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MASTER AGREEMENT

BETWEEN

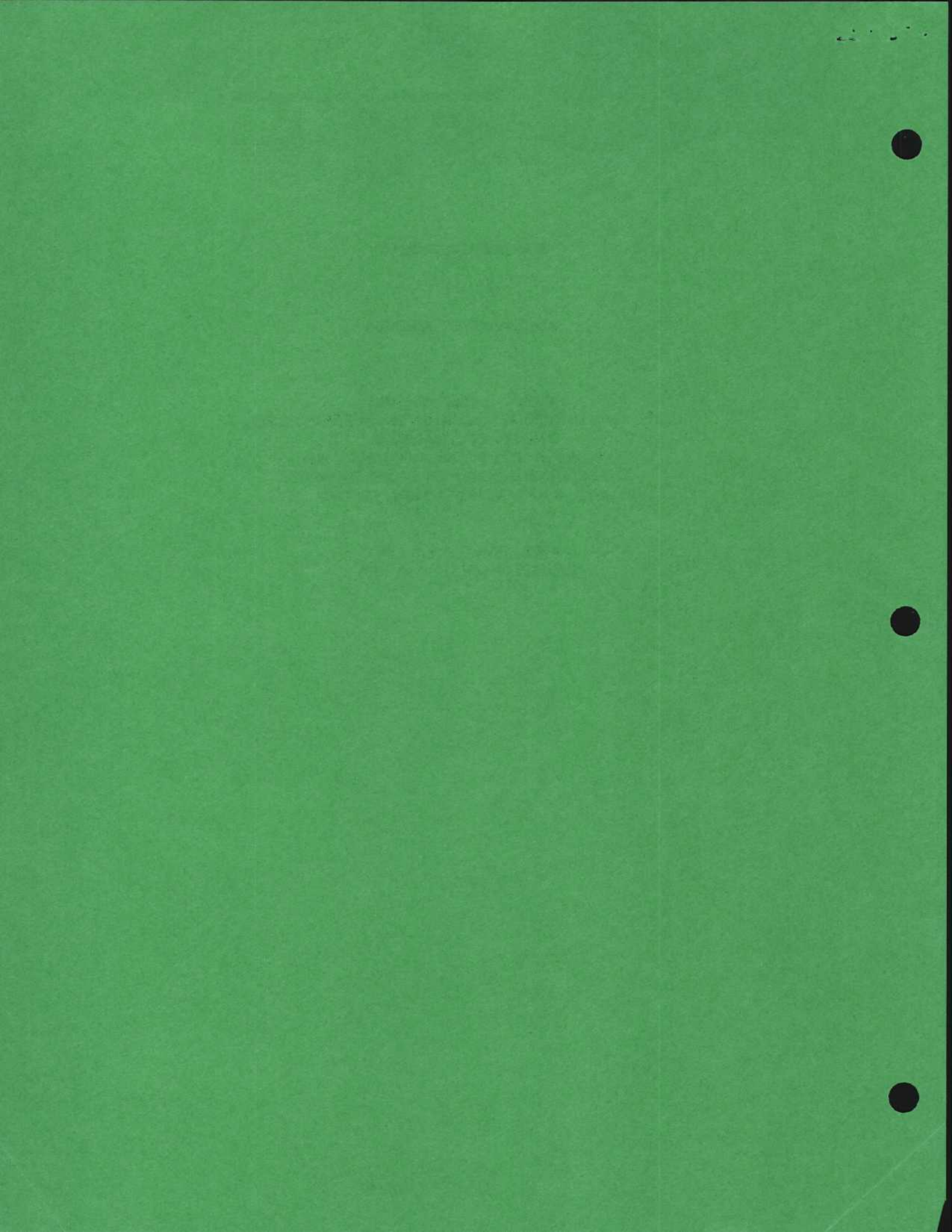
HOPKINS PUBLIC SCHOOLS

AND

HOPKINS PUBLIC SCHOOLS
MECHANICS, CUSTODIAL AND MAINTENANCE EMPLOYEES
CHAPTER OF LOCAL #2628
AFFILIATED WITH MICHIGAN COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE: JULY 1, 1996
TERMINATION: JUNE 30, 1999

Hopkins Public Schools



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AGREEMENT

This Agreement entered into on this 1st day of July 1996, between the Hopkins Public Schools (hereinafter referred to as the "EMPLOYER") and the Hopkins Public Schools Mechanics, Custodial and Maintenance Employees chapter of Local #2628, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

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

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

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

RECOGNITION

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

"All Mechanics, Custodial and Maintenance employees of Hopkins Public Schools, including any CETA employees that may be employed in these classifications, but excluding supervisors and all other employees, also excluding any seasonal employee hired for a period of ninety-five (95) days or less."

(b) Seasonal Help. Seasonal or casual or temporary employees may be employed by the Employer, and the period of their employment will be confined to the months of May through September. However, in no case will the period of employment of these temporary employees exceed ninety-five (95) calendar days. It is understood and agreed that the provisions in this Agreement, entered into between the parties, do not apply to these temporary employees; however, it is agreed that said employees shall be paid minimum wage per hour, it being further agreed that these employees will not be used to displace regular employees, nor shall they be used during the time of layoff or while members of the bargaining unit are working reduced hours. In the event a temporary employee is promoted to a permanent position, their time worked as a temporary employee since the last date of hire shall count towards establishing their seniority date.

ARTICLE 1. BOARD OF EDUCATION RIGHTS

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment and the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge, for cause employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary for its operations and to determine the methods, schedules and standard of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improve methods or changes therein.
5. Adopt reasonable rules and regulations, and uniformly enforce same after said rules and regulations have been published and distributed to each employee for a ten (10) day working period of time.
6. Determine the qualifications of employees, including physical conditions. The Board shall have the right in its discretion to require an employee to submit to a physical or mental examination at Board expense by a licensed physician approved by the Board.
7. Determine the number and location or relocation or its facilities, including the establishment or relocations or new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions building or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
11. Determine the policy, the selection, testing or training of employees, providing, that such selection shall be based upon lawful criteria.

The exercise of the foregoing rights, authority of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 2. PROSCRIBED ACTIVITY

- (a) The Employer will not finance any labor group or organization which purports to engage in collective bargaining or make any agreement, with any such group or organization for the purpose of undermining the Union.
- (b) The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slow down, strike, or engage in similar activity against the Employer. The Employer agrees that during the same period there will be no lockouts.

ARTICLE 3. UNION SECURITY AGENCY SHOP

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues uniformly charged for membership for the Duration of this Agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for a duration of the Agreement.
- (c) Employees, hired, rehired, reinstated or transferred into bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues required for membership the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.
- (d) The Union agrees to defend, and save the Board harmless from any monetary damages which may be incurred as a result of the implementation of this Agreement, that any and all cost, including witness and attorney fees which may be incurred by the district as well as damages, shall be paid by the Union.

The Union agrees to defend, indemnify and save the Board harmless from any lawsuit or damages arising from the dismissal of an employee caused by the implementation of the agency shop clause.

ARTICLE 4. DUES CHECK OFF

- (a) The Employer agrees to deduct from the wages of any employee all Union membership dues and service fees uniformly required, as provided in a written authorization in accordance with the standard form supplied by the Union to the Employer herein, provided that the said form shall be executed by the employee. The written authorization for union dues or service fee deduction shall remain in full force and effect during the period of this contract.
- (b) Dues and service fees will be authorized, levied and certified, in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary/Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues.
- (c) The Union, through their Secretary/Treasurer, shall notify the payroll clerk of dues and service fees to be deducted within five (5) days of ratification of this Agreement. Any changes in amounts to be deducted shall be conveyed to the payroll clerk not later than seven (7) work days prior to a payday.

ARTICLE 5. REMITTANCE OF DUES AND FEES

- (a) When Deductions Begin. Check-off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.
- (b) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated, to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.
- (c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 6. UNION REPRESENTATION

- (a) Stewards, Alternate Stewards, and Unit Chairmen. The employees covered by this agreement will be presented by one (1) steward. The employer shall receive a typed list of union officers and alternates by July 15 of each year, and within ten (10) working days of any election.
1. The stewards during their working hours, after first obtaining approval from their supervisor, without loss of time or pay, may investigate the present grievances to the employer during working hours.
 2. The Unit Chairmen, after first obtaining approval from their supervisor, shall be allowed the necessary time off during working hours without loss of pay or time to investigate and present grievances to the Employer in accordance with the grievance procedure.
- (b) Union Bargaining Committee. Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members.

ARTICLE 7. SPECIAL CONFERENCES

- (a) Special conferences for important matters will be arranged between the President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of Management. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by representatives of the Council and/or representatives of the International Union. The members of the Local Union shall not lose time or pay for time spent in such special conferences, provided the conference is agreed to by the Employer.
- (b) The Union representative may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference, providing that it does not interfere with their normal working hours.

ARTICLE 8. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the Grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. A grievance shall be an alleged violation of the expressed terms of this contract.

A written grievance should contain the following:

1. The signature of the grievant or grievants
2. The specifics
3. A synopsis of the known facts giving rise to the alleged violation
4. The section or subsections of this contract
5. The date of the alleged violation
6. The relief requested

Any written grievance not substantially in accordance with the above requirements may be referred back to the Union for additional information. Such a referral on the part of the Employer, however, would extend the time limit an additional five (5) working days.

Any employee having a grievance shall present it to the Employer as follows:

Step 1. An employee with a grievance shall discuss the grievance, with or without a steward, with the immediate supervisor within ten (10) regularly scheduled working days of the alleged occurrence. The immediate supervisor shall give a verbal answer within five (5) working days of such discussion.

Step 2. If the answer at Step 1 is not satisfactory, the grievance shall be presented, in writing, by the steward of the Step 1 answer. The immediate supervisor shall sign and date the steward's copy of the grievance upon receipt. The immediate supervisor shall answer the grievance, in writing, within five (5) working days of receipt of the grievance. The steward shall sign and date the immediate supervisor's copy of the grievance upon receipt.

Step 3. If the answer at Step 2 is not satisfactory, the grievance shall be presented, in writing, by the steward to the Building Principal within five (5) working days of the Step 2 answer. The Building Principal shall sign and date the steward's copy of the grievance upon receipt. The Building Principal shall answer the grievance, in writing, within five (5) working days of receipt of the grievance. The steward shall sign and date the Building Principal's copy of the grievance upon receipt.

Step 4. If the answer at Step 3 is not satisfactory, the grievance shall be presented, in writing, by the Chapter Chairperson to the Superintendent within five (5) working days after the Step 3 answer. The Superintendent shall sign and date the Chapter Chairperson's copy upon receipt. The Superintendent, and/or his designated representative(s), shall meet with the Union, within five (5) working days after receipt of the grievance, for the purpose of attempting to resolve the dispute. The Superintendent shall answer the grievance, in writing within five (5) working days after such meeting. The Chapter Chairperson shall sign and date the Superintendent's copy of the grievance upon receipt.

Step 5. If the answer at Step 4 is not satisfactory, the grievance shall be referred to Michigan Council #25, AFSCME, AFL-CIO. In the event Michigan Council #25, AFSCME, AFL-CIO should determine that the Step 4 answer should be appealed, it shall file a Demand for Arbitration with the American Arbitration Association within thirty (30) calendar days after the Step 4 answer. The Arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Regulations and shall be final and binding on the District and the Union. The Arbitrator shall base his decision on the express terms of this Agreement. The expenses of the Arbitrator shall be shared equally between the District and the Union.

Any grievance not answered within the time limits by the District may be processed to the next step of the grievance procedure, and any grievance not appealed by the Union within the time limits shall be deemed withdrawn by the Union. However, that parties may only agree in writing to suspend or extend the time limits at any step of the grievance procedure.

Only one grievance may be processed to and heard by any one Arbitrator at any one time unless, it is otherwise agreed to in writing between the parties.

ARTICLE 9. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned. Unemployment compensation shall be deducted from any back pay award.

ARTICLE 10. DISCHARGE AND SUSPENSION

(a) Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, by certified mail, return receipt requested, the employee and his steward of the discharge or suspension. Said notice shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss the discharge or suspension with his steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward

(c) Appeal A Discharge or Suspension. Should a discharged or suspended non-probationary employee and the steward consider the discharge or suspension improper, it shall be submitted at Step 4 of the grievance procedure within five (5) working days of the action. Probationary employees do not have the right to grieve disciplinary action.

(d) Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously.

e) The supervisor shall make every effort to discuss unsatisfactory work practices and the means of correction with an employee before recommending their discharge or suspension to the Superintendent. In the event the employee so requests, such discussions shall be in the presence of the employee's steward.

ARTICLE 11. SENIORITY. PROBATIONARY EMPLOYEES.

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day he completes the probationary period. There shall be no seniority among probationary employees. By mutual agreement the above probationary period may be extended up to an additional ninety (90) calendar days.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Recognition of this Agreement, except discharged and disciplined employees for other than Union activity. Probationary employees may be disciplined up to and including termination without recourse to the grievance procedure.

(c) Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire, since which he has not quit, retired or been discharged to good reason.

(d) The Employer shall arrange on the first day of employment, a thirty (30) minute interview period between the chapter chairperson and the new employee(s) for the purpose of welcoming the new employee(s), supplying them with a copy of the Agreement, authorization cards, explaining the structure of the organization, and providing any other pertinent information.

ARTICLE 12. SENIORITY LISTS.

(a) Seniority shall not be affected by the age, race, sex, marital status or dependents of the employee. Whenever the male pronoun is used herein it shall also be deemed to include females.

(b) The seniority list on the date of this Agreement will show the date of hire, names, addresses, and job titles of all employees of the unit entitled to seniority.

(c) The employer with input from the bargaining unit will prepare a seniority list, and will provide the chapter chairperson and Michigan council #25, AFSCME. AFL-CIO with an up-to-date copy of July 1 of each year, and notification as changes occur.

ARTICLE 13. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reason only:

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (a) He is absent for three (3) consecutive working days without notifying the Employer.
- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure.
- (e) In proper cases the Employer may make exceptions.

ARTICLE 14. VACANCIES AND PROMOTIONS.

If an employee is advanced to another position and the wages are higher than the previous position, the higher rate becomes effective immediately. If the employee transfers back to the original position, the rate shall revert to the previous wage scale.

All vacancies or newly created positions shall be filled on the basis of seniority and qualifications. Qualifications shall be determined by the District subject to the grievance procedure if the Union should disagree with the determination of the District.

Employees will be permitted satisfactory try-out periods in a new position. (Minimum try-out: five (5) working days; maximum try-out: thirty (30) working days). After thirty (30) working days, employee has the appointment.

- (a) During the trial period, employees will receive the rate of the job they are performing.
- (b) Employees required to work in a higher classification shall be paid the rate of the higher classification.
- (c) When the Board determines vacancies exist, said vacancies for existing or new jobs shall be posted in each building for five (5) working days before being permanently filled.
- (d) Internal positions posted and bid, shall be awarded within ten (10) calendar days of the bid closing.

ARTICLE 15. ATTENDANCE.

(A) Absences. The Board of Education expects the employees to be physically fit; to be on the job without numerous absences and/or erratic attendance patterns. Employees failing to establish acceptable attendance patterns shall be subject to the following disciplinary action:

1st Warning - Verbal

2nd Warning - Written Reprimand

3rd Warning - One (1) day disciplinary suspension without pay.

4th Warning - Three (3) days disciplinary suspension without pay.

5th Warning - Dismissal of employee or suspension of employee, which ever is deemed appropriate by Supervisor and Superintendent.

(b) Tardy. The Board of Education will establish reasonable hours of work. Employees failing to follow these regulations shall be subject to the following disciplinary action:

1st Warning - Verbal

2nd Warning - Written Reprimand

3rd Warning - One (1) day disciplinary suspension without pay.

4th Warning - Three (3) days disciplinary suspension without pay.

5th Warning - Dismissal of employee or suspension of employee, whichever is deemed appropriate by Supervisor or Superintendent.

(c) Notwithstanding anything else in this Agreement, the district may take appropriate action, including termination of an employee with unacceptable overall attendance, regardless of the reason for absences. Paid sick leave is solely for the purpose of providing employee protection against financial loss.

ARTICLE 16. VETERANS. REINSTATEMENT OF.

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

ARTICLE 17. RATES FOR NEW JOBS.

When a new job or vacancy is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 18. JURY DUTY.

An employee who serves on jury duty will suffer no loss of pay from being off work and will be paid the difference between his pay for jury duty and his regular pay, provided the employee gives management sufficient advance notice and the employee promptly returns to work upon his release by the Court each day.

ARTICLE 19. SAFETY COMMITTEE.

A Safety Committee of employees and Employer representatives is hereby established. This committee shall consist of the Stewards, Unit Chairperson and representatives of the Employer. The committee shall meet on a regular basis as established by mutual agreement for the purpose of making recommendations to the Employer. The Employer and employee agrees to comply with all Michigan Occupational Safety and Health Act Regulations that may apply to bargaining unit work or environment.

ARTICLE 20. WORKERS' COMPENSATION. ON-THE-JOB INJURY.

Each employee will be covered by the applicable Workers' Compensation laws. Prior to returning to work, after a Workers' Compensation related injury, the employee must furnish the employer a notice from his/her doctor that his return to work will not affect him in an adverse manner.

Employees may use any sick leave, vacation leave, or personal days for Workers' Compensation leave by turning over to the employer Workers' Compensation pay. The employee shall sign the Workers' Compensation check over to the Hopkins School District and deliver the check to the business office.

ARTICLE 21. WORK PERFORMED BY SUPERVISORS.

Supervisory employees are employees of the Board; and as such, may be assigned to work duty as needed. Need is determined by the Employer or his designee. However, supervisory employees shall not be regularly assigned to perform work that is normally performed by bargaining unit employees.

ARTICLE 22. UNION BULLETIN BOARDS.

The Employer will provide one (1) bulletin board in each building which may be used only by the Union for posting notices pertaining to Union business.

ARTICLE 23. TEMPORARY ASSIGNMENTS.

(a) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, provided, however, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift.

ARTICLE 24. WORKING HOURS. SHIFT PREMIUM AND HOURS.

(a) Employees who work on the second shift receive, in addition to their regular pay for the pay period, fifteen (15 cents) per hour shift premium.

Employees regularly scheduled on the third shift receive in addition to their regular pay for the pay period twenty five cents (25 cents) per hour shift premium.

FIRST SHIFT

(b) <u>Shift Hours</u>	
Day Custodian	7:00 a.m. - 3:30 p.m.
Custodian Day (Sycamore)	7:00 a.m. - 3:30 p.m.
8:30 a.m. - 5:00 p.m.	
Head Mechanics	6:30 a.m. - 3:00 p.m. (on scheduled school days)
	7:00 a.m. - 3:30 p.m. (on scheduled non-school days)
Mechanics	7:00 a.m. - 3:30 p.m. (on scheduled non-school days)
	8:00 a.m. 4:30 p.m. (on scheduled school days)

SECOND SHIFT

Evening Custodian	3:30 p.m. - 12 Midnight
Custodians	3:30 p.m. - 12 Midnight

THIRD SHIFT

Custodians	11:30 p.m. to 8:00 a.m.
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This shift would not be implemented without prior posting and notification, and a conference with the affected employees. Two weeks minimum notification will be required.

The work week shall be Monday through Friday, inclusive. No time shift or work week shall be changed unless agreed upon by the Employer and the Union.

(c) Employees will be allowed a thirty (30) minute unpaid lunch period in addition to their eight (8) hour work day.

(d) Employees may take a fifteen (15) minute break the first half of the shift, and a ten (10) minute coffee break the second half of their regular shift. However, breaks shall not be taken in the gym during athletic contests, cafeteria during plays, or while viewing student activities.

(e) An employee reporting for overtime shall be guaranteed at least two (2) hours pay at the rate of the time and one-half.

ARTICLE 25. SICK LEAVE.

Any employee whose record shows frequent absences may be required to obtain medical verification from a health care provider acceptable to the district to qualify for sick leave. Further, the district may require medical verification of disability from a health care provider acceptable to the district when it has reason to believe that the employee is not disabled.

All employees covered by this Agreement shall earn sick leave at the rate of one (1) day per month. There shall be no maximum accumulation.

Employees shall, upon legal retirement from the MPSERS be compensated for accumulated sick leave in the following manner:

0-30 days	no compensation
31-50 days	10% of daily rate
51-80 days	33-1/3% of daily rate
81-110 days	40% of daily rate
111 + days	50% of daily rate

Maximum compensation upon retirement shall be \$7,500.00.

For employees with accumulated sick days in excess of 60, the Board of Education will purchase one year's service time for an individual (if applicable) in exchange for a reduction of their accumulated sick time of 58 days. A maximum of 5 years of service time is available for purchase, such purchase shall be subject to MPSERS regulations.

In addition to personal illness, sick leave days may be used to apply to illness in the immediate family, up to a total of six (6) per year. Immediate family shall be defined as mother, father, spouse, son, daughter or other persons in similar relationship to the family household.

Any employee suspected of sick leave abuse may be required to obtain a doctor's certificate verifying illness or disability in order to qualify for sick leave.

Any employee unable to report for work because of sickness or disability must so notify his supervisor within one-half (1/2) hour before starting time of the reason for his absence in order to be eligible for sick leave with pay for each day of absence, unless absences in excess of one (1) day can be verified in advance.

ARTICLE 26. FUNERAL LEAVE

An employee shall be allowed five (5) working days with pay as funeral leave days, not to be deducted from sick leave, for the death of a spouse, child or a member of the immediate household. Three (3) working days with pay, not deducted from sick leave shall be allowed for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave.

ARTICLE 27. TIME AND ONE-HALF AND DOUBLE TIME.

- (a) Time and one-half will be paid as follows:
1. For all hours over eight (8) in one day.
 2. For Saturday as such.
- (b) Double time will be paid as follows:
1. For all hours worked on Sunday.
 2. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
- (c) An employee absent due to illness, personal day, holiday, funeral day shall be deemed as hours worked.
- (d) Equalization A Overtime Hours. Overtime hours shall be divided as equally as possible among employees in the same classifications. An up-to-date list showing overtime hours will be posted weekly.

Whenever overtime is required, the most senior person with the least number of overtime hours in that classification will be called first, and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (two (2) hour minimum).

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from January through December each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

In the event all of the employees in the classification choose not to work the overtime and the Employer deems that a situation exists whereby it is necessary for the least senior employee in the classification to perform such overtime work.

ARTICLE 28. HOLIDAY PROVISIONS

- (a) The paid holidays are designated as:
- | | |
|--------------------------|-------------------------------|
| Good Friday (all day) | Friday following Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve Day |
| Thanksgiving Day | New Year's Day |
| One (1) floating holiday | |

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

Employees shall work any, and all school days as required. due to Act of God days, to allow the district to qualify for full state aid reimbursement. Should an employee work a day when they are scheduled to be off, they will be allowed a compensatory day at a later date.

- (b) Should a holiday fall on Saturday, Friday shall be considered as the legal holiday. Should a holiday fall on Sunday, Monday shall be considered as the legal holiday.

(c.) The Christmas holidays, during the agreement, shall be:

In 1996, 12/23 Floating Holiday;	In 1997 12/24, Christmas Eve Day;
12/24 Christmas Eve Day;	12/25, Christmas Day;
and 12/25 Christmas Day.	And 12/26 Floating Holiday.

In 1998 12/23, Floating Holiday;
12/24, Christmas Eve Day;
and 12/25 Christmas Day.

ARTICLE 29. VACATION ELIGIBILITY

All employees will earn credits toward vacation with pay in accordance with the following schedule:

1996-97 (and each year after)

1 week pay/1 year
2 weeks pay/2 years
3 weeks pay/6 years
4 weeks pay/12 years
5 weeks pay/20 years

The district will award all the vacation days on July 1. Should an employee use all vacation time and leave during the year, (before vacation time has been earned) the difference shall be reimbursed to the school district and/or deducted from their final check.

ARTICLE 30. VACATION PERIOD

- (a) Vacations are to be requested in writing two (2) weeks or more in advance. Seniority to prevail. Vacations will be granted at such times during the year as requested by the employees and mutually agreed upon by the Employer.
- (b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- (c) A vacation may not be waived by an employee and extra pay received for work during that period.
- (d) If an employee becomes ill and is under the care of a duly licensed physician during this vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- (e) In the event it is mutually agreeable between the employee and the Supervisor, vacation may be taken on the basis of one (1) day at a time.
- (f) Employees may accrue one-half (1/2) of their earned vacation days (annual) to be carried over to the next fiscal year. The arrangement must be approved in advance with the Supervisor.
- (g) Vacations shall be credited as a full day is earned, based on the schedule in Article 30.

ARTICLE 31. PAY ADVANCES

- (a) If a regular pay day falls during the employees' vacation, he/she may receive that check in advance before going on vacation if requested in writing at least three weeks before that pay day.
- (b) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit, including that accrued in the current calendar year.
- (c) Rate During Vacation. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 32. HOSPITALIZATION MEDICAL COVERAGE

- (a) The employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be equal to that provided to teachers' bargaining unit. This coverage shall be applied to all employees covered by the terms of this agreement.
- (b) In place of the insurance referred to in (a), the employer will provide a monthly annuity equal to 80% of the single subscriber health insurance monthly rate for the employee, if the employee so elects. The company will be selected by the employee from one of the current district annuity companies.
- (c) The district will provide dental and vision insurance equal to that provided the teacher's bargaining unit at no cost to the employee. Should an employee wish to take an annuity in place of health, dental and vision coverage they shall be allowed 90% of the single subscriber health insurance rate per month paid into an annuity.
- (d) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family during an employee's absence as a result of any injury, illness or maternity; however, said payment shall continue for the FMLA period or extent of sick leave, whichever is greater.

ARTICLE 33. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 34. UNEMPLOYMENT INSURANCE

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

ARTICLE 35. SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer 5 successors, assignees, purchaser, leasee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

ARTICLE 36. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer, plus six (6) copies to Council #25, AFSCME, AFL-CIO.

ARTICLE 37. EMPLOYEES' LONGEVITY

Employees shall receive longevity allowance on the first payroll period after the employee's anniversary date of hire. Longevity pay shall begin after the tenth (10th) year of employment. Longevity schedule is as follows:

- After ten (10) years - One (1) week salary
- After fifteen (15) years - Two (2) weeks salary
- After twenty (20) years - Three (3) weeks salary
- After twenty-five (25) years - Four (4) weeks salary

ARTICLE 38. WAGES

Hourly Wage Scale for July 1, 1996

Classification	Start	After 90 days	After 1 year	After 2 years	After 3 years	After 4 years	After 8 years
Custodian	9.51	9.83	10.15	10.79	11.44	11.71	11.96
Cust./Main. Or Mech.	10.48	10.79	11.10	12.37	13.39	13.68	15.93
Head Mechanic	11.10	11.43	12.06	13.14	14.30	14.58	14.83

In 1997/98 and 1998/99 there will be a percentage increase in total compensation for members covered by this agreement of 60% of the percentage increase in the district's student foundation grant. Total compensation is determined to be wages, longevity, FICA, MPERS, Health, Dental/Vision, Annuities.

Hourly Wage Scale Effective January 1, 1997

Classification	Start	After 90 days	After 1 year	After 2 years	After 3 years	After 4 years	After 8 years
Custodian	9.58	9.90	10.23	10.87	11.52	11.79	12.04
Cust./Main. Or Mech.	10.55	10.87	11.18	12.42	13.49	13.79	14.04
Head Mechanic	11.18	11.51	12.15	13.23	14.40	14.69	14.94

ARTICLE 39. MECHANICS ALLOWANCE

Uniform allowance for mechanics shall be paid by the Employer one hundred per cent (100%).

Insurance allowance for mechanics tools shall be paid by the Employer one hundred per cent (100%).

Mechanics shall receive a one hundred fifty dollar (\$150.00) tool allowance. This will be paid to mechanics with a Board check (not payroll) once the business office has received an itemized receipt of tools purchased.

ARTICLE 40. EMPLOYEES PHYSICAL EXAMS

All Board of Education required physical exams will be conducted at the Board's expense.

ARTICLE 41. LEAVES OF ABSENCE

(a) Leaves of absence for periods not to exceed one (1) year may be granted by the Board of Education. Employees will request the leave in writing to the Board at least thirty (30) days in advance of the leave. Leaves granted under this provision are without pay or fringe benefits,

1. *Serving in any elected or appointed position, public or Union.
2. All employees who are pregnant shall notify the Employer in writing of their pregnancy at least four months to the expected date of birth. The employee shall provide the Employer with a statement from their physician stating that the employee can work at their job until their leave commences.

The employee may use accumulated sick leave for a maternity leave providing they work until they are actually considered disabled by their physician. The employee must return to work as soon as physically able as verified by a physician.

3. Illness leave (physical or mental).
4. Prolonged illness in the immediate family.
5. Educational leave.

(b) Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitled him provided they are able to return to work without limitation or restriction.

(c) Union' Business Leave. A member of the Union elected to attend functions of the International Union such as conventions, or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions provided thirty (30) days notice is given to the Employer. The total cumulative time allowed shall be one (1) week in any fiscal year. Fifteen (15) days prior notice required for an educational conference of one (1) day.

(d) Personal days shall be granted to employees as follows:

One (1) personal day will be granted to each employee the first day of the quarter. (July-September).

An additional personal day may be earned by each employee the first day of the third quarter (January 1) if the employee has been present at work, or on approved paid vacation or personal day for at least 125 of the preceding 130 regularly scheduled work days.

Personal days if not used, will be added to sick days at the end of each year. To be eligible for a personal leave day, the employee must request the day off three (3) days in advance, in case of emergency exceptions may be made. These days may be granted at the discretion of the supervisor, however, said days shall not be arbitrarily denied.

ARTICLE 42. USE OF FACILITIES

The Union may use a room of the school upon notice to the Maintenance Supervisor for the purpose of holding Local Union business. The Employer shall have the right to designate the location of the room within the building. Upon approval of the Supervisor, second shift employees may punch out to attend a scheduled Union meeting. It is understood that Union meetings will not interfere with school activities.

ARTICLE 43. RECALL PROCEDURE

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

ARTICLE 44. LAYOFF DEFINED

- (a) The word, "layoff", means a reduction in the work force.
- (b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper union representatives at least three (3) weeks prior to the effective date of layoff, their names, seniority, job titles and work locations.
- (c) When a layoff takes place, employees not entered on the seniority list shall be laid off first providing the more senior employees have the ability to perform the work. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.
- (d) Employees to be laid off will receive at least fourteen (14) calendar days' advance notice of the layoff.

ARTICLE 45. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be affected without a special conference.

ARTICLE 46. EARLY RETIREMENT INCENTIVE

The early retirement incentive shall be the difference between the top step and starting step compensation of an individual's classification. For hourly year-round employees the difference in hourly rates shall be multiplied by 2,080. 100% of this amount will be available to an employee retiring at age 55 or earlier. For each year of age over 55 the amount shall be reduced as follows:

55 or less	100%
56	90%
57	80%
58	70%
59	60%
60	50%
61	40%
62	30%
63	20%
64	10%
65	0%

Payment will be made in two lump sum amounts. The first half of the incentive shall be made the pay period following the employee's retirement. The second half payment shall be made 6 months later. At the employees option the payment may be made to an annuity upon notification to the business office.

To receive this incentive, the employee shall notify the Superintendent of Schools a minimum of 60 calendar days before the anticipated date of retirement.

ARTICLE 47. TRANSFERS OUT OF THE UNIT

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 48. WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 49. TERMINATION AND MODIFICATION

This Agreement shall be effective as of July 1, 1996 and shall continue in full force and effect until June 30, 1999.

- (a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- (c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- (d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed it to the Union, to Michigan #25, AFSCME, AFL-CIO, 1034 N. Washington Avenue, Lansing, Michigan 48906; and if to the Employer addressed to Hopkins Public Schools, Hopkins, Michigan 49328; or to any such address as the Union or the Employer may make available to each other.

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

FOR THE UNION:

Sandra Simpson
Gay Loring
Mitchell E. Cook

FOR THE EMPLOYER:

Boyd Navis
Evonna Beard
Gay Hoffmaster
Patrick D. Higgins
Nancy A. Williams
Dawn M. Buist

LETTER OF UNDERSTANDING

This Agreement entered into on this 17th day of July, 1992, between Hopkins Public Schools (hereinafter referred to as the "Employer") and the Hopkins Public Schools Mechanics, Custodial and Maintenance Employees Chapter of Local #2628, affiliated with the Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

1. The Employer and the Union are in agreement that the Employer may add one part-time custodial position. This employee shall be considered probationary for the first ninety (90) calendar days of their employment, and will earn seniority from their first day on the job. This custodial position will be regularly assigned to Sand Hill & Sycamore Elementary Schools.
 - A. Benefits shall be pro-rated, with the average hours the employee works per week being compared to the standard of 40 hours per week for full benefits.
 - B. Longevity pay will be pro-rated, if the employee is in a part-time position for longer than 50% of the time required for longevity payment. The longevity payment will then be based on the employees average work week.
2. The Employer and the Union are in agreement that beginning September 1, 1992 Dental and Vision coverage will change as follows:

Dental Coverage, Class I to 100% coverage and
Class II to 90% coverage

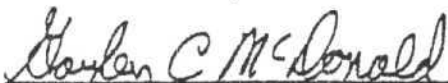
Vision Coverage, frames reimbursement increased to \$80.



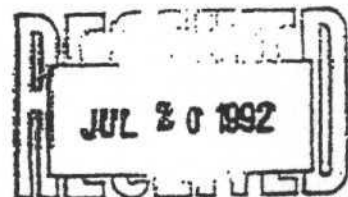
Gordon Brainard, Chairperson
AFSCME Local 2628



Jim Cooper, Superintendent
Hopkins Public Schools



Gaylen C. McDonald, Office Coordinator
AFSCME Council #25



LETTER OF UNDERSTANDING
BETWEEN
HOPKINS PUBLIC SCHOOLS
AND
AFSCME LOCAL 2628

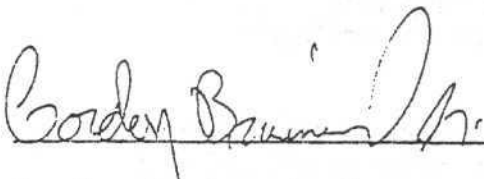
Both parties are in agreement that:

Beginning June 21, 1993 and extending through August 27, 1993 a 4 (four) day, 40 (forty) hour week may be instituted. In consenting to this letter members of AFSCME Local 2628 agree that overtime will not be paid for the extra 2 (two) hours worked each day while on the 4 (four) day, 40 (forty) hour week. Starting and ending hours, work days and job assignments will be determined by the Maintenance Supervisor.

While on the 4 (four) day, 40 (forty) hour week, individual sick and vacation days shall be counted as hours away from work, and not as days (eight hours shall constitute one day).

This letter of understanding may be renewed, only by mutual consent, through the life of the contract (June 30, 1996), and will expire at that time.

Dated June 14, 1993



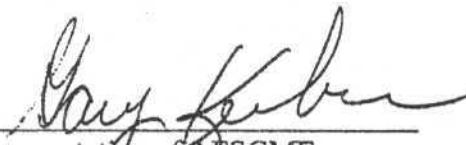
Gordon Brainard, Jr.
Chairperson
AFSCME Local 2628



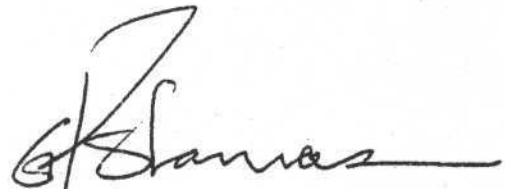
James D. Cooper
Superintendent
Hopkins Public Schools

Letter of Understanding
Between the
Hopkins Board of Education
and the
Michigan Council 25 - AFSCME AFL-CIO
Chapter of Local 2628

This letter of understanding between the Hopkins Public Schools Board of Education and AFSCME Council 25 Local 2628 shall change the shift of the Head Mechanic of the school district during the school year to 6:00 A.M. to 2:30 P.M. daily.



Representative of AFSCME
Local 2628



George P. Stamas
Hopkins Public Schools

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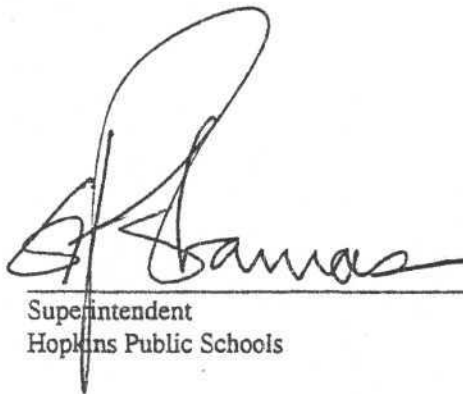
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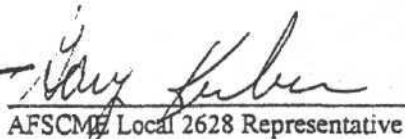
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**HOPKINS PUBLIC SCHOOLS
MECHANICS, CUSTODIAL, AND MAINTENANCE EMPLOYEES
UNION MEMBERS SENIORITY LIST
JULY 1, 1996**

<u>EMPLOYEE</u>	<u>ADDRESS</u>	<u>DATE HIRED</u>	<u>JOB TITLE</u>
James Iciek	3338 16th Street, Hopkins MI	05-24-78	Mechanic
Michael Cook	862 S. Main Street, Wayland, MI	06-28-78	Head Mechanic
Darlene Smith	P.O. Box 123, Hopkins, MI	12-16-85	Custodian
Pamela Funk	3067 20th Street, Hopkins, MI	09-04-86	Custodian
Ed Hitt	318 W. Main Street, Hopkins, MI	02-02-87	Custodian
Gordon Brainard	4260 30th Street, Burnips, MI	08-21-89	Cust./Main.
Sandra Simpson	128 Center, Hopkins, MI	08-29-89	Custodian
Katheryn Pigeon	1582 126th Avenue, Hopkins, MI	03-04-91	Custodian
Vincent Koperski	2304 134th Avenue, Hopkins, MI	04-01-91	Cust./Main.
Gary Kerber	332 E. Main, Hopkins, MI	03-01-92	Custodian
Thomas Haas	1935 Lakeshore Dr., Allegan, MI	02-06-95	Cust./Main.
Colleen Lund	2819 Fairway Drive, Dorr, MI	12-18-95	Custodian



 Superintendent
 Hopkins Public Schools



 AFSCME Local 2628 Representative

11-21-96
 Date

1950-1951
 THE UNIVERSITY OF MICHIGAN
 DEPARTMENT OF CHEMISTRY
 LABORATORY OF POLYMER CHEMISTRY
 ANN ARBOR, MICHIGAN

Run No.	Sample	Concn. (%)	Temp. (°C)	Time (min)	Notes
1	Styrene	10	100	10	
2	Styrene	20	100	10	
3	Styrene	30	100	10	
4	Styrene	40	100	10	
5	Styrene	50	100	10	
6	Styrene	60	100	10	
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8	Styrene	80	100	10	
9	Styrene	90	100	10	
10	Styrene	100	100	10	

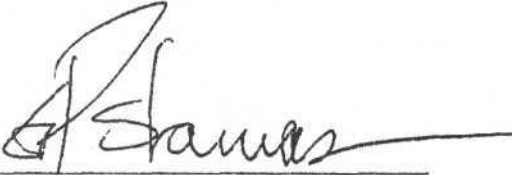


**Letter of Understanding
Between
The Hopkins Board of Education
and
Michigan Council 25 - AFSCME AFL-CIO
Chapter of Local 2628**

This letter of understanding between the above mentioned parties will be in effect from December 9, 1996 through January 31, 1997. This letter will allow Pam Funk to work a light duty, third shift job in whichever building she is assigned by the maintenance supervisor. The district is providing this opportunity to allow Pam, who is on restricted light duty from an on the job injury, to return to work in this manner at her request, for the above specified time period.

This letter of understanding shall be non-binding and non-precedent setting for the district, and shall end on January 31, 1997 or sooner if Pam can return to her regular duties before that time. This position is being instituted at the employees request, because of that, there shall be no shift premium for this position.

Shift hours will be 11:30 P.M. to 6:00 A.M., Sunday night through Friday morning from December 8 through December 20, 1996 and from 11:30 P.M. to 8:00 A.M., Sunday night January 5 through Friday, January 31. The period December 23 through January 3 shall be regular day shift during Christmas vacation.


Hopkins Public Schools
Its Superintendent


AFSCME Representative

03 Dec 1996
Date

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