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6/30/88



AGREEMENT

between

HOWELL PUBLIC SCHOOL DISTRICT

and

HOWELL PUBLIC SCHOOL CUSTODIAL/MAINTENANCE EMPLOYEES

CHAPTER OF LOCAL #2652, MICHIGAN COUNCIL #25 AFSCME, AFL-CIO

Howell Public Schools

Effective date: July 1, 1985
Termination date: June 30, 1988

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PREAMBLE

This Agreement entered into on this 30th day of June, 1986, between the Howell Public School District and its Board of Education (hereinafter referred to as the "EMPLOYER") and Howell Public Schools Custodial/Maintenance Employees Chapter of Local 2652, affiliated with Council 25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

ARTICLE 1

RECOGNITION - EMPLOYEES COVERED

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

Custodians, warehousemen and maintenance employees.

Excluding supervisors, substitutes, temporary employees, student employees and all other school employees.

Substitute: A person hired from time to time, on a day-by-day basis, when a bargaining unit employee is absent, to perform the work the absent employee would have performed or other work in the same building.

Temporary employee: A person hired for a limited period of time not to exceed seventy-five (75) working days in the summer (May through September) and fifteen (15) working days at other times, to perform work on a specified project or to supplement the bargaining unit work force. The fifteen (15) working day limit shall be extended to a maximum of twenty (20) working days, in the event it is necessary to complete a specific project.

ARTICLE 2

AID TO OTHER UNIONS

The Employer will not aid, promote, finance or make any agreement with any labor group or organization which is known to engage in collective bargaining and whose stated purpose is to undermine the Union.

ARTICLE 3

UNION SECURITY

(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) Current employees covered by this Agreement who are not members of the Union at the time it becomes effective shall not be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

(d) The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this article and articles 4, 5 and 6.

ARTICLE 4

DUES CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union, all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Paragraph D), provided, that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the secretary-treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See attached.

ARTICLE 5

REPRESENTATION FEE CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Paragraph D), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See attached.

ARTICLE 6

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 the designated officer of the Union 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 also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

ARTICLE 7

UNION REPRESENTATION

(a) The Union shall be represented by two (2) stewards and three (3) alternate stewards. The designated steward shall represent all the employees working in that representative department. The stewards and alternate stewards shall be employees with at least one (1) year seniority.

(b) The Union will furnish the Employer with the names of its stewards and alternates by not later than July 15 and such changes as may occur from time to time in such personnel so that the District may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing. Until the Employer has received written notice from the Union, it shall not be required to deal with such employees purporting to be representatives.

(c) In the handling of a grievance or for representation in matters resulting in written discipline, if it becomes necessary for the steward to leave his/her work, he/she shall first obtain permission from the supervisor. The privilege of the steward leaving work during working hours, without loss of time and pay, is subject to the understanding that such time shall be devoted to the proper handling of the grievance; this will be done as expediently and with as little interruption of work as possible; they must not leave their work stations unattended, and this privilege will not be abused.

(d) If the steward is required to go into another building other than his/her own in the handling of a grievance, the steward's supervisor must be notified and permission received; permission may be granted provided that it does not interfere with or interrupt or affect normal work or school operations or assigned duties. It is the responsibility of the above-mentioned steward to report to the building principal before their conference with any employee. If, in the opinion of the immediate supervisor of the union member, such union activity is interfering with classroom activity or assigned duties, such union activities must be discontinued immediately.

(e) Except as set forth above, no steward or any other employee shall be granted time off for the purpose of handling union matters, affairs or grievances unless specific permission, in writing, has been granted by the supervisor.

(f) Neither the Union nor any of the officers nor any steward nor any other representative or employees shall advise or direct employees to disregard the instructions of supervisors.

ARTICLE 8

SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the unit chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Union and not more than two (2) representatives of management. Arrangements for such special conferences shall be requested in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall normally be held between 9:00 a.m. and 4:00 p.m. or at any other mutually agreeable time. The members of the Union shall lose time and pay for time spent in such special conferences. This meeting may be attended by a representative of the council. When such a representative attends, the Employer may have another representative attend the meeting.

(b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

ARTICLE 9

GRIEVANCE PROCEDURE

A grievance is defined as a complaint regarding any alleged violation, misinterpretation or misapplication of any express provision of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance or, in the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance. All such grievances shall be submitted to the following grievance and arbitration procedure:

Step I. Within five (5) working days from the time that the employee had knowledge or should reasonably have had knowledge of the occurrence upon which the grievance is based, the employee will first discuss his grievance with his immediate supervisor who will attempt to resolve the grievance. If the employee does not bring the grievance to the supervisor's attention within five (5) working days from its occurrence, or within five (5) working days from the time that the employee had knowledge or should reasonably have had knowledge of the occurrence, it shall not be heard. The only exception will be payroll errors, which may be heard at any time. The supervisor shall, within five (5) working days, give the employee his verbal answer. If the supervisor's answer is unsatisfactory to the employee, the employee may advance the grievance to Step II.

Step II. If the grievance is not resolved in Step I, the steward, within three (3) working days of receipt of the supervisor's answer, shall submit to the supervisor a signed, written statement of the grievance, along with the relief sought, on the mutually approved form. The statement of the grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of the Agreement alleged to be violated by the appropriate reference, shall state the contention of the employee with respect to this provision and the employee shall sign the form. Upon receipt of the written grievance, the supervisor shall, within five (5) working days, meet with the unit chairperson to attempt to resolve the grievance. The management representative shall give the unit chairperson an answer in writing no later than ten (10) working days after the aforementioned meeting.

Step III. (a) If the answer at Step II is not satisfactory and the Union wishes to carry it further, the chapter chairperson shall refer the matter to Council #25.

(b) In the event Council #25 wishes to carry the matter further, it shall, within fifteen (15) working days from the date of the employer's answer at Step II, meet with the superintendent or his designated representative for the purpose of attempting to resolve the dispute(s).

Step IV. (a) If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall, within fifteen (15) working days, file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures.

(b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Regulations.

(c) Each such decision shall be final and binding on the Union, its members, the employee or employees involved and the Employer. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

Miscellaneous

(a) In addition to the above methods of settlement of grievances, any other alternative methods may be used which are mutually agreed between the parties.

(b) Failure by the grievant to file such a grievance within the time limit specified shall constitute waiver of such grievance, unless time limits are mutually extended by the parties.

(c) Failure by the administration at any step of this procedure to communicate the decision of the grievance within the specific time limit shall permit the grievant to proceed to the next step. Any grievance not appealed by the Union within the time limits shall be

deemed settled on the basis of the Employer's last answer.

(d) When a grievance is settled at any time after it has originally been reduced to writing, the parties shall have five (5) days to conclude a written settlement on the grievance form. One (1) copy will be given to the Director of Labor Relations and Personnel and two (2) copies will be given to the Union.

Limitations Upon Arbitrator's Authority

The powers of the arbitrator are subject to the following limitations:

(a) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

(b) The arbitrator shall not allow the Board or the Union to assert in such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the other party.

(c) The arbitrator shall have no power to interpret state or federal law unless it is necessary to do so in order to determine whether a grievance is arbitrable. An arbitrator does have authority to interpret provisions of this agreement which reiterate law.

(d) It is agreed when a dispute involving timeliness exists as a threshold issue by the Board or Union, the Arbitrator shall first render a decision on the issue of timeliness. If it is found the grievance is timely, the Arbitrator may then issue a decision, subject to the provisions in the Article , on the merits of the grievance. If the grievance is found to be in violation of timelines, the arbitrator shall not hear the grievance on its merits.

(e) The arbitrator shall have no authority to consider more than one (1) grievance at the same time, except upon the expressed written mutual consent of the parties.

(f) The arbitrator shall have no authority to decide a dispute which the employee or Union is also pursuing in an administrative agency. An employee or the Union shall not be entitled to proceed to arbitration if the employee or Union has elected to pursue relief through an administrative agency.

(g) A grievance may be withdrawn and if so withdrawn, all financial liabilities shall be cancelled and the grievance shall not be reinstated. When several grievances involve a similar issue, all but one of those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE 10

CLAIMS FOR BACK PAY

The District shall not be required in cases other than payroll error to pay back wages more than thirty (30) days prior to the date of grievance filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation (not to include overtime) that he may have received from any source during the period of the back pay.

2. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE 11

EMPLOYER RIGHTS

The Employer, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

ARTICLE 12

DISCHARGE AND SUSPENSION

(a) The Employer shall not discharge or suspend any employee without cause. The Employer agrees upon the discharge or suspension of an employee to notify in writing the department steward of the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his/her discharge with the steward of the department and the Employer will make available an area 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) Should the Union consider the discharge or suspension to be improper, the Union's complaint shall be presented in writing to the superintendent or his designated representative within three (3) regularly scheduled working days after the discharge or suspension is received by the Union representative. The superintendent or his

designated representative shall give the answer to the Union within five (5) regularly scheduled working days after receiving the complaint. If said answer is not satisfactory to the Union, and Council #25 wishes to carry the matter further, it shall, within fifteen (15) working days, file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures.

ARTICLE 13

SENIORITY

(a) New employees hired, other than temporary employees and student help, shall be considered as probationary employees for the first sixty (60) working days of their employment. There shall be no seniority among probationary employees. When a permanent, probationary employee finishes the probationary period, the employee shall be entered on the seniority list and shall rank for seniority sixty (60) working days prior to the day he completed the probationary period; the sixty (60) day period may be extended for any absences during that period, by the amount of said absence.

(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 this Agreement, except that the Employer will have the right to discharge and take disciplinary action involving a probationary employee without a grievance being filed or processed.

(c) Probationary employees shall be eligible for fringe benefits provided for in this Agreement only after the successful completion of their probationary period.

(d) Seniority shall be on a unit-wide basis, in accordance with the employee's last date of hire.

(e) The seniority lists on the date of this Agreement shall show the names and job titles of all employees in the unit entitled to seniority.

(f) Seniority shall not be affected by race, sex or marital status.

(g) When more than one employee is hired on the same day, seniority shall be determined alphabetically by the first letter or letters of their last names. If two (2) or more employees have the same last name, the same procedures shall be followed in respect to their first names.

(h) The Employer will provide the chapter chairperson with a seniority list once each calendar year, on or about August 1.

(i) An employee will lose his/her seniority and terminate his/her employment for the following reasons:

1. Employee quits or retires.
2. Employee is discharged and the discharge is not reversed.
3. Employee is absent for three (3) consecutive working days without notifying Employer.
4. If laid off for one (1) year having three (3) or fewer years of service with the Employer. Employees with more than three (3) years of service with the Employer shall lose seniority after two (2) years on layoff status.
5. Reaching mandatory retirement at age of 70, unless hired on a year-to-year basis if approved by the superintendent.
6. If the employee falsified information on his/her application if found within two (2) years of employment, except that there is no limit on cases involving falsification of record involving moral turpitude.

(j) Notwithstanding their position on the seniority list, stewards in the event of a layoff of any type, will continue at work as long as there is a job in their job classification which they are qualified for and can perform and shall be recalled to work in the event of a layoff on the first open job in their job classification for which they are qualified and can perform.

(k) Notwithstanding their position on the seniority list, the chapter chairperson and chapter secretary of the chapter shall, in the event of a layoff, be continued at all times, provided they are qualified for and can perform the work available.

(l) Exceptions to the procedures set forth above may be made when the superintendent believes the best interests of the school district are served. (A disagreement over whether the circumstances justify such an exception may be subject to the final step of the grievance procedure.)

(m) The number of substitutes will not exceed the daily rate of absenteeism, including those employees on sick leave and vacation.

(n) Job assignments of substitutes will be made by the Employer. Substitutes will be assigned to do the work the absent employee would have performed unless the substitute cannot perform that work.

ARTICLE 14

SHIFT PREFERENCE AND JOB ASSIGNMENT

(a) All custodial job assignments (by location and starting time) shall be posted for bid during the first two weeks in August of each calendar year, and shall be awarded on a seniority basis (i.e. the most senior employee shall be awarded his/her choice first, and so on, through the seniority list).

(b) Job assignments shall commence each school year on the first day of student attendance.

(c) The employer reserves the right to change starting times, job assignment and/or to modify the size of the work force at any location within the district at any time subject to the provisions of this Agreement. Any employee whose basic starting time is changed will be entitled to three (3) days' advance notice, along with written reasons for the change. Any employee who is transferred from one building to another will be provided with written reasons for such transfer, with a copy to be filed with the Chapter Chairperson and the Director of Labor Relations and Personnel.

ARTICLE 15

LAYOFF AND RECALL

(a) It is hereby specifically recognized that it is within the sole discretion of the Employer to lay off bargaining unit employees. If and when the Employer decides to lay off bargaining unit employees, it will discuss with the Union the necessity for and the effect of such reductions.

(b) When a layoff takes place, members of the bargaining unit not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority within classification, i.e., the least senior employee in that classification on the seniority list shall be laid off first. In the event a lesser seniority employee remains employed in another classification while a greater seniority employee remains on layoff, the greater seniority employee may replace the least seniority employee, provided that he/she can perform the work available in the classification in question.

(c) Employees to be laid off will have at least fourteen (14) calendar days' notice of their intended layoff. The chapter chairperson of the unit shall receive a list of employees being laid off.

(d) Laid off employees shall be recalled to vacancies in inverse order of their layoff, provided the employee meets the qualifications and has the necessary skills and experience and, provided further, that the recall occurs prior to expiration of the time limits set

forth in Article 13, section (i) (4).

(e) Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. Failure by an employee to report to work within fourteen (14) calendar days from the date of mailing of the recall notice will be irrevocably considered a voluntary resignation and shall constitute irrebuttable evidence of the employee's consent to resign. A copy of the recall notice shall be sent to the chapter chairperson concurrently. This provision shall not preclude the filing of any grievance.

(f) Each employee is responsible for keeping the Employer advised in writing of any change of address and will not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the Employer in writing of his change of address.

(g) The Employer shall have no obligation to recall probationary employees who may be laid off.

(h) During a layoff, there shall be no scheduled overtime nor shall there be temporary employees or students performing bargaining unit work unless the work is first offered to the laid-off employee(s) who are qualified to perform the work. Such an offer shall not constitute a recall from layoff.

ARTICLE 16

JOB POSTING AND BIDDING PROCEDURE

(a) A position assignment vacancy is a position created by an employee who resigns, is promoted, terminated or retires, or the creation of a new position. When such vacancy occurs, the vacancy will be posted within the building in which it occurs for a period of five (5) working days. Employees who are assigned to that building shall have the opportunity to bid on the vacancy. If no bids are received, the vacancy shall be posted district-wide for a period of five (5) working days. Such position vacancy shall be awarded on the basis of seniority.

(b) A promotional vacancy is defined as a position in a higher classification which results in a higher base rate. Said vacancy shall be posted district-wide for a period of five (5) working days. The Employer will award the job on the basis of qualifications, skills, past performance, experience and seniority. If a senior applicant is not selected, he/she will be notified in writing as to the reasons(s) for his/her non-selection. His/her non-selection is grievable.

ARTICLE 17

VETERANS - REINSTATEMENT OF

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

ARTICLE 18

LEAVES OF ABSENCE

1. Unpaid leaves.

- (a) Unpaid leaves of absence, not to exceed one year, will be granted for:
 - 1. Prolonged illness (physical or mental).
 - 2. Maternity.
 - 3. Prolonged illness in the immediate family.
- (b) Employees on an unpaid leave of absence may retain their fringe benefit insurance programs at no cost to the Employer.
- (c) Employees on an unpaid leave of absence will retain their seniority but will not accrue seniority while on leave.
- (d) Employees returning from an unpaid leave will return to their previous positions or equivalent.
- (e) Unpaid leaves may be extended at the option of the Employer.

2. Sick Leave (Paid Leave).

- (a) All seniority employees may be granted sick leave for personal illness, or illness in the immediate family. The immediate family is interpreted as husband, wife, son, daughter or parents (living in the same household). A maximum of two (2) sick leave days may be granted under provisions of this article for illness in the immediate family which will be charged against the employee's sick leave.
- (b) On all requests for sick leave, a doctor's certificate may be required after the third (3rd) consecutive sick day.
- (c) All full-time, permanent, seniority employees will be allowed one (1) day of sick leave allowance for each month actually worked and each month the said employee received pay in their regular position.

Twelve (12) month employees will be granted up to 12 days per year cumulative to 132 days and ten (10) month employees granted up to 10 days per year cumulative to 132.

- (d) An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.
- (e) On termination (other than discharge) the Employer will reimburse the employee for fifty percent (50%) of his/her accumulated sick leave at the employee's current wage rate.

3. Bereavement Leave (Paid Leave).

Seniority employees will be granted three (3) working days with pay for attending the funeral or memorial service of the following: spouse, parent, foster parent, children, stepchildren, parent-in-law, brother, sister, grandchildren and grandparents.

4. An employee shall not be granted incidental time off without pay unless that employee has exhausted his/her vacation days and personal business days.

5. The Employer reserves the right to require a doctor's certificate from an employee who is absent due to claimed illness and who has exhausted paid leave.

ARTICLE 19

UNION BULLETIN BOARDS

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

2. Union notices will be dated and signed by a Union officer and will be removed from the bulletin board by a Union officer after being posted for fifteen (15) working days.

ARTICLE 20

RATES FOR NEW JOBS

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

ARTICLE 21

TEMPORARY ASSIGNMENTS

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.

ARTICLE 22

JURY DUTY

An employee who serves on jury duty or is subpoenaed as a witness in a criminal case will be paid the difference between his pay for jury/witness duty and his regular pay for a maximum of fifteen days per year.

ARTICLE 23

HOURS OF WORK

(a) The hours of work will be determined by the Employer. Each shift will consist of eight (8) consecutive hours, excluding an unpaid lunch period, to be worked in five (5) consecutive days.

1st shift starts between 4:00 a.m. and 12:00 noon
2nd shift starts between 12:00 noon and 8:00 p.m.
3rd shift starts between 8:00 p.m. and 4:00a.m.

(b) The lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department. Such lunch period will not be considered as part of the regularly assigned work day. Attempts will be made to set the assigned lunch periods as a duty-free, uninterrupted period of not less than one-half hour.

(c) Employees will be provided fifteen (15) minutes of relief time during each four consecutive hours worked as will be assigned by the immediate supervisor. The relief periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in a lengthening of the lunch period or a shortening of the eight (8) hour working day unless specifically arranged with the immediate supervisor to cover unusual occasions.

(d) (1) An employee reporting for emergency call-in duty that is not continuous with his/her regularly assigned shift shall be paid at the rate specified in Article 25 with a two-hour minimum.

(2) An employee reporting for emergency call-in duty that is continuous with his regularly assigned shift shall be afforded the opportunity of working his regular shift in addition to his call-in time and shall be paid at the rate of time and one-half for all hours worked in excess of eight (8). In no event shall an employee be sent home after eight (8) consecutive hours to circumvent paying overtime.

ARTICLE 24

EQUALIZATION OF OVERTIME HOURS

(a) Equalization of overtime will be administered by the guidelines as set forth; however, the Employer reserves the right, whenever in its opinion an emergency exists, to initiate the appropriate action to resolve said emergency.

(b) Overtime hours shall be divided as equally as possible among seniority employees in the same classification in their buildings. An up-to-date list showing overtime hours for all seniority employees in that building will be posted periodically in each building.

(c) Whenever overtime is required within a classification, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list within each building in an attempt to equalize the overtime hours. Seniority employees in other classifications may be called if there is no acceptance by employees in the affected classification. Employees in other classifications will be called on the basis of least number of overtime hours charged to them provided they are capable of doing the work.

(d) For the purpose of this section, time not worked because the employee was unavailable or did not choose to work will be charged the maximum number of overtime hours of the employee(s) working during that overtime assignment. The Employer's determination of the unavailability of any employee shall be final.

(e) Overtime hours will be computed and maintained from July 1 through June 30 of each fiscal year. On or about July 1 of each fiscal year, a new updated overtime list will be posted. This new list will reflect the excess overtime hours worked by employees in each classification over the lowest number of hours worked within that classification.

(f) Employees that change classification will be charged with the highest number of overtime hours that exists in their classification on the day he is placed in said classification.

(g) Newly hired employees who successfully complete their probationary period will be charged with overtime hours as indicated in section (f).

(h) It is understood that overtime cannot and is not intended to be perfectly equalized and it is an accepted fact that overtime hours assignments for employees may always be unequal from time to time.

ARTICLE 25

TIME AND ONE-HALF AND DOUBLE TIME

(a) Time and one-half will be paid as follows:

1. For all hours worked over 8 in one day.
2. For all hours worked in excess of 40 in the regular work week.

(b) Double time will be paid for all hours worked on Sunday.

(c) Triple time will be paid for all hours worked on holidays as defined in this Agreement. This includes the holiday pay.

(d) Double time plus mileage as set forth in Article 34, Paragraph (b), will be paid for Sunday routine building checks (for those who volunteer and perform the work).

ARTICLE 26

HOLIDAYS

(a) The paid holidays are designated as:

New Year's Day	Day after Thanksgiving Day
Good Friday	Day before Christmas Day
Memorial Day	Christmas Day
Independence Day	Day before New Year's Day
Thanksgiving Day	Labor Day

Employees will be paid their current rate based on their regular scheduled work day for said holidays. To be eligible for a holiday with pay, the employee must have been on a paid status on the last scheduled work day prior to the holiday and the next scheduled work day after the holiday. (Pay status shall include paid sick leave, paid personal business day, paid vacation, paid bereavement and paid jury/witness duty.)

(b) Should Saturday or Sunday be a holiday, the preceding Friday or the following Monday shall be considered as the holiday, as determined by the Employer.

In the event both Saturday and Sunday are holidays, the holidays shall be observed in one of the following combinations as determined by the Employer:

- (1) the preceding Thursday and Friday;
- (2) the preceding Friday and the following Monday; or
- (3) the following Monday and Tuesday.

ARTICLE 27

VACATIONS

1. Eligibility.

An employee will earn credits towards vacation with pay in accordance with the following schedule:

First through fifth year -----	10 days per year
Sixth through tenth year -----	15 days per year
More than ten years -----	20 days per year

2. Vacation periods.

(a) Vacations will be granted at such times during the year as requested by the employee and approved by the Employer.

(b) When a holiday is observed by the Employer during a scheduled vacation, the holiday will not be charged to vacation time.

(c) Unless mutually agreeable, 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 his vacation, those days charged to sick leave will not be charged to vacation leave. In the event his incapacity continues through the year, he will be awarded payment in lieu of earned vacation.

3. Personal Business Days.

Each employee will be granted two (2) personal business days with pay.

ARTICLE 28

HOSPITALIZATION MEDICAL COVERAGE

(a) The Employer agrees to provide, at no cost to the employee, the following medical benefits:

1. Employees who are not covered by another health benefit program shall be covered by: Blue Cross/Blue Shield Plan A (\$.50 PDP, VST, FAE and REC), or Delta Dental Plan A, at the employee's option.

2. Employees who are covered by another health benefit program, and who are not covered by another dental program, shall be covered by: Delta Dental Plan A.

3. This coverage shall be applied to all employees covered by the terms of this Agreement scheduled to work 30 or more hours per week.

(b) The expense of other riders, if any, will be borne by the employee.

(c) Members of the bargaining unit with an approved unpaid medical leave of absence may have their BC/BS premiums paid according to the following schedule:

0 - 12 months seniority	Employee may pay premiums to the District for up to three months.
Over one year seniority	District pays one month. Employee may pay premiums to the District for up to two months.
Over two years seniority	District pays two months. Employee may pay premium to the District for one month.
Over three years seniority	District pays three months.

At which time the employee is no longer eligible for BC/BS, it will be employee's responsibility for converting his/her BC/BS policy with the District to their own individual health insurance policy.

ARTICLE 29

LIFE INSURANCE COVERAGE

The Employer agrees to provide, at no cost to the employee, term life insurance for each employee, face value of \$10,000 (with double indemnity) while he is scheduled to work thirty (30) or more hours per week.

ARTICLE 30

UNEMPLOYMENT COMPENSATION

The Employer agrees to furnish unemployment compensation to all employees as required by law.

ARTICLE 31

WORKER'S COMPENSATION

Employees absent due to injury or illness covered by Worker's Compensation will be paid the difference between Worker's Compensation benefits and their regular daily wage and this shall continue for the duration of their accumulated sick leave days. Each day's use of sick leave shall be counted as the use of one-half (1/2) day of accumulated sick leave regardless of the exact amount contributed by the Employer.

ARTICLE 32

CONTRACTING AND SUBCONTRACTING OF WORK

During the term of this Agreement, the Employer shall not contract out or subcontract any work, in whole or in part, that is bargaining unit work and which a laid-off bargaining unit member is qualified to perform and willing to perform within the reasonable and necessary time limits.

ARTICLE 33

WORK PERFORMED BY SUPERVISORS

Supervisory employees shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

ARTICLE 34

COMPENSATION

(a) Shift Premium.

1. Employees whose regular work day starts during the second shift will receive, in addition to their regular pay for the period, thirteen cents (\$.13) per hour shift premium.

2. Employees whose regular work day starts during the third shift will receive in addition to their regular pay for the period, eighteen cents (\$.18) per hour shift premium.

(b) Mileage.

Custodians who are required by the Employer to travel in their own vehicles between the Employer's buildings will receive mileage at the rate of \$.18 per mile traveled.

(c) Pensions - Effective July 1, 1980, Employer shall pay total contribution for employee pensions.

(d) Retroactivity: 1985-1986 wage rates as incorporated in (e) below shall be retroactive to July 1, 1985.

(e) Wage Rates:

	<u>1985-86 Adjusted</u>	<u>1986-87</u>
Custodian II & Warehouseman	\$7.35/Hr.	\$7.72/Hr.
Maintenance II	\$7.40/Hr.	\$7.77/Hr.
Maintenance III	\$10.42/Hr.	\$10.94/Hr.

For 1987-1988, the hourly wage rates for Custodian II and Warehouseman shall be the County Average as defined below:

Step 1. Identify the 1987-1988 hourly wages paid to the majority of custodians in each of the following districts: Brighton, Hartland, Pinckney and Fowlerville.

Step 2. Divide the sum of the hourly rates of the districts identified above by four (4) to obtain the County Average Hourly Rate. That rate (CAHR) shall be the 1987-1988 hourly rate for Custodian II and Warehouseman.

For 1987-1988, Maintenance II employees shall be compensated at the rate of five cents (\$.05) more per hour than the 1987-1988 hourly rate for Custodian II and Warehouseman.

For Maintenance III, 1987-1988 hourly wages shall be calculated as five percent (5%) plus one-half (1/2) the difference between five percent (5%) and the County Average percentage calculated for custodial employees.

For example, if the 1987-1988 custodial increase to reach County Average were eleven percent (11%) then the calculation to determine the percentage increase to be applied to 1986-1987 maintenance wages would be as follows.

$$\begin{array}{r} 11\% \\ - \quad 5\% \\ \hline 6\% \\ - \quad 2 \\ \hline 3\% \\ + \quad 5\% \\ \hline 8\% \end{array} \quad \begin{array}{l} \text{(increase to be applied to 1986-1987} \\ \text{maintenance hourly rates).} \end{array}$$

It is agreed that in the event the parties cannot calculate the 1987-1988 wages by July 1, 1987, then all bargaining unit members will be paid a five percent (5%) increase until such time as the wage rate can be calculated and applied retroactively to July 1, 1987.

Probationary employees shall receive twenty cents (.20) less per hour.

ARTICLE 35

ENTIRE AGREEMENT CLAUSE

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

ARTICLE 36

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 referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 37

NO STRIKE CLAUSE

(a) The Union agrees that during the term of this Agreement neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379. Strike shall also be defined to include slowdowns, stoppages, sit-ins, picketing, boycotts, work stoppage of any kind, 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, the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the District.

(b) Any employee(s) violating this article may be subject to disciplinary action with recourse to the grievance procedure.

(c) The Union agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or board members of the district regarding the administration of this contract or any grievance filed thereunder.

(d) In the event of any such violation of this article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:

1. The Union will take prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Union disavows their actions.

2. Deliver immediately to the district a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and

3. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

(e) No lock-out of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE 38

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. June 30, 1988.

(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) 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.

(d) Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to 1034 N. Washington Avenue, Lansing, Michigan 48906; and if to the Employer, addressed 415 N. Barnard, Howell, Michigan, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 39

TRANSFERS

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within one (1) year, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 40

SEVERABILITY CLAUSE

If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at mutually satisfactory replacement of such article, section or supplement.

ARTICLE 41

EFFECTIVE DATE

This Agreement shall become effective as to its date of execution, except for rates of pay, which shall be retroactive to "July 1, 1985."

Dated this 30th day of June, 1986.

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

FOR THE UNION

By: Robert Kelley
Chapter Chairperson, AFSCME

FOR THE EMPLOYER

By: William J. Kelly
President, Board of Education

By: Christine Beck
Secretary, AFSCME

By: Joseph L. Smith
Secretary, Board of Education

MEMORANDUM OF UNDERSTANDING

OVERTIME SCHEDULING AND RECORD-KEEPING

With respect to Article 24, Equalization of Overtime Hours, a committee composed of two union representatives and two representatives of management will review overtime posting procedures and record-keeping. The findings of the committee, and any recommended changes will be reported to the Chapter Chairperson and the Director of Labor Relations and Personnel no later than March 1, 1986, for implementation, provided such changes are not violative of the Article.

