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July 1, 1994 to June 30, 1997

A G R E E M E N T

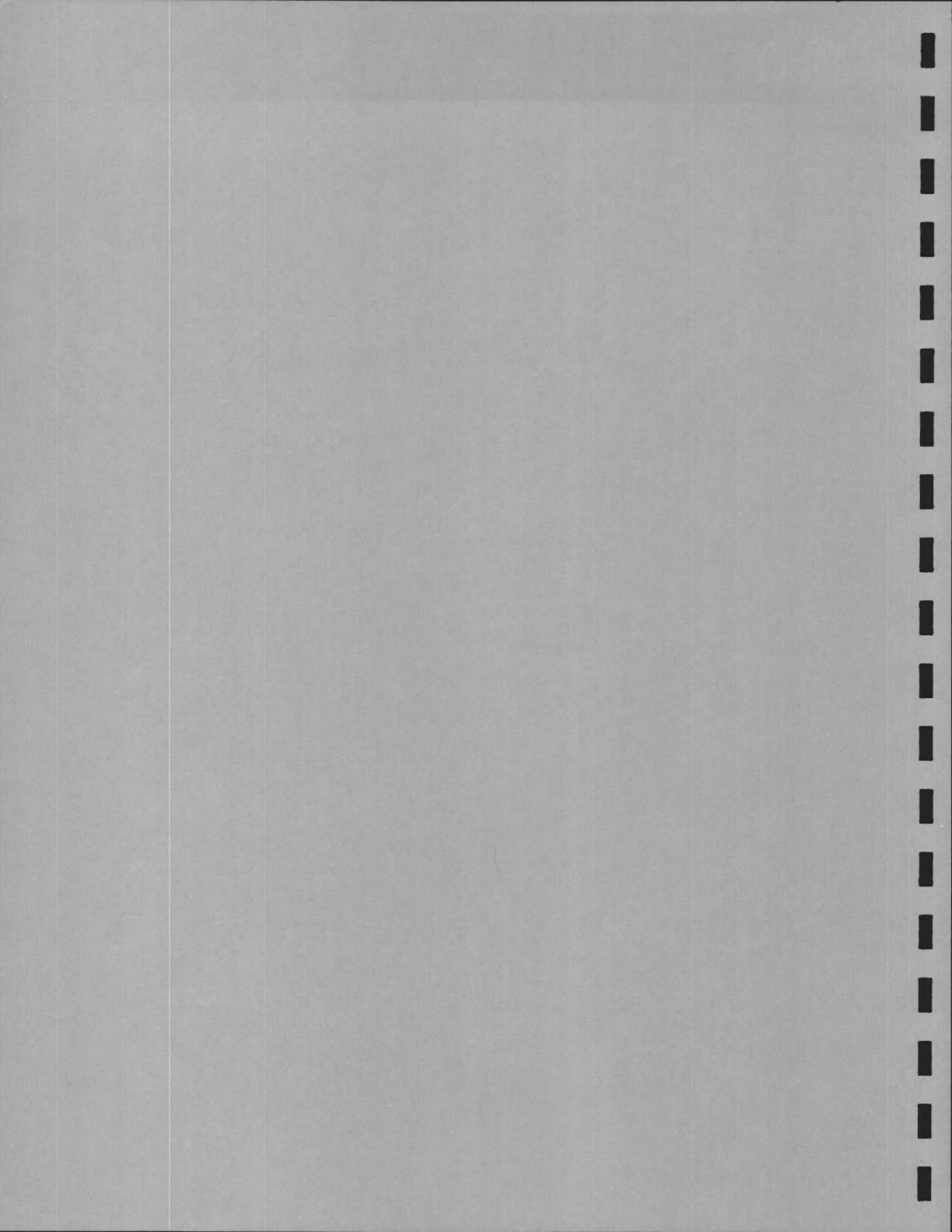
between the

BOARD OF EDUCATION OF THE FRASER PUBLIC SCHOOLS DISTRICT

and the

**INTERNATIONAL UNION OF AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, AND
METROPOLITAN COUNCIL NO. 25, AND LOCAL 3846**

Fraser Public Schools



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THIS AGREEMENT, entered into this 1st day of July, 1994, by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the "Board," and the International Union of American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25, and Local No. 3846, the affiliated local union, hereinafter called the "Union."

WHEREAS, the laws of the State of Michigan (Act 379, P.A. 1965) authorize collective bargaining between public employers and employees with respect to hours, wages and terms and conditions of employment; and,

WHEREAS, the parties hereto, following extended and deliberate collective bargaining, have reached understandings which they desire to incorporate into a formal contract;

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

ARTICLE 1

A. UNION RECOGNITION - The Board recognizes the Union as the exclusive bargaining representative of all maintenance and custodial employees, excluding all transportation employees, bus dispatcher, office secretarial and clerical employees, cafeteria employees, crossing guards, noon aides, the Supervisor of Buildings and Grounds and all other supervisory personnel.

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

B. DISCRIMINATION - The Board and the Union agree that they will not discriminate with respect to hire, seniority, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age or sex.

C. STEWARDS - The employees shall be represented by one (1) Chapter Chairperson covering all group classifications and by one (1) steward in each group classification on each shift who shall be a regular employee working in that group classification and on that shift. During overtime periods, an alternate steward may be appointed by the Chapter Chairperson or his designated representative.

The group classifications are as follows:

- (1) Maintenance Employees
- (2) Custodial Employees

It is mutually recognized that the principle of proportional steward representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

Upon approval of the Director of Personnel or designee, stewards may be released from their regular duties during their working hours without loss of pay to investigate reported grievances and to present grievances to the employer representatives, provided that such release does not interfere with the employee's regular assigned duties.

D. DUES, DEDUCTIONS AND FINANCIAL RESPONSIBILITY - All employees covered by the terms of this Agreement shall, as a condition of continued employment with the District, execute an Authorization for Deduction of Dues or for deduction of a sum equivalent to the union dues as a service fee. The Board will deduct from the pay of each employee from whom it receives an authorization the required amount of dues or service fee. In the event that any employee covered by the terms of this Agreement refuses or does not sign the above authorization, the Board agrees that the services of such employee shall be discontinued. The Union agrees to indemnify and hold harmless the Board from all liability, claims, damages and expenses arising out of the discontinuing of services or discharge of any employee who does not furnish the Board with an Authorization for the Deduction of Dues as provided above. Attached to this Agreement, marked "Exhibit B," is an "Authorization for Dues Deduction" form to be used for this purpose.

E. BOARD POWERS - The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. This provision shall not

prohibit the Union from utilizing the Grievance Procedure, provided that the Board of Education is not precluded from raising the provisions of Section E as a defense to a grievance or an arbitration. Further, this clause is subject to the provisions of the Grievance Procedure as set forth in Article 6.

F. STRIKES - The Union agrees that it shall not strike. As used in this context, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment, as provided in Public Act 379 of 1965.

ARTICLE 2

SALARY SCHEDULES

The Salary Schedule appearing on Page A-1 attached hereto in Exhibit A and made a part hereof, shall be in effect during the term of this Agreement.

ARTICLE 3

HOSPITAL, SURGICAL, LIFE, INCOME PROTECTION, DENTAL AND OPTICAL INSURANCE

A. HOSPITAL AND SURGICAL INSURANCE - All employees covered by this Agreement shall be eligible to receive hospital and surgical insurance benefits for themselves and their dependents on a non-participation basis. The Board shall pay the full cost of such coverage. The hospital and surgical insurance coverage to be furnished by the Board shall be the Blue Cross/Blue Shield Master Medical MVF-II Plan, including Option

IV, Master Medical Benefits, and the \$2.00 deductible prescription rider, subject to the terms of the policy in effect during the term of this Agreement. (For informational purposes, the present insurance carrier for this coverage is Blue Cross/Blue Shield pursuant to Policy No. 68-180.)

The insurance coverage above shall be one option offered as part of a cafeteria plan which shall be offered to all employees beginning in the 1995-96 school year.

B. LIFE INSURANCE - The Board agrees to pay the full cost of an accidental death and dismemberment group life insurance policy in the face amount of Thirty Five Thousand (\$35,000.00) Dollars per employee to be effective within thirty (30) days of ratification of this Agreement by the Board of Education, subject to the terms of the policy in effect during the term of this Agreement. (For informational purposes, the present insurance carrier for this coverage is Washington National, pursuant to Policy No. J-64516.)

C. INCOME PROTECTION INSURANCE - The Board agrees to pay the full cost of a group long term income protection plan which pays sixty-six and two-thirds (66-2/3%) percent of an employee's pay after one hundred eighty (180) days of disability to age sixty-five (65), subject to the terms of the policy in effect during the term of this Agreement. (For informational purposes, the present insurance carrier for this coverage is Washington National pursuant to Policy No. 692,050.)

D. DENTAL INSURANCE - The Board agrees to pay the full costs of a group dental insurance plan for all employees. The dental insurance plan shall be the Delta Plan A coverage or its equivalent, subject to the terms of the policy in effect during the term of this Agreement. Orthodontic coverage shall be included as part of the dental plan, subject to the terms of the policy. The orthodontic coverage will provide 75% payment for the described orthodontic coverage with a lifetime maximum cap of \$750 per covered

individual under 19 years of age. (For informational purposes, the present insurance carrier for this coverage is Delta Dental pursuant to Policy No. 885.)

E. OPTICAL INSURANCE - The Board agrees to pay the full costs of a group optical program for employees covered by the terms of this Agreement and their families, subject to the terms of the optical insurance agreement. The optical program shall be the SET-SEG Ultra Vision Plan IV.

ARTICLE 4

LEAVES OF ABSENCE

A. LEAVE DAYS

1. Each employee covered by this Agreement shall be entitled to a total of fifteen (15) leave days per year with full pay during the term of this Agreement, and such leave days shall be accumulated in a bank which in no event shall exceed one hundred twenty (120) days. Advance notice of the necessity of such leave shall be given to the office of the Board as early as possible.

2. Leave days accumulated in the employee's leave day bank may be used only for the purpose stated in sections (3) and (5) of this Article. Leave days may be used in the year in which they are earned for the purpose allowed by this Section. No employee shall use more than five (5) of the leave days earned in that year for reasons of personal business in any one (1) year. Personal business days may not be used except with approval of the Director of Operations and Maintenance. No employee shall use two (2) or more leave days earned in that year in succession for reasons of personal business without first making a written request to the Director of Operations and Maintenance specifying the reasons for such request.

Employees shall furnish a medical certificate documenting the use of leave days for reasons of illness after three (3) or more consecutive days of illness. In case of suspected abuse of leave days, a pattern of absenteeism and/or excessive absenteeism, employees shall furnish a medical certificate documenting the use of leave days used for reasons of personal illness upon request of the Director of Operations and Maintenance, and, in such cases, the three (3) consecutive day period shall not apply. Accumulated leave days shall be listed on an employee's paycheck three (3) times per year.

3. Any unused leave days as of June 30th of each year, shall be accumulated in the employee's accumulated leave day bank, which in no event shall exceed one hundred twenty (120) days. The days in the accumulated leave day bank shall be used by the employee only for the reason of personal illness, but not for any other reason, except as stated in paragraph (5) of this section.

4. Bargaining unit members who have accumulated not less than one hundred twenty (120) leave days may accumulate up to an additional thirty (30) leave days over the one hundred twenty (120) days, subject to the following conditions:

a. Bargaining unit members shall be eligible to use the additional accumulated leave days up to a maximum of thirty (30) if they have exhausted their total accumulated leave days of one hundred twenty (120) days, have been ill or disabled for a period of not less than one (1) year and have returned to a bargaining unit position with the School District.

b. Upon returning to employment with the School District, as provided in paragraph (a) above, a member of the bargaining unit may use the additional accumulated leave days up to a maximum of thirty (30) for illness or disability purposes only.

c. The additional accumulated leave days up to a maximum of thirty (30) shall not be subject to the provisions of Article 5, Retirement and Termination and may not be used for any purposes except as specified herein.

5. Upon approval of the Director of Operations and Maintenance, employees covered by the terms of this Agreement shall be eligible to use up to three (3) days, and up to five (5) days when the funeral is over 250 miles away, from the employee's accumulated leave day bank for attendance at the funeral in the employee's or his or her spouse's immediate family, which shall be defined to mean step parents, daughter-in-law, son-in-law, half brother, half sister, children, mother, father, brother, sister, grandmother and grandfather, grandchildren, or other relative residing with the employee. Documentation of the death of such person may be requested by the Director of Operations and Maintenance.

B. LEAVE OF ABSENCE - A leave of absence may be granted to any employee by the Board for reasons stated herein, subject to the following provisions:

1. Reasons - A leave of absence may be granted to an employee in accordance with the provisions of this Article for the reasons stated herein and for the following length of time:

- a. For medical leave of absence for extended personal illness or medical disability for up to one year.
- b. For personal business such as child care, parenthood or education, or being elected to union office for up to one year.
- c. For family medical care for up to one (1) year.
- d. For active military service for up to the period of the active military service.
- e. For workers compensation disability for up to the period of the disability.

2. Application - Employees who have been ill or disabled for a period of 180 consecutive days shall apply for a medical leave of absence within thirty (30) days from the 180th day of illness or disability. A physician's statement shall be submitted with the

application for medical leave of absence indicating the nature of the illness and the medical reasons for the leave of absence. Requests for all other types of leave of absence shall be made in writing to the Board of Education. The Board shall consider an application for a leave of absence at its first Regular Meeting following submission of the application, provided it is submitted at least seven (7) days prior to a Regular Meeting.

3. Pay and Fringe Benefits - All leaves of absence granted in accordance with this Article shall be without pay. Fringe benefits shall be granted to the extent provided herein:

a. An employee on a leave of absence for personal illness or medical disability shall be paid all fringe benefits during the 180 days "waiting period" referred to in paragraph (2) of this Article, but not afterwards. An employee on this type of leave shall have the option of continuing hospitalization and surgical insurance at group rates for up to one (1) year after expiration of the 180 day "waiting period" subject to approval of the appropriate insurance companies. If coverage is extended during a medical leave of absence, the employee shall pay the full amount of the premium for such coverage as they become due.

b. An employee on a leave of absence for family medical care shall be paid all fringe benefits during the 180 day "waiting period" referred to in paragraph (2) of this Article, but not afterwards. An employee on this type of leave of absence shall have the option of continuing hospitalization and surgical insurance for up to one (1) year after expiration of the 180 day waiting period, subject to the approval of the appropriate insurance companies, on the same terms and conditions as apply to personal medical leave.

c. An employee on a personal business leave of absence shall be paid all fringe benefits until the end of the month in which the leave becomes effective. An employee on this type of leave of absence shall have the option of continuing hospitalization and surgical insurance for up to one (1) year, on the same terms and conditions as apply to personal medical leave.

d. An employee on a leave of absence for being elected to union office shall not be paid fringe benefits, except that the employee shall have the option of continuing hospitalization and surgical insurance from up to one (1) year on the same terms and conditions as apply to medical leave of absence.

e. An employee on a leave of absence for workers compensation related disability shall be paid all fringe benefits during the 180 day waiting period referred to in paragraph (2) of this Article, but not afterwards. The employee has the option of using fractional sick leave days to supplement workers compensation payments received to the extent necessary to generate the employee's normal rate of pay. The employee shall also have the option of continuing hospitalization and surgical insurance for up to one (1) year on the same terms and conditions as apply to medical leave of absence after expiration of the 180 day waiting period.

f. An employee on a leave of absence for military service shall be paid fringe benefits in accordance with governing federal law.

4. Seniority - During a leave of absence for family medical care, or personal illness or medical disability, or personal business, or union office, an employee shall not accrue seniority but shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence.

5. Return to Work from Leave of Absence - An employee returning to work after a leave of absence shall notify the Board of the employee's intent to return at least thirty (30) days prior to the expiration date of the leave of absence. An employee returning to work from a leave of absence from personal illness or medical disability during the 180 day "waiting period," or employees returning to work from a workers compensation disability leave shall also submit a physician's statement indicating the employee's ability to return to employment and to perform the employee's regular work duties. Employees who do not return to work during the 180 day waiting period, and who go on a medical leave of absence shall not be permitted to return to work prior to the last approved date of the leave of absence. The employee's right to return to work shall be subject to the following and also subject to the provisions of the "Layoff" article. Any employee who fails to return to work, or to provide the notices required herein, shall be deemed to have resigned and to

have terminated employment with the school district, unless an extension of the leave of absence has been granted:

a. Leave of Absence for Personal Illness or Medical Disability - An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal illness or medical disability who has provided notice of intent to return, shall be entitled to return to a position within his former classification for which he is qualified and has seniority, or if none, then in a like or similar classification for which he is qualified and has seniority.

b. Leave of Absence for Family Medical Care - An employee who returns to work within 180 days from the commencement date of a leave of absence for family medical care shall be entitled to return to a position within his former classification for which he is qualified and has seniority, or if none, then in a like or similar classification for which he is qualified and has seniority.

c. Leave of Absence for Personal Business or Being Elected to a Union Office - An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal business or for being elected to a union office shall return to a position within his former classification for which he is qualified and has seniority, or if none, then in a like or similar classification for which he is qualified and has seniority.

d. Leave of Absence for Worker's Compensation Disability - An employee who returns to work within one (1) year from the commencement date of a leave of absence from a workers compensation related disability shall be entitled to return to the employee's original position. Thereafter, the employee shall return to a position within his former classification for which he is qualified and has seniority, or if none, then in a like or similar classification for which he is qualified and has seniority.

e. Leave of Absence for Military Service - An employee who returns to work for military service shall be governed by "return to work" provisions of the federal law.

It is understood that the employee shall be paid at the appropriate rate of pay existing in the classification in which he is placed. For purposes of this Article, the term "classification" means one of the positions listed on page A-1 for which the District has a job description.

6. Vacant Positions - During the time an employee is on a leave of absence in accordance with this provision, the employee's position may be filled by hiring a person to fill the vacant position during the leave of absence, or by a temporary substitute, or by a reassignment of another employee at the option of the Board. If an employee fails to provide the notice set forth in Paragraph 5 above or fails to return from a leave of absence, the position shall be treated as a vacancy and filled in accordance with Article 10 of the Collective Bargaining Agreement.

7. Extension of a Leave of Absence - An employee on a leave of absence for personal illness or medical disability, or family medical care, may apply for not more than one extension of the leave of absence for a period not to exceed one (1) year. Upon expiration of the extension, the employee shall return to work and no further extensions shall be granted. Written application for the extension shall be submitted to the Board at least thirty (30) days prior to the expiration date of the leave of absence. An employee who returns to work at the expiration of the extension of a leave of absence for personal illness or medical disability or family medical care shall exercise bumping rights into the classification for which the employee is qualified and has seniority upon the expiration of the extension period. In the event an employee does not accept an assignment into a classification when offered by the Board at the completion of the extension period as herein provided, the employee shall be deemed to have resigned and to have terminated employment with the School District.

8. General - In the event that an employee gives a false reason for a leave of absence or engages in other employment during such leave, the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

C. BEREAVEMENT - In the event an employee has exhausted his/her accumulated and accrued leave days and has been employed by this District for five (5) or more years, the employee shall be granted up to five (5) days without loss of pay to attend a funeral in the employee's or his/her spouse's immediate family as defined above, subject, however, to the approval of the Director of Personnel.

D. GENERAL - Employee's eligibility for a medical leave of absence or a temporary leave of absence shall be based on a minimum of one (1) year of continuous full-time employment with the School District.

ARTICLE 5

RETIREMENT AND TERMINATION

Any employee retiring from employment shall be paid a sum of money equal to three-fourths (3/4) of his total accumulated sick leave days multiplied by the regular daily wage as determined from the Salary Schedule ("Exhibit A").

In all cases where an employee's services to the District are terminated by death, his or her heirs or personal representative shall be paid a sum of money equal to three-fourths (3/4) of his total accumulated sick leave days multiplied by the regular daily wage as determined from the Salary Schedule ("Exhibit A").

Effective July 1, 1994, all sums of money to be paid out under Article 5, Retirement and Termination, shall be paid according to the following schedule: The

District shall pay up to the first \$5,000 shortly after the employee's retirement/termination as per past practice. The District shall pay up to the next \$5,000 if due during the next month of January. If any more money is due, the District shall pay it in increments of \$5,000 each year during the month of January until the sum is paid in full. (Example: If an employee retires on July 1, 1994, and is entitled to \$11,000 under Article 5, the District would pay the employee \$5,000 in July, 1994, \$5,000 in January, 1995, and \$1,000 in January, 1996.) However, if the employee is purchasing retirement credit within thirty (30) days of his/her retirement date, the employee may elect to receive the first installment payment in an amount equal to the amount to be paid to MPSERS to purchase such retirement credit. The balance shall be paid in equal installments over the next two (2) years.

ARTICLE 6

GRIEVANCE PROCEDURE

A. DEFINITION - A grievance is a complaint about an act or condition which affects the welfare or working conditions of employees covered by the terms of this Agreement, or a complaint that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

B. PROCEDURE - Grievances shall be presented and adjusted according to the following procedure:

Step 1. In the event the matter is not resolved informally, a written grievance may be filed with the Director of Operations and Maintenance within five (5) workdays¹ following the occurrence which is the basis of the grievance.

¹ "Workdays" as used herein shall exclude weekend days and holidays.

a. Within five (5) workdays after receipt of the written grievance, the Director of Operations and Maintenance shall communicate his decision, in writing, together with the supporting reasons to the aggrieved party.

Step 2. Within five (5) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he may appeal to the Director of Personnel. The appeal must be in writing and must include a statement of the grievance and the reply of the Director of Operations and Maintenance.

a. Within five (5) workdays after receipt of the appeal, the Director of Personnel shall communicate his decision, in writing, together with the supporting reasons, to the aggrieved party.

Step 3. Within ten (10) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he may appeal to the Board of Education. The appeal must be in writing and must include a statement of the grievance and the Director of Personnel's reply.

a. Within thirty (30) workdays after receiving an appeal, the Board of Education shall hold a hearing or meeting concerning the grievance, which the Union may attend, if they choose. Within ten (10) days from the date of the hearing or meeting, the Board shall communicate its decision, in writing, together with the supporting reasons, to the aggrieved party.

Step 4. If the Union is dissatisfied with the decision of the Board of Education, the Union may appeal the grievance to arbitration within twenty (20) workdays² after the decision of the Board. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) day period. And if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an Arbitrator, he shall be appointed under the rules of the American Arbitration Association.

² "Workdays" as used herein shall exclude weekend days and holidays.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of-fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law and this Agreement.

The decision of the Arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The costs of arbitration shall be borne by the losing party, however, each party shall bear its own expense.

C. DISCHARGE - SUSPENSION GRIEVANCE - The parties recognize that in the interest of efficient operations of the School District the Employer has the right to discipline and discharge employees. Due process shall be met if the Employer informs the employee of the reasons for the discipline and/or discharge and affords the employee Union representation if requested. The Employer shall not act in an arbitrary or capricious manner.

In the event an employee is discharged or suspended, the employee or the Union may, within five (5) days from the date of discharge or suspension, file a written grievance with the Director of Personnel, who shall communicate his decision in writing,

together with the supporting reasons, to the aggrieved party within five (5) school days after receipt of the grievance. If the employee or the Union still feels aggrieved, he may appeal to the Board of Education within five (5) days after receiving a reply from the Director of Personnel. Within ten (10) days after receiving an appeal, the Board of Education shall communicate its decision in writing, together with the supporting reasons, to the aggrieved party. If the Union still feels aggrieved, the Union may file for arbitration in accordance with Step 4 of the Grievance Procedure. This provision shall apply only in cases of discharge or suspension.

ARTICLE 7

HOURS

A. REGULAR - The regular work week shall be the normal forty (40) hour week, consisting of five (5) eight (8) hour days. Any request made by an individual employee to change the normal shift starting time, to accommodate some personal problem, shall be submitted to the District for its consideration by the Union. The District will give the Union advance notice of any permanent change in the starting time of an established shift.

B. OVERTIME - Any hours worked after eight (8) hours in any day or forty (40) hours in any one week and all hours worked on a Saturday shall be compensated for at the rate of one and one-half (1-½) times the regular hourly rate. Any hours worked on Sundays shall be compensated for at the rate of two (2) times (double time) the regular hourly rate, provided that such hours are not part of a regular shift or a normal forty-hour week. For the Pool Custodian only, the overtime provisions of the Agreement pertaining to Saturday and Sunday overtime shall not apply to hours worked on Saturday and/or

Sunday when one or both of these are scheduled as part of the regular work week for this position. In lieu of Saturday and/or Sunday overtime pay, overtime pay at the rate of one and one-half (1-½) times the regular hourly rate shall be paid for any hours worked on the first regularly scheduled day off for this position and at the rate of two (2) times the regular hourly rate for any hours worked on the second regularly scheduled day off for this position.

Overtime hours shall be divided as equally as possible among all employees within the same school and within the same classification. The rotation of overtime for maintenance employees shall be district wide. When overtime hours are required, employees with the least number of overtime hours in the classification will be called first, and so on down the list in an effort to equalize overtime hours. Time not worked because an employee is unavailable or chooses not to work will be charged against the employee. Overtime for the position of Pool Custodian shall not be rotated or divided among other employees, except in emergencies. Non-emergency overtime work requiring special maintenance skills (i.e. plumbing, electrical, etc.) shall not be divided among all maintenance employees, but shall be rotated and divided among the employees who have the knowledge or skill to complete the job satisfactorily. Should the employee who has the knowledge to complete the job need an assistant, the assistant does not have to be skilled in this area.

Except for circumstances beyond the control of the Director of Operations and Maintenance, employees shall receive twenty-four (24) hours advance notice of overtime.

C. CALL-IN PAY - Employees covered by the terms of this Agreement who are called in to work before or after their regular shift shall receive a maximum of two (2) hours pay for two (2) hours or less work, subject to the following:

1. Call-in pay shall not apply to the extension of the employee's normal shift, nor shall it apply when an employee is required to report to work two (2) or less hours prior to the beginning of a shift.³

2. Employees may be assigned work for the entire two (2) hour call-in period. If the employee is not assigned to work the entire two (2) hours, the employee may leave work upon the completion of the call-in assignment and shall receive the two (2) hours call-in pay.

D. SHIFT OVERLAP - For purposes of reviewing and coordinating the work in school buildings, the Director of Operations and Maintenance shall designate an employee on the second shift and the first shift to meet and, in such cases, the shift of the designated second shift employee shall be overlapped fifteen (15) minutes with the first shift. This provision shall apply to elementary buildings only. Other second shift employees shall commence their shift at the time designated by the Director of Operations and Maintenance.

E. STAND-BY PAY - The Director may assign stand-by duty to one (1) maintenance employee for Saturdays, Sundays and holidays. The assigned maintenance employee shall be available to be called in by the Director or his designee in the event of an emergency or a building problem. The employee assigned the stand-by duty for Saturdays, Sundays and holidays shall receive two (2) hours of straight time pay per day for

³ It is understood that when an employee is required to report to work two (2) or less hours prior to the beginning of a shift, the employee shall be paid for the actual time worked, and call-in pay is not applicable.

each Saturday, Sunday or holiday that he is assigned stand-by duty.⁴ Stand-by pay shall not be credited to call-in pay in the event the employee is called in. In order to be eligible for stand-by from November 1, to March 15, employees must have a low pressure boiler license, except in emergencies or extenuating circumstances (see, however, Article 15.Q).

ARTICLE 8

PAID VACATIONS

1. All full-time employees shall be eligible to receive and shall earn vacation days in accordance with the following schedule:

- | | | |
|----|--|---------|
| a. | First year of employment | 5 days |
| b. | 2nd year through 5th year of employment | 10 days |
| c. | 6th year through 10th year of employment | 15 days |
| d. | 11th year and 12th year of employment | 19 days |
| e. | 13th year of employment and over | 20 days |

2. Vacations shall be earned from July 1 to June 30 of each contract year.

For the purpose of earning vacation benefits under the provisions of this Article, all employees hired after July 1, 1987, shall earn vacation days commencing the July 1st preceding their date of hire.

⁴ An employee who works stand-by duty Monday through Friday, inclusive, shall receive a total of two (2.0) hours of straight time pay but only if the employee is on stand-by for the entire period of time.

3. Employees whose vacations occur between July 1 and September 1 of each year may on or before June 1 request in writing that they receive their paycheck in advance for a regular payday which occurs during their vacation. Summer vacation requests shall be submitted between April 1st and April 30th of each year to the Director of Operations and Maintenance. The response to summer vacation requests shall be on or before May 15th.

4. Custodial employees shall be eligible to take vacations during the school year when school is in session, subject to the following provisions:

a. Not more than ten (10) custodial employees shall be eligible for vacations under this provision per school year subject to the approval of the Director of Operations and Maintenance; however, additional custodial employees may be allowed due to special circumstances. Eligibility shall be determined on the basis of seniority and shall be rotational from year to year.

b. Not more than two (2) custodial employees may take vacation under this provision at the same time.

c. Custodial employees taking vacation under this provision shall be limited to one (1) week (5 days) per school year.

d. The position of a custodial employee taking vacation under this provision may be filled during the vacation period at the option of the Director of Operations and Maintenance by the temporary transfer of an existing employee or by a substitute or by the modification of work assignments. The Director shall not be required to fill the position.

e. Vacations taken during the school year shall not interfere with the efficient operation of the School District. Vacations shall not be taken within fifteen (15) days of the beginning or end of the school year.

f. Requests for vacations during the school year in accordance with this provision shall be submitted between August 1 and September 1, and December 1 through January 1, if less than ten (10) employees request vacation in the first sign-up of each school year to the Director. Only the requests of the ten (10) highest seniority custodial employees per year shall be considered. The Director shall respond to the requests by September 7 and January 30.

g. Employees may be paid up to five (5) days vacation pay in lieu of time off provided that the employee requests the same and the District grants the request.

h. Unless otherwise agreed by the Director of Operations and Maintenance, only one (1) custodian shall be on vacation at the same time in each building, with the exception of the junior high school, where only one (1) day custodian and one (1) night custodian shall be on vacation at the same time, and with the exception of the high school, where only two (2) custodians shall be on vacation at the same time.

i. Unless otherwise agreed by the Director of Operations and Maintenance, all vacation days shall be taken in blocks of three (3) to five (5) days one (1) time only absent extraordinary circumstances.

5. Maintenance employees shall be eligible to take vacation at any time of the year, subject to the approval of the Director of Operations and Maintenance, and subject to the requirement that vacations shall not interfere with the effective operation of the School District.

6. In the event an employee is laid off for a period of more than one (1) year (or unemployment compensation runs out), the employee shall have the option of taking all but five (5) accrued paid vacation days. The employee may choose not to take the pay if a callback is projected. An employee shall not lose accumulated vacation because the employee is on layoff and therefore cannot use vacation.

ARTICLE 9

PAID HOLIDAYS

All full-time employees who have worked the full regularly scheduled straight time workday immediately preceding and immediately subsequent to the following holidays and who would have otherwise been scheduled to work on such day if it had not been observed as a holiday, shall be paid at their regular hourly rate for each of the following

holidays: Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, the Monday following Easter Sunday and Memorial Day.

Any employee who works on any of the above listed holidays shall be compensated at the rate of two times (double time) his regular hourly rate in addition to receiving holiday pay.

No holiday for which an employee is paid and during which he did not work shall be considered or treated for any purpose under this Agreement as time actually worked by him.

In the event school is scheduled on a designated holiday, the holiday shall be rescheduled to another date when school is not in session by mutual agreement between Board and Union representatives.

ARTICLE 10

SENIORITY

A. SENIORITY - Seniority shall be determined on a school district basis for each job classification.

B. PROBATIONARY EMPLOYEES - New employees hired in the unit as custodial employees or as maintenance employees shall be considered probationary employees for the first ninety (90) workdays in the custodial classification and for the first six (6) months in the maintenance classification and shall be treated as regular employees for salary purposes only. Probationary employees shall not be entitled to seniority status. When an employee completes the probationary period, he shall be entered on the seniority

list of the job classification, and if he has been continuously employed by the Board, he shall rank for seniority from the first day of the last date of hire.

C. SENIORITY LIST - The seniority list will be furnished to the Union upon request and will list all employees by classification, name and seniority rank. Sufficient copies will be furnished to permit posting in all schools and shop areas.

D. LOSS OF SENIORITY - An employee shall lose his seniority for the following reasons:

1. He quits.
2. He is discharged and the discharge is not reversed.
3. He is absent for three (3) consecutive working days without notifying the Board or giving satisfactory reasons to the Board for such absence.
4. He does not return from sick leave or a leave of absence, without notifying the Board or giving satisfactory reasons to the Board for such absence.
5. He gives a false reason for a leave of absence or engages in other employment during such leave.
6. He retires.

E. SENIORITY OF STEWARDS - Notwithstanding their position on the seniority list, the President of the Union, Chapter Chairperson and the Union Stewards (not to exceed three [3]) shall be continued at work as long as there is a job in the District which they can perform, and they shall be the first recalled to work to a job they can perform.

F. REGULAR PART-TIME EMPLOYEE - A regular part-time employee shall be defined to mean any employee who performs bargaining unit work on a regular and consistent basis, but less than the normal work week and/or workday for custodial and maintenance employees. Such employees shall not be considered as substitutes. Regular

part-time employees shall receive the rate of pay of the classification in which they are working and shall receive pro rata the fringe benefits designated in the Agreement. Regular part-time employees shall not receive the cash equivalent of fringe benefits which they do not elect to receive.

ARTICLE 11

LAYOFF

A. DEFINITION - The word "layoff" means a reduction in the working force covered by the terms of this Agreement due to a decrease of work and/or due to economic factors or measures affecting the School District.

B. ORDER OF REDUCTION - In the event of a layoff, the work force shall be reduced in the following order: first, temporary employees;⁵ next, probationary employees in the classification or classifications affected by the layoff; then, seniority employees in reverse order as their names appear on the seniority list within the respective classification or classifications affected by the layoff, subject to the following:

1. Operational Employees Group Classification - An employee who has been laid off from his/her classification within the Operational Employees Group Classification shall be eligible to displace the lowest seniority employee in any lower classification (based upon comparative wage rates listed in Exhibit A for each classification, but excluding shift premium, longevity pay and supplemental pay) within the Operational Employees Group Classification. An employee who has been displaced by this procedure

⁵ Temporary employees are employees who are hired to fill supplemental bargaining unit positions of a limited duration but do not include substitute employees filling in for absent employees.

may exercise his/her seniority in the same manner until the required number of layoffs have been accomplished.

2. Maintenance Employees Group Classification - An employee who has been laid off from his/her classification within the Maintenance Employees Group Classification shall be eligible to displace the lowest seniority employee in any lower classification (based upon comparative wage rates listed in Exhibit A for each classification, but excluding shift premium, longevity pay and supplemental pay) within the Maintenance Employees Group Classification. If no positions are available within the classifications in the Maintenance Employees Group Classification, an employee who is laid off from the Group Classification shall be eligible to displace the lowest seniority employee in the Operational Employees Group Classification in any lower classification (based upon comparative wage rates listed in Exhibit A for each classification, but excluding shift premium, longevity pay and supplemental pay) excluding, however, Head Custodian Classifications unless the employee seeking to displace the lowest seniority employee has previously held a Head Custodian Position within the School District. If such employee has held a Head Custodian Position within the District, the employee shall be eligible to displace the lowest seniority employee within that Head Custodian Classification, provided that the position has a lower comparative wage rate, as defined herein, than the wage rate of the position from which the employee was laid off.

C. NOTIFICATION OF LAYOFF - Employees to be laid off for an indefinite period of time shall be given at least seven (7) days notice of layoff, and a list of the employees being laid off shall be furnished to the Chapter Chairperson or his/her designated representative within the seven (7) day period. In the event of a layoff, Union

and Board representatives shall meet at least five (5) working days prior to the notification date of the layoff for the purpose of discussing alternatives.

ARTICLE 12

RECALL

When the working force is increased after a layoff, employees will be recalled according to seniority and classification. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered "a quit." The District also agrees to recall a qualified employee to a position which is reasonably known to be vacant for sixty (60) or more calendar days due to an employee's illness or disability. An employee recalled to such a position shall not be subject to any layoff notice provisions when the sick/disabled employee returns to his or her position.

ARTICLE 13

VACANCIES AND TRANSFERS

A. VACANCIES

1. Definition - Vacancies shall be defined to include new positions, promotional positions and vacant positions within the bargaining unit which have not been terminated or eliminated by the Board. Vacancies shall further be defined to exclude lateral transfers of existing employees within the same classification and the same job level and shall also exclude the reassignment of existing employees to entry level openings.

2. Posting of Vacancies - The Board shall give written notice to the Chapter Chairperson of vacancies as defined above. Sufficient copies of the notice shall be

provided for posting in each building within the School District. The notice shall include any requirements for applicants and shall be given at least seven (7) workdays prior to the filling of the vacancy. The Chapter Chairperson shall sign a receipt that he has received the above notices for posting. Employees shall apply for the vacancy within the said seven (7) day period. Except in extenuating circumstances, the Director of Personnel or his designee shall notify the Chapter Chairperson within twenty-one (21) days from the date a vacancy is posted as to the disposition of the posted vacancy. Inquiries regarding the location of a posted vacancy may be made to the Director of Operations and Maintenance. Except in extenuating circumstances, the successful candidate shall be placed in the vacancy within forty-five (45) days after the original posting date.

3. Filling of Vacancies - In filling vacancies as defined above, the Board shall first consider the seniority, qualifications and records of the employees presently employed by the District. For maintenance classification vacancies, when qualifications and records are relatively equal, the District shall promote the employee with the most seniority. Custodial employees with less than four (4) years seniority shall not be eligible for promotion into a maintenance classification vacancy, unless no custodial employee with four (4) or more years seniority meets the posted job qualifications of said vacancy. For custodial classification vacancies, when posted job qualifications are met and records are relatively equal, the District shall promote the employee with the most seniority.

In the event a second, third or fourth vacancy is created upon the filling of the posted vacancy, the above posting procedures shall apply. Additional vacancies created by the filling of the fourth vacancy may be filled by the transfer of existing employees or by new hires.

If a vacancy is filled which is considered a promotion, the employee granted the promotion shall have sixty (60) consecutive calendar day trial period to determine:

- a. His desire to remain on the job;
- b. His ability to perform the job.

During the trial period, the employee shall receive the rate of pay for the job he is performing. The employee shall have the right to revert to his former classification if he so desires at any time during the trial period. The Board shall have the right to revert the employee to his former classification in the event the employee is unsatisfactory. In such event, the Board shall submit a written statement of its dissatisfaction with the employee upon request. Summer recess shall not count in determining the sixty (60) day trial period for custodial promotions.

4. Non-Bargaining Unit Promotion - In the event an employee covered by the terms of this Agreement is promoted to a non-bargaining unit position and remains in that position for more than sixty (60) consecutive calendar days, he shall lose his seniority accrued as a member of the bargaining unit.

B. TRANSFERS -

1. Requested Transfers - An employee desiring a job transfer shall submit a request in writing stating the reasons for desiring a change. By December 31st and June 30th of each year, employees may submit a written request for notification of the opportunity for lateral transfers to entry level openings for the subsequent fiscal year. A lateral transfer request for a specific work area in a specific building shall not be submitted. However, an employee may request a lateral transfer to a particular building. If an opening occurs during the school year in an entry level position for which a request for lateral

transfer has been made, then the Personnel Director shall notify the employee of such opening. The employee shall, within one (1) day, accept or reject the transfer. If the employee rejects the transfer, his request for notification of openings in other entry level positions shall not be valid.

Transfers shall be made on the basis of seniority and classification. An employee receiving a job transfer shall remain on the job for a period of at least one (1) year. If the opening is not filled by lateral transfer, or if there are no requests for lateral transfer on file, then the District may fill the vacancy by hiring from the outside.

2. Unrequested Transfers - Prior to an employee being transferred within the School District, the employee, upon written request, shall have a personal conference with the Director of Personnel, at which a Union representative and/or International or Council representative shall be present. Following the conference, the employee shall, upon written request, receive written reasons for the transfer. Transfers shall only be made in order to meet the needs of the School District and/or to promote efficiency. This provision shall not apply, however, to the work schedule established for employees during the summer months when school is not in session. Transfers shall not be made for disciplinary reasons.

3. Temporary Transfers - The Board and the Union recognize the necessity to make temporary transfers to promote efficiency or to meet emergencies and agree that a transfer of this type shall last only so long as the emergency exists or until the vacancy can be permanently filled, subject to the following provisions:

- a. Temporary transfers to a vacancy caused by the illness or disability of an employee shall not exceed one hundred (100) days.
- b. All other temporary transfers shall not exceed sixty (60) days.

- c. Modifications of an employee's work schedule during the summer months when school is not in session shall not be considered as a temporary transfer.

This provision does not obligate the Board to fill vacancies, and any such vacant positions may be terminated or eliminated by the Board upon notification to the Union at the expiration of the temporary transfer.

Subject to the above, night custodians shall have the option during the school year to temporarily fill in for any day custodian in their building, if the day custodian is going to be out for two (2) or more days (due to vacation, personal leave or medical disability).

ARTICLE 14

VETERANS

Employees who enter the armed services shall, upon the termination of such service, receive such rights as are provided in accordance with applicable state and federal laws.

ARTICLE 15

MISCELLANEOUS PROVISIONS

A. WORKER'S COMPENSATION - All employees who are injured in the performance of their duties for the Board shall be compensated as provided by the Michigan Worker's Compensation Act. The Board agrees to pay the difference between the amount an employee receives under the Michigan Worker's Compensation Act and his regular salary, not to exceed the number of the employee's accumulated sick leave days. An

employee's sick leave day accumulation shall be charged for the amount of time necessary to make up the above difference on a pro rata basis.

B. UNIFORMS -

1. For 1994-95, all custodians covered by the terms of this Agreement shall receive \$150 allowance to purchase uniforms and/or jackets which shall be selected by the Board. This amount shall be increased to \$175 in 1995-96 and 1996-97. For 1994-95, all maintenance employees shall receive \$175 allowance to purchase uniforms and/or jackets which shall be selected by the Board. This amount shall be increased to \$200 in 1995-96 and 1996-97. Each employee shall have the responsibility of maintaining and cleaning such uniforms and/or jackets. All employees shall be required to wear their uniforms when performing their job assignments and duties for the Board of Education, except in extenuating circumstances or upon approval of the Director of Operations and Maintenance. Board approved tee-shirts may be worn by the employees as a uniform shirt during the summer work period only. However, employees may report to work wearing a Board-approved tee-shirt under their regular uniform shirt, and remove the regular uniform shirt while working where appropriate (i.e. when students, parents, community members and staff are not in the building or work area and are unlikely to come into contact with the employee).

2. In addition, during the summer work schedule when school is not in session, employees may wear uniform shorts and socks to be designated by the District, and purchased by the employees at their cost. Employees shall be responsible for being dressed appropriately for their daily assignment. In the event the District can document the existence of a problem associated with wearing shorts, then it may terminate this provision of the contract.

C. COFFEE BREAKS - All employees covered by the terms of this Agreement shall be entitled to one (1) fifteen (15) minute coffee break preceding his lunch break and one (1) fifteen (15) minute coffee break following his lunch break. The time during which a coffee break is taken by each employee shall be determined by the employee's immediate Supervisor. In the event an employee is unable to take his coffee break at the scheduled time due to an emergency, the employee shall be entitled to his coffee break at the first available opportunity.

D. LUNCH BREAK - All employees covered by the terms of this Agreement shall be entitled to a thirty (30) minute duty-free lunch break, not to be included in the employee's regular eight (8) hour workday.

E. INCLEMENT WEATHER -

1. In the event school is closed due to adverse weather conditions, and the Superintendent determines that employees covered by the terms of this Agreement shall not be required to report to work or may leave work early, the loss of time shall not be charged against the employees' regular pay or leave days. In addition, if the Michigan State Police declares a Red Alert due to severe weather conditions, employees, with the exception of snow removal crews, shall not be required to report to work, and the loss of time shall not be charged against the employees' regular pay or leave days (without loss of pay).

2. If employees covered by the terms of this Agreement are not required to report to work or leave work early in accordance with Section (1) of this provision, and, if notwithstanding the closing of the schools, certain employees are required to report to work, such employees shall be compensated at the rate of two (2) times (double time) their regular hourly rate.

3. In the event school is closed due to adverse weather conditions, and the Superintendent has not determined that the employees covered by the terms of this Agreement are excused from work, certain employees may be excused from work without loss of pay upon the approval of the Director of Buildings and Grounds or his designee if such employees are unable to report to work or are late to work due to the adverse weather conditions. It is the responsibility of the employee to contact the Director of Buildings and Grounds or his designee to obtain permission to remain away from work.

F. POSTING OF NOTICES - The Board agrees to designate a section or portion of a bulletin board in each building which may be used by the Union for the posting of official notices.

G. JURY DUTY - In the event an employee is called to serve on jury duty during the employee's work year, the employee shall cooperate with the school administration in an effort to be excused or released from jury duty. If the employee is unable to be excused or released from jury duty, the employee shall be paid the difference between jury duty pay and the employee's daily rate for each workday that the employee serves on jury duty. To facilitate payment, the employee shall endorse his/her jury duty pay check to the School District and shall receive his/her regular pay.

H. WRITTEN REPRIMANDS, COMPLAINTS AND WARNINGS AGAINST EMPLOYEES

An employee, or his Union representative, shall receive a copy of all written reprimands, warnings or complaints made against him which are placed in his personnel file, and upon the written request of the employee, said written warning, reprimand or complaint shall be removed from the employee's personnel file after three (3) years from the date thereof, subject to the following conditions:

1. In order to file a written request for the removal of reprimands, warnings or complaints from his personnel file, an employee must not have received a written reprimand, warning or complaint within the above three-year period.

2. Notwithstanding the above, reprimands, warnings or complaints against an employee involving the safety, health and welfare of the employee, other employees and students shall not be eligible for removal from an employee's personnel file, unless the employee has not received a reprimand, warning or complaint involving the safety, health and welfare of the employee, other employees or students within the past fifteen (15) years.

I. GENDER - All pronouns used herein shall be deemed to apply to both the feminine and masculine gender.

J. LICENSE FEES - The School District shall pay the costs of acquiring and maintaining specialized licenses, such as a commercial driver's license, a Low Pressure Boiler License or other similar licenses for employees who are required to maintain such a license by the School District as part of the qualifications for their assigned position. Payment by the School District shall be in the form of reimbursement to affected employees who submit proof of payment of the annual renewal fee. (Note: Elementary Head Custodians shall not be required to have a low pressure boiler license for their position.)

K. RELEASE TIME - A total of ten (10) days per year shall be granted to the Union for the purpose of attending educational conferences and conventions, subject to the following provisions:

1. Any unused release days from the total of ten (10) days shall not be cumulative from year to year.

2. No more than two (2) members of the Union may use the above release days on the same day.

3. The Union shall notify the office of the Director of Personnel not less than five (5) days prior to the use of a release day under the terms of this provision.

4. Release days shall not be used during the period two (2) weeks prior to the end of school for students or two (2) weeks prior to the start of school for students, except upon the authorization of the Director of Personnel or his designee.

L. STUDY COMMITTEE - The Board and the Union hereby agree to establish a Study Committee consisting of two (2) representatives appointed by the Board and two (2) representatives appointed by the Union for the purpose of discussing and reviewing modification of the work schedule to a four (4) day workweek for custodial and maintenance employees during the summer months when school is not in session. The Committee shall make a recommendation concerning the summer work schedule to the Superintendent or his or her designee on or before April 1 of each year. This date may be extended by mutual agreement between the Board representatives and the Union representatives.

M. TUITION REIMBURSEMENT - Employees covered by the terms of this Agreement shall be eligible for tuition reimbursement. Employees seeking tuition reimbursement must be authorized by the Director of Operations and Maintenance to take approved courses related to their employment prior to the start of such courses. Reimbursement of tuition by the School District shall be paid by the School District upon successful completion by the employee of the authorized and approved course and upon submission of evidence of successful completion and tuition receipts. "Successful completion" means receiving a grade of "C" or better.

N. PHYSICALS - The Board shall reimburse employees for the cost of all routine medical tests that are required for commercial driver's licenses, asbestos abatement

licenses and other similar licenses as required for continued employment by the School District.

O. JOB DESCRIPTIONS - The District will provide the Union with a copy of all job descriptions. If the District makes any change in the job descriptions, it will give the Union advance notice thereof, and an opportunity to discuss the change prior to implementation.

P. EMPLOYEE ASSISTANCE PROGRAMS - The Board will supply each employee with information regarding all Employee Assistance Programs (EAP) available at least once a year, and in addition will post information regarding EAP on custodial bulletin boards.

Q. SPECIAL COMMITTEE - A committee consisting of three (3) Union and three (3) management representatives will review the issues of boiler licenses and increased employee training.

ARTICLE 16

GENERAL PROVISIONS

In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provision shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect.

ARTICLE 17

DURATION OF AGREEMENT

This Agreement shall continue in effect for a period of three (3) years, commencing on July 1, 1994, and ending June 30, 1997. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not

less than sixty (60) days nor more than ninety (90) days prior to June, 1997. In any event, this Agreement shall not be extended beyond June 30, 1997, except by written consent of the parties.

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

BOARD OF EDUCATION
FRASER PUBLIC SCHOOLS DISTRICT

By: *Deuane Martin*
Deuane Martin, President

By: *Frank P. Woloszyk, Jr.*
Frank P. Woloszyk, Jr., Secretary

INTERNATIONAL UNION OF AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO,
AND METROPOLITAN COUNCIL NO. 25,
AND LOCAL NO. 3846

By: *Steven Burnett*
Steven Burnett, Chapter Chairperson

By: *Daniel Hogan*
Daniel Hogan, Negotiating Committee Member

Ratified by the Board of Education of the Fraser Public Schools District on
November 14, 1994.

Ratified by the International Union of American Federation of State, County
and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25 and Local No. 3846
on November 5, 1994.

EXHIBIT A

SALARY SCHEDULE 1994-95

MAINTENANCE EMPLOYEES (per hour)

EXPERIENCE - NUMBER OF YEARS

CLASSIFICATION

	<u>1 YEAR</u>	<u>COLA⁶</u>	<u>2 YEARS</u>	<u>COLA</u>	<u>3 YEARS</u>	<u>COLA</u>
Maintenance	\$13.44	.200	\$13.76	.204	\$14.06	.209
Maintenance Semi-Skilled	\$14.29	.212	\$14.60	.217	\$14.89	.221
Maintenance Skilled	\$15.06	.224	\$15.33	.228	\$15.97	.237

Snow Removal Leader - The Snow Removal Leader shall receive \$1.00 per hour in addition to his regular pay while engaged in snow removal duties.

Maintenance Leader - The Maintenance Leader shall receive \$1.00 per hour in addition to his regular pay.

⁶ COLA shall be paid for each hour worked; however, each hour of overtime worked shall count as one and one-half (1 ½) hours worked. For 1994-95, COLA shall be paid in a lump sum in July, 1995, based upon the hours worked by the employee from July 1, 1994, through June 30, 1995.

OPERATIONAL EMPLOYEES

<u>CLASSIFICATION</u>	<u>PER HOUR</u>	<u>COLA⁷</u>
Custodian	\$13.59	.202
Elementary Head Custodian and Second Assistant Head Custodian High School	\$14.29	.212
Assistant Head Custodian Junior High School	\$14.59	.217
Assistant Head Custodian High School ⁸	\$15.00	.223
Head Custodian High School and Junior High School	\$15.81	.235
Pool Custodian High School	\$14.16	.210

⁷ COLA shall be paid for each hour worked; however, each hour of overtime worked shall count as one and one-half (1 ½) hours worked. For 1994-95, COLA shall be paid in a lump sum in July, 1995, based upon the hours worked by the employee from July 1, 1994, through June 30, 1995.

⁸ The Assistant Day Head Custodian at the High School shall receive Two and 50/100 (\$2.50) Dollars per workday based on five (5) workdays per week for performing certain assigned duties in connection with the pool.

EXHIBIT A

SALARY SCHEDULE 1995-96

MAINTENANCE EMPLOYEES (per hour)

EXPERIENCE - NUMBER OF YEARS

CLASSIFICATION

	<u>1 YEAR</u>	<u>COLA⁹</u>	<u>2 YEARS</u>	<u>COLA</u>	<u>3 YEARS</u>	<u>COLA</u>
Maintenance	\$13.57	.407	\$13.90	.415	\$14.20	.425
Maintenance Semi-Skilled	\$14.43	.432	\$14.75	.441	\$15.04	.450
Maintenance Skilled	\$15.21	.455	\$15.48	.463	\$16.13	.482

Snow Removal Leader - The Snow Removal Leader shall receive \$1.00 per hour in addition to his regular pay while engaged in snow removal duties.

Maintenance Leader - The Maintenance Leader shall receive \$1.00 per hour in addition to his regular pay.

⁹ COLA shall be paid for each hour worked; however, each hour of overtime worked shall count as one and one-half (1 ½) hours worked. For 1995-96, COLA shall be paid in two lump sums. First, it shall be paid in December, 1995, based upon the hours worked by the employee from July 1, 1995, through November 30, 1995. Second, it shall be paid in July, 1996, based upon the hours worked by the employee from December 1, 1995, through June 30, 1996.

OPERATIONAL EMPLOYEES

<u>CLASSIFICATION</u>	<u>PER HOUR</u>	<u>COLA¹⁰</u>
Custodian	\$13.73	.411
Elementary Head Custodian and Second Assistant Head Custodian High School	\$14.43	.432
Assistant Head Custodian Junior High School	\$14.74	.441
Assistant Head Custodian High School ¹¹	\$15.15	.453
Head Custodian High School and Junior High School	\$15.97	.478
Pool Custodian High School	\$14.30	.428

¹⁰ COLA shall be paid for each hour worked; however, each hour of overtime worked shall count as one and one-half (1 ½) hours worked. For 1995-96, COLA shall be paid in two lump sums. First, it shall be paid in December, 1995, based upon the hours worked by the employee from July 1, 1995, through November 30, 1995. Second, it shall be paid in July, 1996, based upon the hours worked by the employee from December 1, 1995, through June 30, 1996.

¹¹ The Assistant Day Head Custodian at the High School shall receive Two and 50/100 (\$2.50) Dollars per workday based on five (5) workdays per week for performing certain assigned duties in connection with the pool.

EXHIBIT A

SALARY SCHEDULE 1996-97

MAINTENANCE EMPLOYEES (per hour)

EXPERIENCE - NUMBER OF YEARS

CLASSIFICATION

	<u>1 YEAR</u>	<u>COLA</u> ¹²	<u>2 YEARS</u>	<u>COLA</u>	<u>3 YEARS</u>	<u>COLA</u>
Maintenance	\$13.71	.621	\$14.04	.634	\$14.34	.648
Maintenance Semi-Skilled	\$14.57	.659	\$14.90	.673	\$15.19	.687
Maintenance Skilled	\$15.36	.695	\$15.63	.707	\$16.29	.736

Snow Removal Leader - The Snow Removal Leader shall receive \$1.00 per hour in addition to his regular pay while engaged in snow removal duties.

Maintenance Leader - The Maintenance Leader shall receive \$1.00 per hour in addition to his regular pay.

¹² COLA shall be paid for each hour worked; however, each hour of overtime worked shall count as one and one-half (1 ½) hours worked. For 1996-97, COLA shall be paid in two lump sums. First, it shall be paid in December, 1996, based upon the hours worked by the employee from July 1, 1996, through November 30, 1996. Second, it shall be paid in July, 1997, based upon the hours worked by the employee from December 1, 1996, through June 30, 1997.

OPERATIONAL EMPLOYEES

<u>CLASSIFICATION</u>	<u>PER HOUR</u>	<u>COLA¹³</u>
Custodian	\$13.87	.627
Elementary Head Custodian and Second Assistant Head Custodian High School	\$14.57	.659
Assistant Head Custodian Junior High School	\$14.89	.673
Assistant Head Custodian High School ¹⁴	\$15.30	.692
Head Custodian High School and Junior High School	\$16.13	.730
Pool Custodian High School	\$14.44	.653

¹³ COLA shall be paid for each hour worked; however, each hour of overtime worked shall count as one and one-half (1 ½) hours worked. For 1996-97, COLA shall be paid in two lump sums. First, it shall be paid in December, 1996, based upon the hours worked by the employee from July 1, 1996, through November 30, 1996. Second, it shall be paid in July, 1997, based upon the hours worked by the employee from December 1, 1996, through June 30, 1997.

¹⁴ The Assistant Day Head Custodian at the High School shall receive Two and 50/100 (\$2.50) Dollars per workday based on five (5) workdays per week for performing certain assigned duties in connection with the pool.

BOARD PAID RETIREMENT - The Board shall pay the employees' state retirement contribution to the State School Employees Fund in the amount of five (5%) percent of the wages set forth in the above schedule.

SHIFT PREMIUM - Full-time employees working on the second and third shift shall receive a shift premium in addition to their regular pay as follows:

Second Shift - 20¢/ per hour
Third Shift - 25¢/ per hour

The Board agrees to place employees on the preceding Salary Schedule as follows:

EXPERIENCE - All employees will be placed on the appropriate Salary Schedule in accordance with their qualifications, job classifications and the number of years of experience obtained in the employ of the Board.

Maintenance employees who have accumulated experience outside the employ of the Board in a skilled trade may be allowed credit commensurate with their experience and placed on the Salary Schedule accordingly.

LONGEVITY PAY - Eligible full-time employees shall receive longevity pay in accordance with the following schedule:

1. After five (5) years of continuous service to the Board - 20¢/per hour
2. After ten (10) years of continuous service to the Board - 25¢/per hour
3. After fifteen (15) years of continuous service to the Board - 30¢/per hour

THE ABOVE AMOUNTS SHALL NOT BE CUMULATIVE

Sample COLA Calculations

1994-95

Custodian A has an hourly base rate of \$13.59, and an hourly COLA rate of \$.202. He/she works 150 regular hours each month from July 1, 1994, through June, 1995, plus an additional 100 hours in overtime. Because overtime hours are counted as one and one-half (1 ½) hours, Custodian A's total hours for 1994-95 are as follows:

$$\begin{array}{r} 150 \text{ hours X 12 months} = 1800 \\ 100 \text{ hours X 1.5} = \quad \underline{150} \\ 1950 \end{array}$$

1950 hours X \$.202 COLA rate = \$393.90 total COLA payment 1994-95, paid in July, 1995.

1995-96

Custodian A has an hourly base rate of \$13.73, and an hourly COLA rate of \$.411.

- A. He/she works 150 regular hours each month from July 1, 1995, through November 30, 1996, plus an additional 50 hours of overtime. Custodian A's total hours from July through November are as follows:

$$\begin{array}{r} 150 \text{ hours X 5 months} = 750 \\ 50 \text{ hours X 1.5} = \quad \underline{75} \\ 825 \text{ hours} \end{array}$$

825 hours X \$.411 COLA rate = \$339.08 COLA payment, paid in December, 1995.

- B. He/she works 150 regular hours each month from December 1, 1995, through June 30, 1996, plus an additional 50 hours of overtime. Custodian A's total hours from December through June are as follows:

$$\begin{array}{r} 150 \text{ hours X 7 months} = 1050 \\ 50 \text{ hours X 1.5} = \quad \underline{75} \\ 1125 \end{array}$$

1125 hours X \$.411 COLA rate = \$462.38 COLA payment, paid in in July, 1996.

Total COLA payments for 1995-96 total \$801.46.

EXHIBIT B

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

AUTHORIZATION FOR
DUES DEDUCTION

By: _____
Please Print Last Name First Name Middle Name

To: _____
Employer

Effective _____, I hereby request and authorize you to deduct from my
earnings the current initiation fee being charged by AFSCME Local Union No. ____, and
effective the same date to deduct from my earnings _____ a sufficient amount
to provide for the regular payment of the current rate of monthly union dues, as certified
by the union. The amount deducted shall be paid to the treasurer of
_____, of the American Federation of State, County and Municipal
Employees. This authorization shall remain in effect unless terminated by me by written
notice to the union and employer within thirty (30) days immediately preceding the
termination date of the existing Union - Management Agreement, or termination of my
employment.

This space reserved for
additional information
when required

Employee's Signature

Street Address

City and State

SUMMARY
OF
LETTERS OF INTENT

1. Use of Private Vehicles by Custodial Staff for School Business
(Nov. 6, 1973) - Custodial personnel cannot be required to use their personal vehicle to conduct school business (depositing money in the bank, picking up supplies, etc.). However, if this is not seen as an inconvenience or imposition by the custodian, he/she may continue to use his/her vehicle and be reimbursed at the current mileage rate as determined by the Board.

2. Work from Weekend Activity - In the event an employee is assigned to perform work resulting from a weekend activity (Saturday or Sunday) and is not able to complete his normal assigned duties, the employee shall not be reprimanded for his failure to complete his normal duties during his scheduled shift.

3. Position Excluded from Rotational Overtime (Nov. 1, 1978) - One (1) custodial position in the gym area at the high school, in addition to the pool custodian, shall be excluded from the rotational overtime provision of Article 7, Section B, of the Collective Bargaining Agreement. The employee assigned to this excluded position may have four (4) of his regular eight (8) hour workdays scheduled during the week, Monday through Friday, and the fifth (5th) day may be scheduled on Saturday, for which the employee would receive one and one-half (1 ½) times his regular hourly rate. (This employee's Saturday work time would not be rotated.)

4. Duty-Free Lunch (Sept. 17, 1979) - All employees covered by the terms of this Agreement are entitled to a duty-free lunch break in accordance with Article 15, Section D, and shall not be required to perform work during such lunch break, except in an emergency.

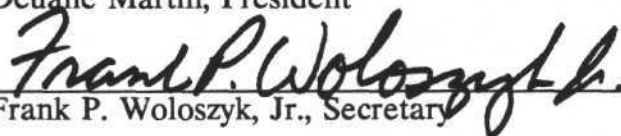
5. Snow Removal Duties - In the event an employee, either on the day shift or night shift, is assigned snow removal duties during his shift and is not able to complete his normal custodial duties during normal working hours, the employee shall not be reprimanded for his failure to complete said duties.

6. Privatization - In the event that the District contracts out the services of the bargaining unit covered by this Agreement which results in the permanent layoff of more than one-quarter of the employees in the unit, the District agrees to negotiate a benefits severance package for the permanently laid off members of the bargaining unit.

BOARD OF EDUCATION

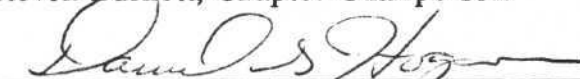
FRASER PUBLIC SCHOOLS DISTRICT

By: 
Deuane Martin, President

By: 
Frank P. Woloszyk, Jr., Secretary

INTERNATIONAL UNION OF AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO,
AND METROPOLITAN COUNCIL NO. 25,
AND LOCAL NO. 3846

By: 
Steven Burnett, Chapter Chairperson

By: 
Daniel Hogan, Negotiating Committee Member

