

6/30/96

AGREEMENT

Between The

ALBION BOARD OF EDUCATION

AND

CUSTODIAL/MAINTENANCE CHAPTER OF LOCAL #2826

Affiliated with the American Federation of State, County and Municipal

Employees, AFL-CIO, Michigan Council 25

March 8, 1995 - June 30, 1996

**ALBION PUBLIC SCHOOLS
Albion, Michigan**

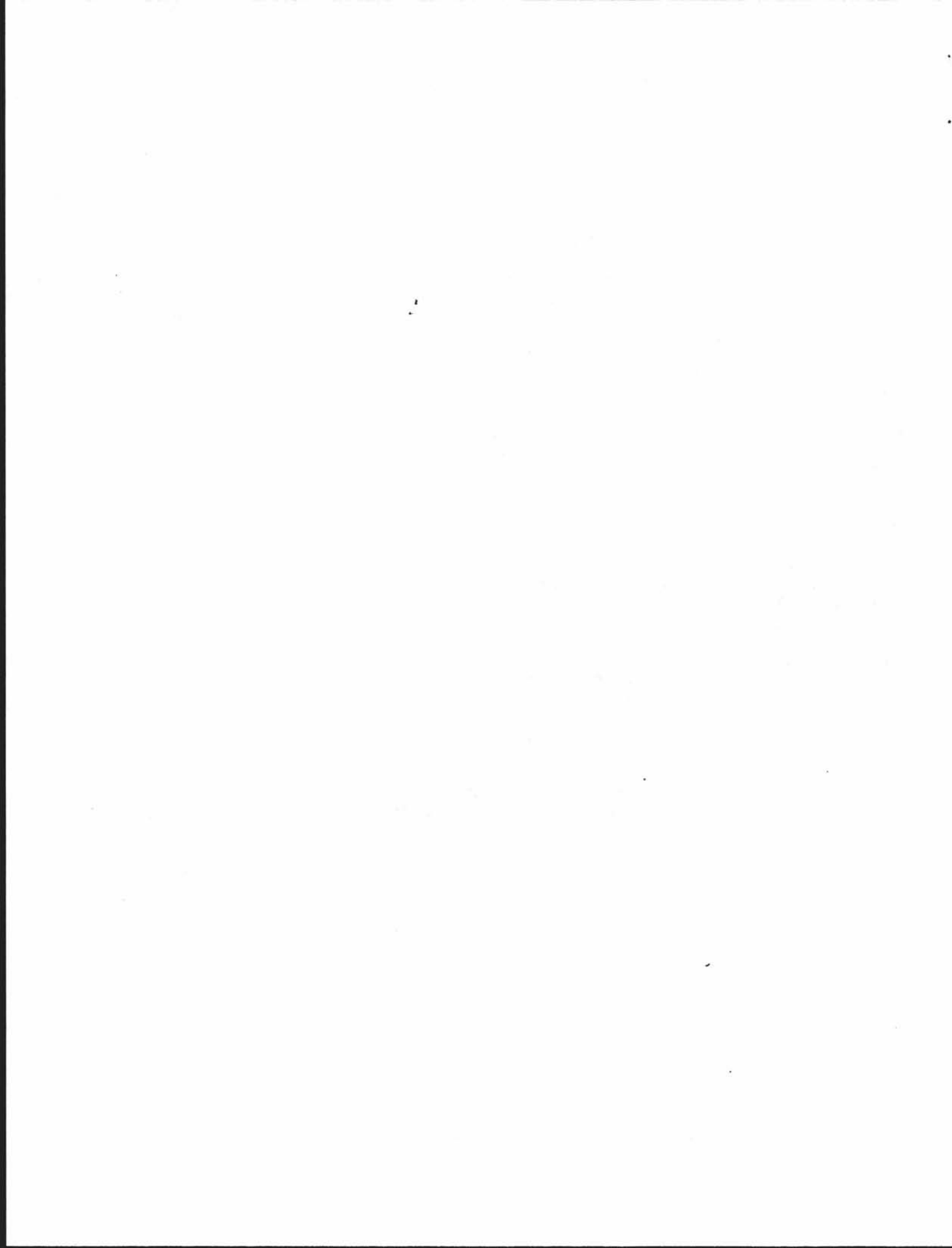
Albion Public Schools

TABLE OF CONTENTS

ARTICLES

PAGE #

Agreement	1
Article I - Recognition	2
Article II - Board Management Rights	2
Article III - Union Security	3
Article IV - Union Representation	4
Article V - Grievance Procedure	4
Article VI - Payment of Back Claims	6
Article VII - Probationary Employees	7
Article VIII - Seniority	7
Article IX - Layoff	8
Article X - Recall	8
Article XI - Transfers	9
Article XII - Discipline	9
Article XIII - Job Postings and Bidding Procedures	9
Article XIV - Leaves of Absence	10
Article XV - Union Bulletin Boards	11
Article XVI - Temporary Assignments	12
Article XVII - Equalization of Overtime	12
Article XVIII - Worker's Compensation	13
Article XIX - Work Schedules	13
Article XX - Overtime Pay	13
Article XXI - Holiday Provisions	14
Article XXII - Vacation Eligibility	14
Article XXIII - Hospitalization - Medical Coverage	15
Article XXIV - Life Insurance	16
Article XXV - Retirement	16
Article XXVI - Distribution of Agreement	16
Article XXVII - No Strike Clause	16
Article XXVIII - Physical Examinations	17
Article XXIX - Federal or Special Funded Employees	17
Article XXX - Custodial/Maintenance Pay Scale	17
Custodial Pay Scale	19
Appendix A - I	21
Article XXXI - Termination and Modification	22
Signature Page	23



A G R E E M E N T

This Agreement entered into this 8th day of March, 1995 between the BOARD OF EDUCATION OF THE ALBION PUBLIC SCHOOLS, ALBION, MICHIGAN, hereinafter referred to as the EMPLOYER, and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, MICHIGAN COUNCIL 25, hereinafter referred to as the UNION, do hereby agree as follows:

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, the Union and the School District.

The parties recognize that the interest of the School District and the job security of the Employees depend upon the Employer's, Employee's and Union's success in establishing a proper service to the School District by encouraging efficiency of operation, maintenance of high standards, economy, safety of employees and children entrusted to its care, protection of school property, cleanliness and elimination of waste.

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

ARTICLE I

RECOGNITION

Employees Covered

Pursuant to and in accordance with all applicable provision 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 with 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:

- A. All Custodial and Maintenance employees employed by the Albion Public Schools.
- B. Excluding supervisors, as determined by the Michigan Employment Relation Commission (MERC).

ARTICLE II

Board Management Rights

SECTION I. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of school systems and its properties and facilities, and the activities of its employees while on employer's time.
- B. To hire all employees subject to the provision of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- C. To decide upon the duties, responsibilities, and assignments of employees, and the terms and conditions of employment.

SECTION 2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by 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 to 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 III

Union Security

SECTION 1. Membership in the Union is not compulsory. Employees have the right to join or not to join the Union.

SECTION 2. 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 to be members in good standing in the Union for the duration of this Agreement.

SECTION 3. All present employees who are not members of the Union shall, within thirty (30) days after commencing employment, pay a service fee to the Union for the term of the Agreement, either directly or through payroll authorization, on the following basis:

The service fee shall be equivalent to the cost of membership as provided by the Union's Constitution and Bylaws.

SECTION 4. The Board and/or the Superintendent of Schools or his designated representative shall be notified in writing by the Union of any employee who is sixty (60) days in arrears in payment of his monthly membership dues or any employee who is sixty (60) days in arrears in payment of the monthly service fee.

A signed copy of the Union's notice to the Board and/or the Superintendent of Schools or his designated representative will be sent to the employee by the Union.

The Board and/or Superintendent of Schools or his designated representative, upon receiving the Union's notice, shall notify the employee that unless the requirement set forth in Subsection 3 above is complied with, within thirty (30) days, his/her employment shall be terminated.

SECTION 5. In cases where the payroll deduction is made that duplicates a payment or where a payroll deduction is not in conformity with the provisions of the Union constitution and Bylaws, refunds to the employees will be made by the local Union.

SECTION 6. The Board and/or Superintendent of Schools or his designated representative, agrees to remit by the 10th of each succeeding month to the Secretary-Treasurer of the local AFSCME, AFL-CIO, all moneys deducted by the operation of this Section.

SECTION 7. The Union shall indemnify and save the Board and/or the Superintendent of Schools or his designated representative, harmless against any claims, demands, suits and other forms of liability that may arise from any acts of the Board which result from its reliance on a representation of facts presented by the Union in conformity with Section 4.

ARTICLE IV

Union Representation

SECTION 1. The employees covered by this Agreement will be represented by three (3) stewards. The Union shall have the exclusive right to assign said stewards and shall assign one (1) to the High School, one (1) to the Junior High and one (1) to cover the elementary schools.

SECTION 2. The employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward. **SECTION 3.** Official Union business including investigating and presenting grievances to the Employer by the stewards is not to be conducted during the members' working hours except with the approval of the Superintendent or his designated representative.

ARTICLE V

Grievance Procedure

SECTION 1. DEFINITION A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.

An individual employee may present his/her grievance to the Superintendent or his designated representative and have the grievance adjusted with or without the intervention of the Union or its representative, as long as the adjustment is not inconsistent with the terms of this Agreement.

Grievances will be presented in the following steps:

SECTION 2. PROCEDURE Informal: Within ten (10) working days of the time a grievance arises, the employee, either directly or accompanied by his/her building representative, will present the grievance to his/her supervisor after working hours. Within ten (10) working days after presentation of grievance, the supervisor shall give his answer, orally, to the employee.

STEP ONE:

- A. Within five (5) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the supervisor.
- B. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the Union with respect to these provisions, and shall indicate the specific relief requested.

- C. Within five (5) working days after receiving the grievance, the supervisor shall communicate his answer in writing to the grievant and the building steward with copies to the chapter Chairperson.

STEP TWO:

- A. If the grievance is not resolved in Step One, the grievant may within ten (10) working days of receipt of the supervisor's answer, submit to the Superintendent or his designated representative, a written "Statement of Grievance" signed by the grievant. A copy shall be given to the supervisor involved at the same time, with copies to the Chapter.
- B. The Superintendent or his designated representative shall give the grievant an answer in writing no later than ten (10) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent or his designated representative and the Union.

SECTION 3. APPEARANCE AND REPRESENTATION

- A. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall be conducted during non-working hours, unless there is mutual agreement for other arrangements.
- B. The Board and the Union are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.

SECTION 4. TIME LIMITS

- A. Time limits provided in this Agreement may be extended by mutual agreement when agreed to in writing by the parties.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Union to lodge an appeal at the next step of this procedure.
- C. Any grievance not advanced from one step to the next within the time limit of that step shall be deemed resolved by the answer at the previous step.

SECTION 5. EMPLOYEES LEGAL RIGHTS

- A. Nothing contained herein shall deny to any employee his/her right under State or Federal Constitutions and Laws.
- B. No probationary or temporary employee may use the grievance procedure in any way to appeal discharge.

- C. No employee shall use the grievance procedure to appeal any decision of the Board or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.

SECTION 6. ARBITRATION

- A. Within twenty (20) working days after receipt of the decision of the Superintendent or his designated representative, the Union or the Superintendent or his designated representative, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.
- B. POWERS OF THE ARBITRATOR It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.
1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. He shall have no power to establish salary structures or change any salary of the existing Agreement.
 3. He shall have no power to rule on any of the following:
 - a. Any claim or complaint for which there is another remedial procedure or course established by law or regulation having the force of law.
 - b. Any matter involving employee evaluation.
 4. The decision of the arbitrator shall be final and binding upon the Union and the Board.
 5. Any fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE VI

Payment Of Back Pay Claims

All grievances, which may involve possible back pay must be filed in writing within ten (10) working days from the time the alleged violation became known to the aggrieved. The board shall not be required to pay back wages more than one (1) pay period prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
- B. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE VII

Probationary Employees

An employee shall acquire seniority after he/she has completed the probationary period which will be sixty (60) calendar days of employment. Employee seniority date shall be the last date of hire.

ARTICLE VIII

Seniority

SECTION I. Seniority shall be lost and an employee shall be removed from the seniority list for the following reasons:

- A. If an employee quits or retires.
- B. If an employee is absent without notice for more than two (2) consecutive days.
- C. If an employee is discharged.
- D. If an employee fails to return to work from a layoff within the seven (7) working days following the date of a written notification of recall to the employee's last address on file with the Personnel Office.
- E. If an employee overstays a leave of absence, unless it is due to reasons satisfactory to the Superintendent or his designated representative.
- F. If an employee is on layoff for a period of two (2) years.
- G. If an employee falsifies his/her employment application and this is discovered within the first five (5) years of employment. The parties agree this time limit shall not be operative if the basis or nature of the falsification is detrimental or threatening to the health or safety of the school district, its employees, and/or its pupils. Also, an employee shall lose seniority if at any time, it is determined the falsification was for the purpose of gaining an advantage or benefit he/she would not otherwise have merited.
- H. If an employee falsifies a leave of absence application.

SECTION 2. The Board will provide the Union a seniority list within two (2) weeks after the effective date of this Agreement and bi-annually thereafter during the term of this Agreement. This list shall contain each employee's name, seniority date, classification, work location and rate of pay.

SECTION 3. Seniority will be the controlling factor in all actions relative to layoffs and recalls where the qualifications to do the work assigned are met. The Superintendent or his designated representative reserves the managerial right in making the final decision but will be subject to the grievance procedure.

ARTICLE IX

Layoff

SECTION 1. In the event of a layoff, probationary employees will be terminated in the number necessary. Further reductions shall be on the basis of employees' seniority and their ability to perform the work of the classification in which they can be placed without training.

SECTION 2. Seniority accumulated during a layoff shall be applicable only for the purposes of layoff and recall and not eligibility establishment for any employee benefits provided hereinafter elsewhere in this Agreement. Eligibility for and the right to such benefits shall be temporarily suspended at the time an employee is laid off, except that an employee so laid off may request the partial or full vacation pay he is eligible for at the time he is so laid off. The Board will give an employee who is to be laid off, a two (2) week notice of such layoff or equivalent in wages.

SECTION 3. The above procedure does not apply to the normal reduction of the force during any time school is not in session due to emergency situations.

ARTICLE X

Recall

SECTION 1. Recall shall be in the reverse order of layoffs, provided that a recalled employee must possess the ability to perform the work of the classification he/she is recalled to do without training.

SECTION 2. When recalling a laid off employee, the following steps shall be followed:

- A. Telephone the employee to be recalled.
- B. Confirm the telephone conversation with a letter and send a copy of the letter to the Union.

- C. If unable to reach the employee by telephone, send a certified letter with a copy to the Union (Local Chapter Chairperson).

ARTICLE XI

Transfers

An employee who is transferred to a position outside of the bargaining unit shall retain his/her seniority for a period of one (1) year from the time the employee was transferred. If during the one (1) year period, the employee is transferred back to the bargaining unit, the employee shall return to his/her former position or comparable position at the prevailing rate of pay for that position.

ARTICLE XII

Discipline

SECTION 1. The right to discipline, up to and including discharge, shall remain at the sole discretion of the employer.

SECTION 2. An employee who violates the Board's promulgated rules of conduct may be disciplined in accordance with Section #1 above.

SECTION 3. The disciplined employee may grieve any action under sections 1 or 2 above. Grievances on suspension or discharge shall start at step 2 of the grievance procedure. Discipline records of an employee may remain in the employee's personnel file indefinitely, however, no disciplinary action shall be used as a basis for future discipline beyond a maximum of two (2) years of its date.

ARTICLE XIII

Job Postings And Bidding Procedures

SECTION 1. The administration will provide the Chapter Chairperson with a detailed description of any new custodial or maintenance positions prior to posting. Whenever permanent openings and/or newly created openings occur, the job will be posted for five (5) working days in all buildings. The posting shall be done by notices issued by the Personnel Department.

SECTION 2. The selection of applicants to fill the job opening will be based upon the applicant's previous experience and training, his/her past performance record and seniority. Selection of the applicants will be made by the Superintendent or his designated representative.

If no qualified employees are available within the school system, the vacancy will be filled by outside hiring.

SECTION 3. Applicants selected for a job which has been posted will have a trial period of ninety (90) working days on the new job. If the employee is unable to perform the new job satisfactorily during this period, he/she will be returned to the former job without losing previous seniority.

ARTICLE XIV

Leaves Of Absence

SECTION 1. SICK LEAVE DAYS ALLOWANCE Full pay for personal illness, injury and quarantine will be one (1) day per month worked. Such sick leave to be accumulated at the rate of one (1) day per month worked. Those employees who have not accumulated enough sick leave to cover their illness will not receive sick leave pay. Pay per day deducted because of lack of accumulated sick leave will be paid on the final June check to the limit of accumulated days. Each employee shall be entitled to an accumulation for unused portion of each year's sick leave time and the maximum accumulation shall be as follows:

1994-95 - 165 days
1995-96 - 165 days

SECTION 2. EMERGENCY LEAVE Emergency Leaves or Business Leaves, not to exceed three (3) days per year with pay, shall be granted. This leave is intended for such occasions as family illness, accidents and other conditions of an emergency nature in the immediate family, which includes the employees' spouse, children, children's spouse, father, mother, brothers, sisters, grandparents, brothers-in-law, sisters-in-law, father-in-law, mother-in-law of the employee and must be approved by the Superintendent or his/her designated representative. It is expressly understood that this leave cannot be used for recreational or vacation purposes. The employee must submit a request in writing, indicating reason(s) for the purposed absence, at least two (2) days in advance. When emergency situations preclude prior written request, the employee must notify his/her immediate supervisor of said absence and must submit the written request within twenty-four (24) hours of his/her return to work.

SECTION 3. FUNERAL TRAVEL DAYS An employee shall be allowed three (3) regularly scheduled working days as funeral leave days, with pay, for a death in the immediate family. (Immediate family is as defined in Section 2 of this article.) Up to two (2) additional traveling days may be used per funeral. Such additional days will be deducted from the employee's sick leave. If more than five (5) days are needed then an agreement shall be made by the employee and the employer as to more time needed from sick leave.

SECTION 4. PREGNANCY DISABILITY A pregnancy disability shall be granted an employee upon written request from her physician. Sick leave and vacation may be utilized for the disability; however, utilization shall be at the option of the employee. The disability may be extended to one (1) year and the employee shall be returned to the same job classification held prior to the disability.

SECTION 5. UNION BUSINESS LEAVE Any employee, who has acquired seniority, elected to or selected for a full time Union office or

position which takes him from his employment with the Board shall be granted a leave of absence at the discretion of the Board and/or the Superintendent of Schools or his designated representative, without pay, for a period not to exceed one (1) year. Such leave shall be requested in writing far enough in advance so the replacement arrangements, if any, can be made.

SECTION 6. JURY DUTY LEAVE An employee who has acquired seniority and who is summoned and reports for jury duty as prescribed by applicable law, shall be paid the difference between the fee he received for such service and the amount of straight time earnings lost by him. If the time required for such service on any one (1) day is four (4) hours or less, the employee will be required to return to work for the remainder of the day to his regular duties with the Board. Such compensation shall be payable only if the employee:

- A. Gives the Board and/or the Superintendent of Schools or his designated representative, prior notice of call for such service, and;
- B. Presents proper evidence as to the service performed and the fee received.

SECTION 7. All absences from duty must be reported to the appropriate supervisor or the Central Administration Office at (517) 629-9166. All employees scheduled to work the day shift (regular school hours) shall report their absence at least one (1) hour prior to the start of their shift. All other employees shall report their absence at least two (2) hours prior to start of their shift.

SECTION 8. GENERAL LEAVES A leave of absence without pay for any substantial or worthwhile purpose of up to one (1) year duration may be submitted to the Superintendent or his designated representative. Such leaves may be granted only by approval of the Superintendent of Schools or his designated representative and such leaves shall be requested and acted upon in writing. Said employee will be offered the first available position if an opening is available during the first year said employee's leave expires.

ARTICLE XV

Union Bulletin Boards

The Employer will provide bulletin boards in each custodial office which may be used only by the Union for posting notices pertaining to Union business excluding matters of a political nature.

ARTICLE XVI

Temporary Assignments

A transfer of a custodial-maintenance employee may be made by the Superintendent or his designated representative in order to permit efficiency or to meet emergency situations.

A custodial-maintenance employee filling a vacancy in a higher classification shall not receive the pay at the higher classification unless the employee remains in the vacancy two (2) consecutive days (16 hours) or more for each temporary transfer.

The employer agrees that they will not deliberately use employees in such a way to circumvent the payment of the higher rate. However, the Board recognizes that there could be circumstances where more than one employee may be needed to fill the same vacancy within a two (2) day (16) hour period. Therefore, the employer must reserve the necessary flexibility to most efficiently deal with such a situation.

ARTICLE XVII

Equalization Of Overtime

SECTION 1. Overtime hours shall be divided as equally as possible among employees working within the same building.

SECTION 2. Overtime lists shall be kept by the Business Office.

SECTION 3. Whenever overtime is required, the employee with the least number of overtime hours within their building will be called first and so on down the list in an attempt to equalize overtime hours.

SECTION 4. Overtime not worked because the employee was unavailable or did not choose to work will be charged against such employee to the extent the number of overtime hours another employee worked during that overtime period.

SECTION 5. If the employee in the building where the overtime opportunity exists does not want to work, or is unable to work, the overtime hours may be assigned to the employee within that building with the least amount of seniority.

SECTION 6. This Article is not intended to apply to overtime funded through special funds or accounts such as, but not necessarily limited to, Athletics, Recreation, etc.

SECTION 7. Custodians will be called in when there are significant clean up or pick up requirements caused by non-school affiliated groups using school facilities.

ARTICLE XVIII

Worker's Compensation

Any custodial/maintenance employee who is absent from work because of an injury or disease compensable under the Michigan Compensation Law, shall receive from the Board of Education, his regular salary only for those days not compensated by Worker's Compensation. Thereafter, this difference will be deducted from the person's accumulated sick leave.

ARTICLE XIX

Work Schedules

SECTION 1. Work schedules and hours for custodial/maintenance employees shall be determined by the Superintendent or his designated representative. Lunch periods shall be determined by the employee's immediate supervisor as designated by the employer in writing, and shall be one (1) hour in length outside the shift hours; second shift one-half (1/2) hour in length within the shift hours.

SECTION 2. Custodial/maintenance employees shall be entitled to a fifteen (15) minute relief period within the building in the morning and in the afternoon. The scheduling of such relief periods shall be set forth by the employee's immediate supervisor, as designated by the Employer in writing. The relief periods shall not be accumulative.

SECTION 3. Hours of work shall be as follows:

First Shift 7:00 a.m. to 4:00 p.m.

Second Shift 3:30 p.m. to 11:30 p.m.

Non-School days, at least one custodian per building shall be required to work 7:30 a.m. to 4:00 p.m. (1/2 hour lunch). All other custodians shall work 7:00 a.m. to 3:30 p.m. (1/2 hour lunch).

ARTICLE XX

Overtime Pay

SECTION 1. Time and one half (1 1/2) the employee's regular rate shall be paid for all time worked over eight (8) hours per day and forty (40) hours per week. Except for emergency, all overtime must be approved by the employee's immediate supervisor prior to performance of the overtime work.

SECTION 2. Double time the employee's regular rate shall be paid for all hours worked on Sunday if the employee has worked the previous forty (40) hour week.

ARTICLE XXI

Holiday Provisions

All regularly employed custodial/maintenance personnel will receive their daily rate of pay for the following holidays provided the employee has worked the last work day preceding and the first work day following the holiday. If on paid vacation or sick leave, this will fulfill the before and after requirements.

July 4	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr. Holiday*
Friday following Thanksgiving Day	All day good Friday if
Christmas Eve	school is not in session
Christmas Day	Memorial Day

If, because of school schedules, employees are required to work on a holiday set forth in the contract, the parties shall meet to reschedule such day.

(*Parties agree if holiday cannot be coordinated with Teacher Group on 3rd Monday of January an alternate date will be established.)

ARTICLE XXII

Vacation Eligibility

SECTION 1. Custodial/maintenance personnel shall receive the following vacations with pay:

<u>Years Worked</u>	<u>Vacation Pay for Twelve (12) Month Employees</u>
1 to 7 years	10 days
7 to 13 years	15 days
13 and over	20 days

When determining the number of years worked, the beginning date will be July 1 of the year of hire.

SECTION 2. Any custodial/maintenance personnel who leaves the employment of the Albion Public Schools during the current fiscal year (between July 1 and June 30 of the succeeding year) as a result of dismissal will be paid for all vacation earned.

SECTION 3. Any custodial/maintenance personnel who leaves the employment of the Albion Public Schools during a fiscal year by voluntary separation due to just cause as ascertained by the Superintendent of Schools or his designated representative will be entitled to his/her pro-rated share of vacation accumulated for that year, provided that the employee gives two (2) weeks written notice of his intent to resign.

SECTION 4. Vacation schedules shall be arranged on the basis of seniority and shall be mutually agreed to by employees and employer. If a paid holiday occurs during the vacation period of any employee, such employees shall receive an additional day's vacation with pay.

SECTION 5. All vacations are to be taken when school is not in session. Exceptions may be granted where feasible when such vacation will not adversely affect efficient operation of the school district.

SECTION 6. Vacation earned must be taken prior to the start of the following year. Exceptions will be granted at the discretion of the Superintendent or his designated representative, for good and sufficient reason.

SECTION 7. Custodial/maintenance employees shall earn credit towards vacation with pay in accordance with the following schedule:

- A. An employee who has been with the schools less than one (1) year shall be allowed five-sixth (5/6) of one (1) working day for each calendar month of employment prior to July 1 of the first fiscal year worked.
- B. An employee who is employed less than twelve (12) months, or less than eight (8) hours a day or forty (40) hours a week shall be entitled to vacation time on a pro-rated basis in proportion to time worked and years of service.

ARTICLE XXIII

Hospitalization - Medical Coverage

SECTION 1. Hospitalization Custodial/maintenance employees will be eligible for paid benefits provided by the Board's approved medical insurance program. Insurance will take effect upon application by a permanent and full time employee who has completed his/her probationary period. It will also be the responsibility of the employee to notify the business office of any changes in family status such as addition of a child, change in marital status, etc. The board's approved medical insurance program may be Michigan Educational Special Services Association SuperMed I or a comparable plan with another insurance company, with \$.50 Drug Rider. The cost will be paid for by the Board for the length of this agreement.

SECTION 2. The Employer shall provide Delta Dental Plan 75%-25% or equivalent at no cost to the employee.

SECTION 3. Every employee in the bargaining unit is eligible for the above-mentioned protection provided the employee is not eligible for other group medical coverage through the employer of the spouse.

SECTION 4. Section 3 notwithstanding, Appendix I is applicable to the Custodian II position.

ARTICLE XXIV

Life Insurance

Upon application by a permanent and full time employee who has completed the probationary period, the Board shall provide \$15,000 worth of Term Life Insurance with the Board of Education paying full premium cost. The amount of life insurance will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

ARTICLE XXV

Retirement

The retirement age for custodial/maintenance personnel shall be seventy (70) years, with the provision that the employee attaining the age of seventy (70) may continue until the end of the fiscal year (June 30) in which he/she becomes seventy (70), if he/she is physically and mentally capable in the opinion of a qualified physician to perform his/her duties.

ARTICLE XXVI

Distribution of Agreement

The Board 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.

ARTICLE XXVII

No Strike Clause

It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them. Recognizing this fact, 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, slowdown or a strike against the Board of Education of the Albion Public Schools, Albion, Michigan. The management agrees that during the same period there will be no lockout.

ARTICLE XXVIII

Physical Examinations

SECTION 1. When physical examinations are required by the Board, the board will reimburse the employee upon presentation of the medical bill.

SECTION 2. T.B. test or T.B. X-rays as required by law is a condition of employment. The employer will designate where and when the employee will obtain their T.B./X-ray. If the employee chooses to obtain said test at a location other than that designated by the employer, the cost of such test will be the responsibility of the employee.

ARTICLE XXIX

Federal Or Special Funded Employees

The Board of Education and the Union will draw up a Letter of Intent.

ARTICLE XXX

Custodial/Maintenance Pay Scale

Schedule A

SECTION 1. On July 1, 1994, the Board of Education will raise the pay rate of each regular employee within the custodial/maintenance bargaining unit two percent (2%) for all classifications.

SECTION 2. The Board of Education will pay the five (5%) percent employee contribution for all regular, full time employees within the bargaining unit to the Michigan Public School Employee's Retirement Fund in accordance with the provisions of H.B. 5888 of Public Act 245.

Schedule B

SECTION 1. On July 1, 1995 the Board of Education will raise the pay rate of each regular employee within the custodial/maintenance bargaining unit one percent (1%) for all classifications.

SECTION 2. The Board of Education will pay the five (5%) percent employee contribution for all regular full time employees within the bargaining unit to the Michigan Public School Employee's Retirement Fund in accordance with the provisions of H.B. 5888 of Public Act 245.

Schedule C

SECTION 1. On January 1, 1996, the Board of Education will raise the pay rate of each regular employee within the custodial/maintenance bargaining unit one and a half percent (1.5%) for all classifications.

It is further agreed that if the cost-of-living as measured by taking the average of the revised Consumer Price Index for all urban consumers (CPI-U all cities, U.S.) and the consumer Price Index for wage earners and clerical workers (CPI-W all cities, U.S.) as published by the Bureau of Labor Statistics January 1996 over January 1995, exceed five (5%) percent, then the following additional adjustment will take place:

Average (CPI-U and CPI-W) Increase January 1996 over January 1995	Additional Hourly Rate Increase Will Be
0 - 5%	0
5.1 - 5.5%	3 cents
5.6 - 6.0%	6 cents
6.1 - 6.5%	9 cents
6.6 - 7.0%	12 cents

It is understood and agreed that based on the preceding scale, no adjustment will be made if the cost-of-living increase falls between the range of 0-5% and the maximum increase which can be applied will be twelve (.12) cents per hour even if the cost-of-living should exceed the seven (7%) percent level.

EXAMPLE OF HOW CALCULATION IS TO BE MADE Taking the Bureau of Labor Statistics published CPI-U and CPI-W for January 1996 over January 1995. Assume the CPI-U is 7.1% and the CPI-W is 6.4%. We would calculate the average by adding these two figures (7.1 + 6.4) and dividing by 2. In this example, the average increase would be 6.75%. We agree to round to the nearest tenth of a percent therefore, this average would be 6.8%. Using the chart, a 6.8% cost-of-living increase would necessitate an additional twelve (.12) cents per hour for all classifications.

SECTION 2. The Board of Education will pay the five (5%) percent employee contribution for all regular, full time employees within the bargaining unit to the Michigan Public School Employee's Retirement Fund in accordance with the provisions of H.B. 5888 of Public Act 245.

SECTION 3. A new salary schedule shall be created to be effective immediately after ratification of this agreement which shall apply to all new custodial and maintenance employees hired after the ratification date. The schedule shall be the current schedule reduced by \$2.00 per hour. Increases for this schedule shall be equal to increases in the schedule for current employees.

CUSTODIAL/MAINTENANCE PAY SCALE
July 1, 1994 - June 30, 1995

Schedule A

	<u>START</u>	<u>60 Dy</u>	<u>6 Mo</u>	<u>1 Yr</u>	<u>2 Yrs</u>
Maintenance	10.56	10.76	11.12	11.38	11.89
Custodial Leader	10.52	10.62	10.98	11.18	11.62
Custodian I-Stockroom Clerk	9.99	10.19	10.55	10.77	11.15
Custodian I-Utility I	9.55	9.75	10.11	10.36	10.67
Custodian II	9.14	9.34	9.70	10.06	10.21

CUSTODIAL/MAINTENANCE PAY SCALE
July 1, 1995 - December 31, 1995

Schedule B

	<u>START</u>	<u>60 Dy</u>	<u>6 Mo</u>	<u>1 Yr</u>	<u>2 Yrs</u>
Maintenance	10.67	10.87	11.23	11.49	12.00
Custodial Leader	10.63	10.73	11.09	11.29	11.74
Custodian I-Stockroom Clerk	10.09	10.29	10.66	10.88	11.26
Custodian I-Utility I	9.65	9.85	10.21	10.46	10.78
Custodian II	9.23	9.43	9.80	10.16	10.31

CUSTODIAL/MAINTENANCE PAY SCALE
January 1, 1996 - June 30, 1996

Schedule C

	<u>START</u>	<u>60 Dy</u>	<u>6 Mo</u>	<u>1 Yr</u>	<u>2 Yrs</u>
Maintenance	10.83	11.03	11.40	11.66	12.18
Custodial Leader	10.79	10.89	11.26	11.46	11.92
Custodian I-Stockroom Clerk	10.24	10.44	10.82	11.04	11.43
Custodian I - Utility I	9.79	10.00	10.36	10.62	10.94
Custodian II	9.37	9.57	9.95	10.31	10.47

**CUSTODIAL/MAINTENANCE EMPLOYEES HIRED AFTER 3/7/95
PAYSACLE**

March 8, 1995 - June 30, 1995

Schedule A

	<u>START</u>	<u>60 Dy</u>	<u>6 Mo</u>	<u>1 Yr</u>	<u>2 Yrs</u>
Maintenance	8.56	8.76	9.12	9.38	9.89
Custodial Leader	8.52	8.62	8.98	9.18	9.62
Custodian I-Stockroom Clerk	7.99	8.19	8.55	8.77	9.15
Custodian I-Utility I	7.55	7.75	8.11	8.36	8.67
Custodian II	7.14	7.34	7.70	8.06	8.21

CUSTODIAL/MAINTENANCE PAY SCALE

July 1, 1995 - December 31, 1995

Schedule B

	<u>START</u>	<u>60 Dy</u>	<u>6 Mo</u>	<u>1 Yr</u>	<u>2 Yrs</u>
Maintenance	8.67	8.87	9.23	9.49	10.00
Custodial Leader	8.63	8.73	9.09	9.29	9.74
Custodian I-Stockroom Clerk	8.09	8.29	8.66	8.88	9.26
Custodian I-Utility I	7.65	7.85	8.21	8.46	8.78
Custodian II	7.23	7.43	7.80	8.16	8.31

CUSTODIAL/MAINTENANCE PAY SCALE

January 1, 1996 - June 30, 1996

Schedule C

	<u>START</u>	<u>60 Dy</u>	<u>6 Mo</u>	<u>1 Yr</u>	<u>2 Yrs</u>
Maintenance	8.83	9.03	9.40	9.66	10.18
Custodial Leader	8.79	8.89	9.26	9.46	9.92
Custodian I-Stockroom Clerk	8.24	8.44	8.82	9.04	9.43
Custodian I - Utility I	7.79	8.00	8.36	8.62	8.94
Custodian II	7.37	7.57	7.95	8.31	8.47

APPENDIX A. MILEAGE Employees will be paid the current internal revenue service rate per mile when it is essential for them to drive their own vehicle. Such requirement for driving will be given prior approval by the Shift Supervisor.

APPENDIX B. LONGEVITY For the 1994-95 contract, five and a half (5.5%) percent of the employee's hourly wage will be paid after ten (10) years of seniority and six (6%) percent after fifteen (15) years of seniority on each pay period. For the 1995-96 contract, six (6%) percent of the employee's hourly wage will be paid after ten (10) years of seniority and six and a half (6.5%) percent after fifteen (15) years of seniority on each pay period.

Longevity will not be paid for overtime hours worked. Said longevity payment will take effect on July 1 of the year of hire.

APPENDIX C. CALL IN Call in - one (1) hour minimum.

APPENDIX D. SAFETY EQUIPMENT The Board of Education will provide safety equipment as required by law, such as hard hats, protective safety glasses, asbestos gloves, face mask, etc., for the benefit of protecting the employee from possible harm or injury in the performance of hazardous duties. Clothes normally worn for custodial duties are to include work pants, shirts, (long or short sleeve when necessary) hard-toe shoes, socks, hat or caps, gloves, coats, etc.

APPENDIX E. SNOW DAYS On days when teaching staff and/or clerical staff are not required to report due to hazardous conditions created by excessive snow or ice, custodial/maintenance persons are required to report to work and will be paid at the straight time rate for hours worked. Those who do not report will not be paid unless the absence is justifiable and in accordance with the absence provisions of the contract.

APPENDIX F. TRAINING NEW EMPLOYEES The Custodial leader will be compensated one and one half (1 1/2) times the regular hourly rate for the training of each new employee in his/her building when said training requires the leader to work beyond his/her regularly scheduled hours. It is understood that prior approval must be given by the custodial leader's appropriate supervisor for said training time to be approved.

APPENDIX G. SUPERVISOR WORKING Supervisors may be used to supplement the regular work force to complete task(s) that require immediate attention and/or assist in other task(s).

APPENDIX H. TEMPORARY EMPLOYEES A maximum of five (5) temporary employees can be hired in any year to supplement the work force when school is not in session or to fill in for short term absences of regular employees due to illness or vacations. Such employees are limited to sixty (60) working days and have no union rights or benefits.

APPENDIX I. CUSTODIAL II POSITION Assuming that the position is vacated by the current employee, all benefits for future employees filling the position shall be prorated on a school year basis (vacation, sick leave, etc. shall accrue at three-quarters (3/4) the

APPENDIX I. CUSTODIAL II POSITION Assuming that the position is vacated by the current employee, all benefits for future employees filling the position shall be prorated on a school year basis (vacation, sick leave, etc. shall accrue at three-quarters (3/4) the normal rate and premium cost for life insurance, health insurance etc. shall be shared three-quarters (3/4) by employer and one-fourth (1/4) by employee). It is further agreed that the Board can request the employee to work a schedule beyond the school year; however, it will not be mandatory that they do so, and the failure to do so will in no way affect their right to benefits under the contract.

ARTICLE XXXI

Termination And Modification

This Agreement shall continue in full force and effect until June 30, 1996.

- 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 termination date.
- C. If notice of amendment to 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, if the Union, to: Michigan Council 25, American Federation of State, County and Municipal Employees, AFL-CIO, 1034 North Washington, Lansing, MI 48906; and, if the Employer, addressed to: Superintendent of Schools, Albion Public Schools, 401 East Michigan Avenue, Albion, MI 49224, or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF the parties have executed this Agreement this 17th day of March, 1995.

FOR THE UNION:

C. J. L. Holloway
President

Robert L. Mahoney
Secretary

Arthur Ouellet
Chief Negotiator

FOR THE BOARD OF EDUCATION:

Jayce J. Spivey
President

Paul C. Taylor
Secretary

Jayce J. Spivey
Chief Negotiator

