievance involves the custodial staff, then the principal of the building shall be in attendance with the manager of buildings and grounds.

Level 3:

If the grievance is not resolved at Level 2 within five working days, then the employee may present his grievance to the Joint Personnel Committee.

Level 4:

If the grievance is not resolved at Level 3, then the Union may present said grievance to the superintendent of schools or his appointee. It is agreed that when the Union appeals a grievance to Level 4 in the grievance procedure the Union will notify the director of facilities and operations in writing as to the intent within five days after disposition at Level 3 in the grievance procedure.

Level 5:

If the grievance is not resolved at Level 4, then the employee may appeal to the Board of Education. In case the Union appeals the grievance to Level 5 in the grievance procedure, the Union will notify either the superintendent of schools or the director of human resources in writing as to their intent within five days after the disposition at Level 4 in the grievance procedure.

Level 6:

In the event the dispute shall not have been satisfactorily settled, the grievance shall then be appealed to an impartial umpire to be appointed by mutual agreement of the parties hereto.

The decision of the umpire shall be final. The expenses and salary incident to the services of the umpire shall be paid jointly by the District and the Union. It shall be the function of the umpire to make a decision after due investigation whether an alleged violation of the specific articles and sections of this Agreement has actually occurred.

However, he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

The time limits specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual agreement of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the grievance shall be deemed to be abandoned and settled on the basis of the District's last answer. In the event that the District shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the District's period for answering.

Article XX
PERSONNEL COMMITTEE

The District and the Union shall each appoint five representatives to a Joint Personnel Committee. This committee shall meet at the request of either the District or the Union for the purpose of resolving individual and mutual problems that may arise during the term of this contract and for any other purposes that will promote understanding and proper communication between the parties hereto.

Article XXI
MISCELLANEOUS

SECTION A

HIRING RATE

Unless modified by other provisions of this Agreement, the hiring rate for custodians shall be \$6.00 per hour; for grounds employees, \$6.33 per hour; for maintenance employees, Trades I \$11.01 per hour and Trades II \$10.69 per hour, for warehouse employees \$6.47 per hour and for delivery employees \$6.24 per hour. The hiring rate shall be paid for sixty (60) calendar days only.

SECTION B

EVALUATION OF WORKLOADS

It is agreed that the District may initiate a job study whenever such a job study is deemed desirable. Any employee who feels that his/her workload is not equitable will be referred to a special conference with supervision and Union

representatives in attendance and, if the problem is not resolved, the area will be studied by both parties.

SECTION C

LEAVE FOR MILITARY SERVICE

Leaves without pay for periods of required military service shall be considered as equivalent to the same period spent on regular employment. The employee's seniority shall continue during such leave.

National Guard and United States Armed Service Reserve Training Programs

Any employee who is a member of the National Guard or of a reserve unit of the Armed Forces who is called to attend military camp programs and who must go in order to retain present status in such programs will be governed as follows:

Option 1. An employee may take vacation for the training period, up to a maximum of 10 days.

Total gross pay from U.S. Govt. = \$543.15
Total gross pay from MPS = \$720.00
10 days would be deducted from vacation bank

Option 2. An employee may take deduct for the training period.

Total gross pay from U.S. Govt. = \$543.15
Total gross pay from MPS = \$ 0

Option 3. An employee may be paid by the District for the training period, up to a maximum of 10 days, but must turn in base pay from the training period to the District.

Total gross pay from U.S. Govt. = \$543.15
Total gross pay from MPS (\$720 - \$362.10) = \$357.90
(Base pay \$36.21 x 10 days = \$362.10)

Combination of Option 1 and 3

An employee may take vacation for 5 days of the training period and also reimburse the District for 5 days at their base pay rate.

Total gross pay from U.S. Govt. = \$543.15
Total gross pay from MPS (\$720 - \$181.05) = \$538.95
(Base pay \$36.21 x 5 days = \$181.05)

5 days deducted from vacation bank

An employee may only use this combination of options in 5 day increments,
re: 5 days vacation, 5 days reimbursement to District.

4. The employee must submit to the payroll manager a copy of the employee's orders to report for active duty under a reserve program or National Guard program prior to such leave.
5. No pay will be granted for time off in excess of a total of ten (10) scheduled working days in any one calendar year.

SECTION D

LEAVE OF ABSENCE

After five or more years of continuous employment in the Midland Schools, an employee, upon written request, supported by the recommendation of the superintendent, may be granted a leave of absence without pay by the Board of Education for a period not to exceed one year. Upon return to employment following this leave the employee will return to the salary status he/she would have had if the period had been spent in normal employment. Such leaves will not be granted for the primary purpose of income producing endeavors. Upon return said employee will report to his or her old job in his or her classification.

SECTION E

REPORTING FOR WORK

An employee who reports to work and is then sent home due to circumstances beyond the employee's control -- such as weather, fire, or acts of God -- will be paid for the balance of that day.

Employees not reporting to work under the above conditions are expected to notify their supervisor and may turn in vacation at that time or make up the lost time on their normal days off within a thirty-day period. If no other arrangements are made, then the time lost will be reported as deduct.

SECTION F

JURY DUTY

An employee chosen for jury duty shall be excused without penalty or loss of salary. However, any compensation, other than the expenses, received for jury services at a time when the employee would otherwise be on his/her school job shall be paid to the school district. When the employee is on the afternoon

shift and is excused from jury duty prior to 5:30 p.m., he/she will be expected to come to work for the last four hours of his/her shift. If the employee is excused on or after 5:30 p.m., the employee would not be expected to report to work for his/her shift. If an employee works the midnight shift and serves on jury duty the same day following that shift, the employee would be expected to work his/her next shift provided employee is excused from jury duty prior to 12:00 noon.

SECTION G

LUNCH PERIODS

Lunch hours for all employees shall be of thirty-minute duration, not included in their eight-hour shift. A wash-up time of five minutes should be allowed just prior to lunch and just prior to quitting time.

The normal lunch hour for all personnel will be as follows:

Day shift	-- 12:00 noon - 12:30 p.m.
Afternoon shift	-- 7:30 p.m. - 8:00 p.m.
Midnight shift	-- 3:30 a.m. - 4:00 a.m.

All employees are to be at their regularly assigned building or work area at their scheduled starting time. The starting time shall be adhered to.

SECTION H

WORK BREAK

Employees may have a break of not to exceed fifteen (15) minutes in the first four hours of the work day and fifteen (15) minutes in the second four hours of the work day. The number of breaks or the times allotted will not be abused.

Custodial employees are not to leave their building during break.

Grounds and maintenance employees who are out on a job assignment and that job assignment lasts beyond their regular work break shall take their work break at the job site. They shall not return to their respective departments for a work break and then return to the job assignment unless they have approval from their supervisor.

SECTION I

WORK AREAS

It is agreed that each custodian shall have a base area assigned to him/her in each building. These areas may be changed in any one of the following ways:

1. Change in the workload
2. Reduction in personnel
3. In the case of vacancy (vacancy of two days or less).

In case an area is changed as stated above, the Union shall be notified.

It is also agreed that there will be occasion for the custodian to be reassigned from his/her area to pick up the area around the building, to help set up for any activities, or any other custodial work that may be required out of employee's area.

SECTION J

SHOVELING OF SNOW AT BUILDING SITE

The following shall be in effect for custodians with regard to snow removal at the building sites:

1. Shoveling snow is within the job assignment.
2. Each custodian has a responsibility each day to be prepared to shovel snow as instructed.
3. The head custodian should be notified, preferably at the time of assignment, in case this assignment makes it impossible for the custodian to complete his/her designated area. (If the head custodian is not available, contact the manager of buildings and grounds.)
4. Arrangements will be made in regard to that portion of the job in the custodian's designated area that remains to be done.

SECTION K

SAFETY

1. It is recognized that safety, to be effective, must involve individual responsibility on the part of every employee. All employees must be constantly aware of any condition or action which might be termed unsafe or careless. Both the Union and the District must promote safety and endorse such rules as to enhance safety. All employees must recognize that observance of safety rules and regulations is a condition of employment.
2. Protective clothing and gear, including safety glasses (prescription and regular) and safety shoes, will be provided by the District when recommended by the District Safety Committee and the Union Safety Committee, and approved by the director of the respective department.

The wearing of safety equipment provided for the employees by the District shall be a condition of employment. Failure of an employee to wear safety equipment provided by the District will result in disciplinary action as follows:

- 1st offense -- written warning
- 2nd offense -- three-day layoff without pay
- 3rd offense -- disciplinary action up to and including discharge

Safety shoes and safety glasses shall be worn at all times on the job.

3. Proper records shall be made of safety suggestions, together with records of disposition of such suggestions.
4. Safety programs will be scheduled periodically and all employees shall be expected to attend.

SECTION L

PENALTY FOR VIOLATION OF RULES AND REGULATIONS

Employees violating any of the rules and regulations of the District or any term of this Agreement shall be disciplined in the following manner:

- 1st offense -- written warning

2nd offense -- three-day layoff without pay

3rd offense -- disciplinary action up to and including discharge

It is understood that the sequence of disciplinary action stated above need not be followed in the order listed. The severity and the nature of the employee's violation would determine the penalty to be assessed by the employer.

It is understood that an employee shall be disciplined for excessive absenteeism, poor workmanship, disobeying orders, drinking or being intoxicated on the job, theft, leaving his/her work assignment without authorization, and other improper actions.

In all cases the Union shall be notified as to the disciplinary action taken against the employee involved.

Written reprimands shall be removed from an employee's file two (2) years after the date of issue provided the employee has not received a written reprimand during the preceding 24 months.

SECTION M

REPLACEMENT OF A VACANCY ON THE DAY SHIFT

When the need arises for a person from the cleaning custodian classification to work the day shift (in addition to the head custodian, not replacing the head custodian) the District agrees to ask the night crew in order of seniority to work the day shift. The employee would be paid thirty-five (35) cents per hour over the employee's base rate.

In cases where the District needs to replace the head custodian, the District may select any one of the night custodians without regard to seniority. [The replacement could possibly come from another school.]

When an employee replaces a head custodian, the employee will receive \$.50 per hour above their regular rate of pay. This premium applies to custodians, handyman, and to custodians assigned as spares. They do not receive the \$1.00 per hour spare premium in addition to the premium paid for head custodian replacement.

The costs of vacancies caused by the head custodians shall be charged to the head custodian budget.

SECTION N

MILEAGE

When an employee uses his/her personal vehicle on work-related business, and receives reimbursement based on actual mileage, the employee shall be reimbursed at the I.R.S. standard business mileage rate.

SECTION O HOSPITALIZATION INSURANCE

Beginning in the 1999-2000 fiscal year, it is agreed that the district will pay medical premiums for eligible union members up to \$157.00/mo., for a single and \$416.00/mo., for a family. Union members will fully fund premium increases above these levels. Co-payments, if required, would begin on November 1, 1999 or November 1, 2000.

SECTION P

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the District and the Union, and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Article XXII
DURATION

This agreement shall continue in full force and effect from July 1, 1984 at 8:00 a.m. until June 30, 2001, during which period neither party hereto may reopen this agreement for negotiation on any issue without mutual consent.

It is agreed that if changes made by the State of Michigan, in its methods of financing public schools, for the 1999-2000, 2000-2001 school years, have a major financial impact on the District, the 1999-2000, 2000-2001 salary schedules will be subject to reopening at the District's request.

APPENDIX A - WAGES

Effective July 1, 1984, the following wage rates as agreed upon by the District and the Union shall be paid for these classifications:

	July 1, 1984
Custodial	
Cleaning Custodian	\$8.99
Crewleader (Inactive)	--
Handyman	\$9.44
Spare	\$.25 over highest designated job required to perform
Grounds	
Crewleader (Inactive)	--
Equipment Operator	\$9.48
Warehouse	
Warehouseman	\$9.70
Delivery Personnel	\$9.37
Trades	
Crewleader (Inactive)	--
Tradesman #1 (Delta College graduate, State licensed employee)	\$11.64
Tradesman #2	\$11.29
Apprentice	Follows apprenticeship agreement

July 1, 1985
 IF THE ALL-URBAN CONSUMERS PRICE INDEX FROM MARCH 1984 TO MARCH 1985 INCREASES BY 2.0% TO 6.0%, THE SALARY RATES SHALL BE INCREASED OVER THE 1984-1985 RATES BY 0.1% FOR EACH 0.1% INCREASE IN THE ALL-URBAN CONSUMERS PRICE INDEX.

IF THE ALL-URBAN CONSUMERS PRICE INDEX FROM MARCH 1984 TO MARCH 1985 INCREASES BY MORE THAN 6.0%, THE SALARY RATES WILL BE INCREASED BY AN ADDITIONAL 0.05% OVER THE CORRESPONDING 1984-1985 AMOUNTS FOR EACH 0.1% INCREASE IN THE ALL-URBAN CONSUMERS PRICE INDEX BEYOND 6.0% TO A MAXIMUM OF 10%. THE MAXIMUM AMOUNT OF INCREASE WOULD BE 8%.

IF THE ALL-URBAN CONSUMERS PRICE INDEX FROM MARCH 1984 TO MARCH 1985 INCREASES BY LESS THAN 2.0%, THE SALARY RATES WILL BE INCREASED BY 0.05% LESS THAN 2.0% OVER THE CORRESPONDING 1984-1985 AMOUNTS FOR EACH 0.1% LESS

THAN 2.0% THAT THE ALL-URBAN CONSUMERS PRICE INDEX INCREASES. (EXAMPLE: IF CPI = 1.0%, INCREASE = 1.5%) THE MINIMUM AMOUNT OF INCREASE WOULD BE 1.0%.

July 1, 1986
IF THE ALL-URBAN
CONSUMERS PRICE
INDEX FROM MARCH
1985 TO MARCH 1986
INCREASES BY 2.0% TO
6.0%, THE SALARY
RATES SHALL BE
INCREASED OVER THE
1985-1986 RATES BY 0.1%
FOR EACH 0.1%
INCREASE IN THE ALL-
URBAN CONSUMERS
PRICE INDEX.

IF THE ALL-URBAN
CONSUMERS PRICE
INDEX FROM MARCH
1985 TO MARCH 1986
INCREASES BY MORE
THAN 6.0%, THE
SALARY RATES WILL BE
INCREASED BY AN
ADDITIONAL 0.05%
OVER THE
CORRESPONDING 1985-
1986 AMOUNTS FOR
EACH 0.1% INCREASE IN
THE ALL-URBAN
CONSUMERS PRICE
INDEX BEYOND 6.0%, TO
A MAXIMUM OF 10%.
THE MAXIMUM
AMOUNT OF INCREASE
WOULD BE 8%.

IF THE ALL-URBAN
CONSUMERS PRICE
INDEX FROM MARCH
1985 TO MARCH 1986
INCREASES BY LESS
THAN 2.0%, THE
SALARY RATES WILL BE
INCREASED BY 0.05%

LESS THAN 2.0% OVER
THE CORRESPONDING
1985-1986 AMOUNTS FOR
EACH 0.1% LESS THAN
2.0% THAT THE ALL-
URBAN CONSUMERS
PRICE INDEX
INCREASES. (EXAMPLE:
IF CPI = 1.0%, INCREASE
= 1.5%.) THE MINIMUM
AMOUNT OF INCREASE
WOULD BE 1.0%.

APPENDIX A (Cont.)

Appendix A of the 1984-2000 Agreement between Local #14331, United Steel Workers of America and the District is amended to read as follows:

Wage rates for the period of July 1, 1999 - June 30, 2000, will be as follows:

Date of Hire	Cleaning Janitor	Handyman	Grounds/ Equipment	Warehouse	Delivery	Trades I	Trades II
Prior to 7-1-67	\$15.28	\$16.08	\$16.13	\$16.51	\$15.94	\$19.79	\$19.22
7-1-67 6-30-77	\$15.04	\$15.81	\$15.86	\$16.22	\$15.71	\$19.79	\$19.22
7-1-77 6-30-87	\$14.91	\$15.64	\$15.72	\$16.08	\$15.51	\$19.79	\$19.22
7-1-87 6-30-94	\$10.93	\$11.47	\$11.52	\$11.79	\$11.38	\$19.79	\$19.22
7-1-94 6-30-95	\$9.57	\$10.04	\$10.10	\$10.31	\$9.94	\$17.54	\$17.04
7-1-95 6-30-96	\$9.30	\$9.75	\$9.80	\$10.04	\$9.68	\$17.05	\$16.57
7-1-96 and later	\$9.07	\$9.75	\$9.80	\$10.01	\$9.68	\$17.05	\$16.57
Probation	\$6.00	\$6.29	\$6.33	\$6.47	\$6.24	\$11.01	\$10.69

Longevity Pay: Beginning in the 1999-2000 fiscal year, all members of U.S.W.A. local 14331 who have completed 15 years of service with the Midland Public Schools will receive longevity pay at a rate of \$100.00 per year, for each full year of service, starting at 16 years of service, i.e., year 16 = \$100.00, year 17 = \$200.00, year 20 = \$500.00. Years of service are equal to years of service credited by the Human Resources Office for the recognition dinner.

The state retirement fund (MPSERS) payment made by the Midland Public Schools for employees

covered by this agreement will be totally paid up to 11.66% of wages. Increases in retirement beyond 11.66% will result in corresponding wage reductions.

The rate of pay for odd schedules and shift differential (midnight shift as defined under Article XII) shall be \$.50 per hour above the base rate of the job.

3. During the month of July, upon presentation of a sales receipt, a check in the amount of \$100 will be issued to each full-time employee for the purpose of purchasing a pair of safety shoes.

When a new employee is hired, he/she will be issued a check at that time in the amount equal to that given employees the preceding July, to cover the cost of buying safety shoes as required by contract. For the following July only, the employee will be issued a check which will be prorated according to the number of months the employee has worked.

An employee who begins work on or before the 15th of the month shall be considered employed for that month in determining months of service.

Example:

If the employee is hired in November and the shoe check amount for that year is \$100, they will receive a check for \$100 at their time of hire. When the July checks are issued, they will receive a check for 8/12ths of that amount based on eight months service. In this example it would be \$66.66.

4. Safety glasses for those employees requiring prescription glasses will be provided once during a three-year period and beginning July 1, 1987 the District will reimburse the employee up to \$85 toward the purchase of prescription safety glasses.
5. Beginning 1997-98, custodians who are assigned to clean in areas outside of their regularly assigned area will be paid a premium of \$.50 per hour for the entire shift. This premium does not apply to snow removal, set-ups for special events, summer cleaning, etc. This premium will apply when a custodian cleans their area and, in addition, they clean an area regularly assigned to another custodian.

LOCAL RETIREMENT PAY

- A. Beginning on July 1, 1984, if an employee has completed ten (10) or more years of service, as determined by the state retirement board, in the Midland school system, the employee will be paid fifty dollars (\$50) for each year of service in Midland up to a maximum of one thousand dollars (\$1,000) if employment is terminated under any of the following circumstances:
1. The employee retires voluntarily under the provisions of the Michigan Public School Employees Retirement program and begins drawing a pension from the Retirement Fund.
 2. The employee retires for reasons of poor health prior to regular retirement age and begins drawing a disability pension from the Retirement Fund.
- B. If, after receiving a payment under this provision, a former employee resumes employment with the District and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which the employee is entitled.

