

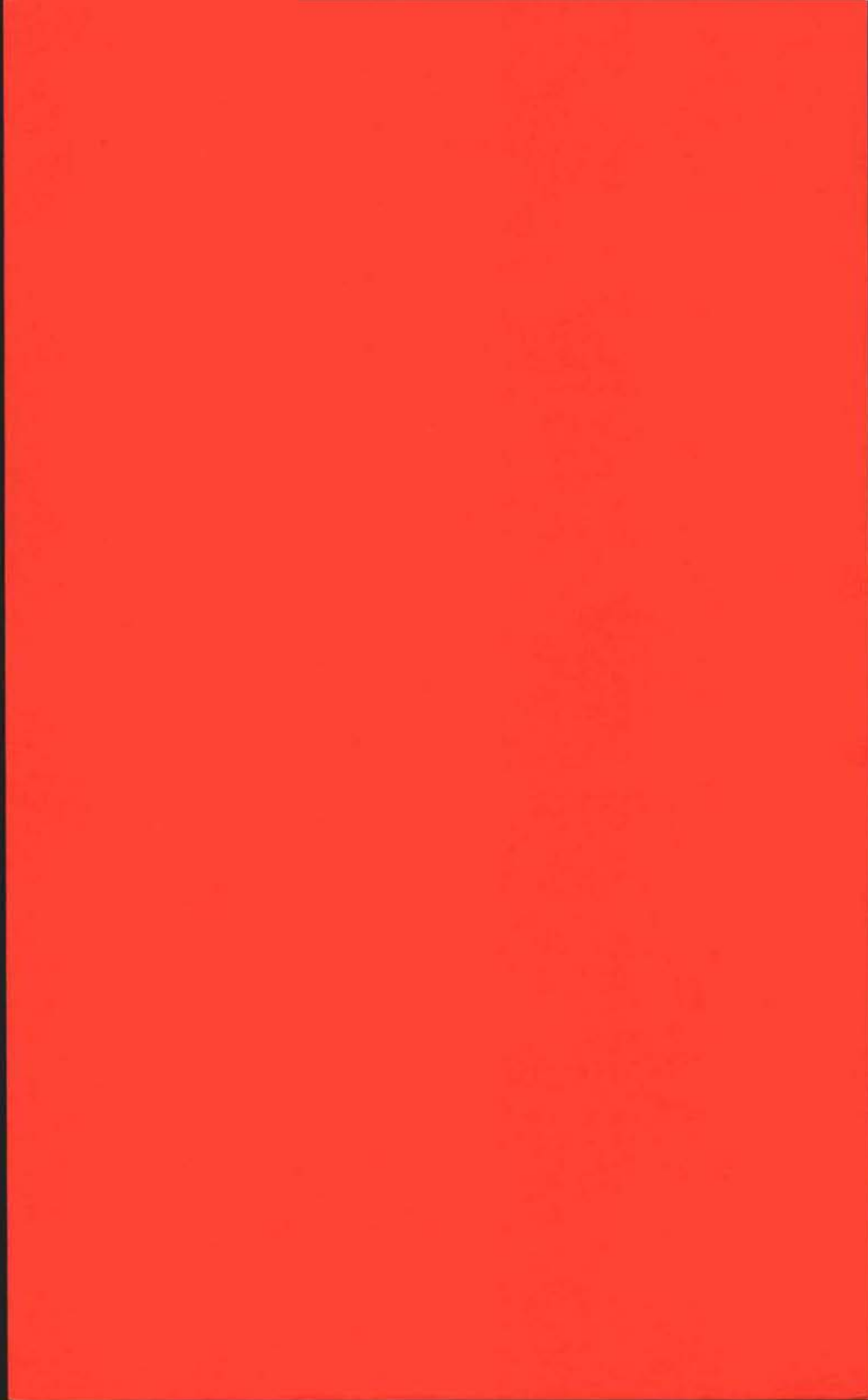
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Essex Public Schools

AGREEMENT
BETWEEN THE
ESSEX BOARD OF EDUCATION
AND THE
OPERATION AND MAINTENANCE
AND
OFFICIAL CLERICAL EMPLOYEES
LOCAL 1496
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

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AGREEMENT
BETWEEN THE
ECORSE BOARD OF EDUCATION
AND THE
OPERATION AND MAINTENANCE
AND
OFFICAL CLERICAL EMPLOYEES
LOCAL 1496
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

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AGREEMENT
BETWEEN THE
ECORSE BOARD OF EDUCATION
AND
THE OPERATION AND MAINTENANCE
AND OFFICE CLERICAL EMPLOYEES,
LOCAL 1496 AMERICAN FEDERATION OF STATE, COUNTY
AND
MUNICIPAL EMPLOYEES, AFL-CIO

AGREEMENT

This Agreement entered into this 4th day of August, 1986, between the Ecorse Board of Education, hereinafter referred to as the Employer, and Public Employees Council 25, of the American Federation of State, County and Municipal Employees, AFL-CIO, Local 1496, hereinafter referred to as the Union on behalf of the Employees as hereinafter defined. It has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

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

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

ARTICLE I

RECOGNITION-EMPLOYEES COVERED

Section 1. Pursuant to and in accordance with all applicable revisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

ALL HOURLY RATED PERMANENT FULL-TIME EMPLOYEES OF OPERATION AND MAINTENANCE AND OFFICE CLERICAL EXCLUDING SUPERVISION OF THE EMPLOYER AND THE SECRETARY TO THE SUPERINTENDENT AND THE SECRETARY TO THE ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND PERSONNEL, AND CONSISTING OF THE FOLLOWING JOB CLASSIFICATIONS: Chief High School Engineer, High School Engineer "A", Elementary Custodian-Engineer, Semi-Skilled Maintenance, General Maintenance, Unskilled Maintenance, and Office Clerical positions.

Section 2. BOARD OF EDUCATION, ADMINISTRATION,
EMPLOYEE DEFINED

- A. Any further reference to the Ecorse Board of Education hereinafter will be referred to as the "Board", and the delegated authority of the Ecorse Board of Education to the Superintendent and his staff will be referred to as the "Administration".
- B. The term "Employee" in this statement of policy refers to permanent, full-time Operation and Maintenance employees only and not temporary or occasional employees. A

permanent, full-time employee is designated to be one who is employed on a regular schedule, regardless of the number of hours worked per day.

ARTICLE II

MANAGEMENT RIGHTS

The Board on its own 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 rights:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of the employees within the framework of this contract.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion, and to promote and assign and transfer to their various duties all such employees within the framework of this Agreement.
- C. To control the materials, tools and equipment to be used.
- D. To establish work schedules.
- E. To discipline and discharge for cause.

- F. To lay off employees where economy dictates the reduction of work force, this to be accomplished by seniority.

ARTICLE III

MUTUAL RESPONSIBILITIES

Section 1. Should a dispute arise in which the issue is not specifically covered by this Agreement, the parties shall negotiate on the basis of the cooperative spirit of this Agreement.

Section 2. The Union and the School Board consider themselves mutually responsible to improve the public service through creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves on the job in a workmanlike manner.

Section 3. The Board shall make available to the Union, upon its reasonable written request, any and all official and/or public information, statistics and records relevant to negotiations or necessary for the proper enforcement of this Agreement.

ARTICLE IV

AID TO OTHER UNIONS

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

ARTICLE V

UNION SECURITY AND UNION DUES DEDUCTION

Section 1. The Employer and the Union, recognizing that the benefits of the collective bargaining contract accrue to all members of the bargaining unit regardless of whether or not such members belong to the Union, accept the following conditions of continuing employment:

- A. All employees within the bargaining unit shall be free to join or not to join the Union.
- B. All employees covered by the terms of this Agreement, and who are members of the Union at the time of its execution, shall be required as a condition of continued employment to either maintain their membership in the Union, or pay a service fee to the Union for the duration of the this Agreement.
- C. All employees covered by the terms of this Agreement who are not members of the Union shall, as a condition of continued employment within thirty days from the date of execution of this Agreement, either join the Union or pay a service fee to the Union for the duration of this Agreement.
- D. All employees hired, reinstated or transferred into the Bargaining Unit after the date of execution of this Agreement shall, within thirty days of the commencement of their employment, either join the Union or pay a service fee to the Union for the duration of this Agreement.

Section 2. The service fee shall not be more than the regular full-time monthly Union dues and will not include initiation fees or any special assessments.

Section 3. Employees may tender the initiation fee and monthly membership dues or service fee by signing the Authorization for Payroll Deduction Form which is attached and made a part of this Agreement. During the life of this Agreement or any extension thereof, and in accordance with the form of Authorization for Payroll Deduction hereinafter set forth, the Board agrees to deduct Union membership dues or service fee for each employee covered by the terms of this Agreement and who executes or has executed the following Authorization for Payroll Deduction Form.

Section 4 When Deductions Begin

Check off deductions under all properly executed Authorization for Payroll Deduction forms shall become effective at the time that the application is signed by the employee and shall be deducted from the 2nd pay of the month and each month thereafter.

Section 5. Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list of employees' names for whom dues have been deducted on or before the 10th day of the next month.

Section 6. Disputes Concerning Dues

The responsibility to refund monies to employees covered by the terms of this Agreement deducted from their salaries under such authorization

lies solely with the Union. The Union agrees to reimburse to any employee covered by the terms of this Agreement the amount of dues deducted by the Business Office and paid to the Union, which deduction is by error of the proper deduction, and agrees to hold the Ecorse Board of Education harmless of any claim for excess deductions.

Section 7. Termination of Check-Off

An employee shall cease to be subject to check-off deductions beginning with the month in which he is no longer a member of the bargaining unit.

Section 8. Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the Superintendent of Schools or a designated representative and representative of the Union, and if not resolved, it may be decided at the 4th step of the grievance procedure.

Section 9. Failure to Pay Dues or Service Fee

- A. An employee covered by this Agreement who does not tender the authorization for payroll deduction of Union dues or authorization for deduction of service fee, as set forth above, or has not paid the same directly to the Union, or becomes sixty (60) days in arrears in payment of his membership or service fee shall not be retained in the bargaining unit and his employment with the Employer will be terminated. No employee shall be terminated under this article, however, unless: The Union first has notified him by registered letter addressed to his last known address concerning such delinquency and warning him that, unless

such delinquency is corrected within seven (7) days, he will be reported to the Employer for termination from employment as provided herein.

- B. The Union has furnished the Employer with written proof that the foregoing procedure has been followed, but the employee has not complied, and on this basis, the Union has requested that he be discharged.
- C. The Union request for discharge shall be referred to the Board of Education at the next regular Board meeting unless the Employer receives proof prior to that time that the employee has complied with this article.

Section 10. Any legal fee incurred related to litigation concerning any or all of this article shall be borne totally by the Union.

Section 11. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the Agreement.

ARTICLE VI

SPECIAL CONFERENCE

Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union.

Arrangement for such special conferences shall be made 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, together with the names of the persons to attend. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition

A grievance, for the purpose of this Agreement, is defined as a complaint by an employee, or by the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

Section 2. Representation

In each building, employees in the building shall be represented by one Steward, except that all office clerical employees, regardless of building, shall be represented by one Steward. Alternates may from time to time substitute for the Steward.

Section 3. Procedure

Step 1. Should an employee feel that his rights and privileges under this Agreement have been violated, he shall consult with the immediate supervisor. If, after earnest and sincere effort, the issue remains unresolved, the aggrieved employee and the Union Steward shall, within seven (7) calendar days of the date the grievance

occurred, present the facts, in writing, to the immediate supervisor.

The immediate supervisor shall submit his answer, in writing, to the Union Steward, and the aggrieved employee not later than seven (7) calendar days from the time the grievance is received.

Step 2. Should the Union decide that the reply of the immediate supervisor is unsatisfactory, the Chief Steward shall, within seven (7) calendar days, submit the facts of the grievance, in writing, to the Superintendent of Schools. The Superintendent of Schools shall, within seven (7) calendar days, reply to the Union Chief Steward in writing, giving his decision.

In the absence of the Superintendent of Schools, his designated representative shall act in his stead according to the provisions of this Agreement.

Step 3. Should the Union decide that the reply of the Superintendent of Schools is unsatisfactory, the Union President may, within seven (7) calendar days after the reply of the Superintendent of Schools is due, submit an appeal from the Superintendent's decision to the Board of Education. This appeal shall be in writing and shall be accompanied by a copy of the original grievance. The Board of Education shall respond, in writing, to the Union President within seven (7) calendar days after their next regularly scheduled Board meeting. The decision of the Board of Education shall be binding during the processing of any appeal therefrom and until reversed or modified by higher authority.

Step 4. If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Board of Education or its designated representative of the Board of Education is due, by written notice to the other, request arbitration.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within thirty (30) days after notices have been given. If the parties fail to select an arbitrator, American Arbitration Association, which shall act as administrator of the proceedings, shall mail a prospective panel of arbitrators to each party.

Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his decision not later than thirty days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his finding of facts, reasoning and conclusions on the issue submitted. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant. The costs for the arbitrator's services, including his expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expenses.

Section 4. Time Limits

- A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of this procedure. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision. Failure to file a grievance within the period specified in Section 1 shall bar the grievance.
- B. In the event that an employee is on vacation when an act is committed that he would find to grieve him, he shall be given seven (7) calendar days after his return to file a notice of grievance.

Section 5. Review of Personnel File

Each employee shall have the right, upon reasonable request, to review the contents of his own personnel file maintained at the Central Office. The review shall be made in the presence of the administrator responsible for the safekeeping of such files. The employee may make copies of any material contained in such files.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The

administrator shall, in the presence of the employee, remove such credentials and confidential reports from the file prior to a review of the file by the employee.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in any file unless the employee has had an opportunity to read the materials. The employee shall acknowledge that he has read such material by affixing his signature and the date on the actual copy to be filed, with the understanding that such signature merely signifies that the material had been read by him, but does not in any way imply agreement with its contents. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.

ARTICLE VIII

DISCHARGE - DISCIPLINE

Section 1. Discharge - Discipline

- A. The Employer agrees to promptly notify, in writing, as soon as possible, but no later than 24 hours, the Building Steward, or if the Building Steward is unavailable, the Union President, or the Vice-President, of the discharge or discipline. The steward may attend any disciplinary meetings.
- B. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the building or Vice-President-Chief Steward, the President, and/or a Union officer; and the Employer may make available an area where he may do so before the Employer or his designated representative, will discuss the

discharge or discipline with the employee and the Steward or the officers as outlined above.

Section 2. Appeal of Discipline

Disciplined employees may appeal disciplinary action as follows:

- A. Immediately through the grievance procedure.
- B. Should the disciplined employee or the Steward consider the discipline to be improper, a complaint may be presented, in writing, through the Steward to the Board within three (3) regularly scheduled working days of the discipline and the Board will give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

Section 3. Appeal of Discharge

- A. Should the discharged employee or the Union Steward consider the discharge improper, a grievance shall be presented in writing, through the Steward to the Superintendent or his designee at the Superintendent's step in the grievance procedure within five (5) regularly schedule working days of the discharge.
- B. The Superintendent or his designee will give his answer within ten (10) regularly scheduled working days after receiving the grievance.

ARTICLE IX

SENIORITY

Section 1. Probationary Employees

A. New employees hired in the school system will be considered as probationary employees for the first ninety (90) calendar days of their employment. The ninety (90) calendar days' probationary period shall be accumulated within the first ninety (90) calendar days following the date of hire. When an employee finishes the probationary period by working the ninety calendar days as specified above, he shall be entered on the seniority list of the school system and shall rank for seniority from the ninety (90) days prior to the date he completes the probationary period. In exceptional cases, the Board of Education may request of the Union an extended period of probation. There shall be no seniority among probationary employees. "Date of Hire" is defined as first day of payroll.

B. The Union shall represent probationary employees for the purposes of Collective Bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2. Accumulation - Lists

A. All employee applications shall be time stamped, upon hire-in, to indicate the date and time of hire. Such time stamp will then govern the employee's place on the seniority list, earliest time first.

B. Seniority shall consist of the accumulated paid service of the employee with the School Board. The employee's seniority shall not be lost because of approved absence or

layoff unless otherwise provided. The seniority list shall be brought up to date once a year and a copy sent to each employee.

Section 3. Loss of Seniority

Any employee shall lose his seniority for the following reasons:

- A. He quits.
- B. He is discharged for just cause.
- C. Absent for three (3) days without notifying either his immediate supervisor, the Foreman of Operation and Maintenance, the Assistant Superintendent for Personnel, or the Superintendent of Schools, without just cause.

Section 4. Supervisory and Excluded Employees' Seniority

Employees shall accumulate seniority while occupying supervisory or excluded positions and, upon demotion, shall be reinstated to their former classification with full seniority from the first date of employment.

ARTICLE X

BIDDING FOR JOBS

Section 1. All job openings and jobs that are involved in a change of classification shall go up for bid. All such jobs will be advertised in the following manner:

The Administration, in job postings for bid, will indicate the job classification, a job description, and a job schedule indicating the

area involved in the job being posted. This bid will remain open for seven (7) calendar days. It is understood that the job description and/or the job schedule mentioned above is subject to change as the need arises. Prior to making such a change, the matter will be discussed with the Union.

For persons on the job, posting on the time cards shall constitute adequate notice for job opening for bidding jobs. For persons on vacation, layoff or any authorized leave, the notice of job opening shall be by certified mail to the employee's last known address or forwarding address, if given. The responsibility for informing the Central Office of any change of address and/or telephone number rests with the employee and must be submitted in writing.

Section 2. Employees may bid for the job advertised within a seven (7) day period. Jobs will be awarded on the basis of seniority and qualifications.

Section 3. Effective December 19, 1983, all persons bidding on positions involving operation of boilers shall possess a High Pressure License. The Board of Education will reimburse an employee one-half (1/2) of the tuition cost involved in acquiring a High Pressure Boiler Operator's License upon presentation of said license and receipts for tuition paid.

Section 4. Such bids to be delivered to the Assistant Superintendent for Personnel and said bids to be opened after the seventh (7th) calendar day of the posted vacancy.

Section 5. A successful bidder will receive a sixty (60) calendar day trial period. In the

case of an employee not performing the duties of a new office properly, supervision will return the employee to his previous job. Any successful bidder will automatically relinquish all rights to any former bids - except as otherwise provided for in Sections 5 and 6 of this article.

Section 6. In the event an employee bids for and is assigned to a job, and for any reason asks to be relieved, that employee must work as an extra unassigned employee until another permanent full-time job opening entitles the employee to bid on a permanent full-time job. In no event can any employee bid on a job he has vacated, for any reason, for a minimum of one year. (This is to prevent promiscuous bidding.)

Section 7. Permanent full-time employees working less than forty hours per week shall have the right to bid on all job postings.

Section 8. For the safety and protection of all concerned, any employee assigned to a new job may request a break-in period with experienced personnel sufficient to the requirements of the job.

Section 9. Any employee who submits a bid on a posted job opening may withdraw his bid prior to the posted deadline for receiving bids, but not later. In the event that this employee is the successful bidder, he is required to accept the job, except as provided for in Section 6 above. There shall be no withdrawal of bid following the deadline for receiving bids on a given posted job opening.

Section 10. The date of change of jobs shall be stated on the bid sheet. The rate of pay for the new position will become effective this date, unless the Administration finds it more

convenient to make the change at an earlier date than that specified. Any pay rate change would then become effective as of the first day on the job.

Section 11. Rates for New Job

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

Section 12. Secretarial Substitutes, Vacations/Summer

Any vacancies in the secretarial classifications during Christmas week, Easter week, and the summer months shall be offered to 42- and 44-week employees on a rotating basis, if needed. The rate of pay shall be at the substitute pay scale.

ARTICLE XI

HOURS

Section 1. The regular work week for employees shall consist of five consecutive days, eight hours per day, forty hours per week.

- A. Any permanent full-time employee scheduled for less than eight (8) hours per day shall have the option of working a full eight hours per day (40 hours per week) during Christmas, Easter, and summer vacation periods.

- B. The employee's 24-hour day shall start at the beginning of his specified assigned shift. The employee's regular work week, except for boiler room personnel, or any other personnel involved in continuous operation, will be included in the seven-day span beginning at midnight on Sunday.

- C. The Administration of the Ecorse Public Schools shall determine the hourly schedule (day or night) each employee is to work within the recognized work week in accordance with this article. Each employee will be provided a copy of his regular work schedule.

Section 2. Shifts - Shift Premium

- A. The day shift shall begin at 7:00 a.m., Local Time; the afternoon shift at 3:00 p.m., Local Time, and the midnight shift at 11:00 p.m., Local Time, provided, however, that the Superintendent of Schools, or his designee, may change the aforementioned starting times, but not more than two hours earlier or two hours later than said starting times. The Union will be given 48 hours' notice prior to any general change of shift hours.

Section 3. Lunch Hour

Any Operation and Maintenance employee entitled to a lunch period is permitted up to thirty (30) minutes out of his regular work day to eat lunch on the building premises, which time shall not be charged against his regular work day. An employee must work five (5) or more hours per day in order to be entitled to a lunch period as specified above.

Office Clerical employees shall receive a one (1) hour lunch period of which thirty (30) minutes is paid and these employees may leave the premises during the lunch hour.

Section 4. Higher Classification Work

An employee replacing a higher paid employee will receive the higher rate of pay beginning the first day.

Section 5. Tardiness

An employee who is tardy will be docked for the next following tenth of an hour. For example:

- A. An employee tardy 1-6 minutes will be docked for 6 minutes (1/10 hour).
- B. An employee tardy 7-12 minutes will be docked for 12 minutes (2/10 hour), etc.

Due to the flexible nature of work for office clerical employees, deviations from this section may occur for these employees with the approval of their immediate supervisor.

Section 6. The Time Keeping Procedures

Under no circumstances may an employee punch or sign a time card for another. In case of error in punching in or out, an employee will call this to the attention of the principal or secretary, who will assist in the correction. Any employee punching or signing a time card for another employee, or otherwise falsifying a time card, will be subject to dismissal.

Section 7. Bargaining Unit Work

No supervisors, teachers, nonbargaining unit employee, or students shall do any form of work which will deprive an employee of his regular work.

Section 8. Act of God

When the Superintendent or his designee determines that bargaining unit employees are to be released prior to the completion of their regular work shift or are directed not to report to work, employees shall receive pay for all time for which they are released or directed not to report. Those employees required to work due to the nature of their jobs as determined by the Board or its designee will receive compensable hours equal to those worked during the school closing.

ARTICLE XII

OVERTIME

Section 1. Definition

- A. All work done in excess of those provisions in Article XI in any one day, in any one week, shall be considered overtime and paid for at the rate of time and one-half.
- B. There will be no pyramiding of premium hours. Any hour for which a premium has been made shall exclude that hour from consideration of any other premium payment, thus eliminating payment of duplicate hours.

Section 2. Overtime hour record shall be kept as follows:

- A. All overtime hours will be credited to the employee earning them regardless of conditions under which they are worked.
- B. All overtime will be confined to the permanent full-time employees. Overtime will be equalized among the employees by classification within the building or unit; it shall be on a rotation basis according to seniority within the occupational group.
- C. New employees, upon completion of probationary period, will be credited with overtime equal to maximum. New employees shall not be eligible for overtime until probationary period is completed.
- D. Refusal of overtime will be credited as overtime worked.
- E. An overtime list shall be posted on the Union Bulletin Board and kept up to date by the Principal's Office.
- F. Overtime for all outside activities will be paid at the rate of time and one-half according to Building Use Policy.

Section 3. Call Back

Employees called back after completing their work day shall be guaranteed a minimum of four (4) hours. This applies only to emergency call back for a specific job. It does not apply to a planned overtime, as in the case of engineers on Saturday and Sunday.

Section 4. Tradesmen

When it is necessary for a Tradesman to enter the building for work of which the Employer has prior knowledge, and a bargaining unit employee

is required to open the building, a bargaining unit employee who works regularly in the particular building, will be scheduled to open and close the building. In emergency situations, when tradesmen enter the building, a bargaining unit employee will be called to assist, if needed, for as long as necessary, and to close the building. Should emergency work continue for a long duration, any overtime will be equalized, as much as possible, among employees in the required classification.

ARTICLE XIII

LAYOFF-RECALL/POSITION ELIMINATION

Section 1. Layoff/Position Elimination

Should a reduction in the work force become necessary due to school closing, lack of funds or elimination of existing job positions, the following provisions shall apply:

- A. The Union shall be notified as far in advance as possible of any planned layoff or position elimination.
 - B. All temporary and probationary employees will be laid off first.
 - C. Permanent full-time employees shall be laid off, on a system-wide basis, in reverse order of their seniority, i.e., low seniority employees first.
- (1) Employees may transfer to positions, due to a reduction of the work force, based on seniority and provided they are able to perform the job claimed. Employees may transfer to any position of a higher grade previously held provided the employee was not demoted from that job

for reasons of inability to perform the job.

- D. Employees being laid off shall be given at least fourteen (14) days' written notice of layoff. The Employer shall furnish a copy of such notice to the Union at the same time.

- E. Seniority preference will be granted to the Union president, operation and maintenance steward, and clerical chief steward when layoffs are considered. In the event of layoffs that may disrupt the building representation pattern of the Union, the Union officers designated above, i.e., President and Vice-President, will be granted released time for the purpose of representing Union members who may not have building representation.

This released time shall amount to no more than one hour per incident. Should the responsibility of these offices during this representation exceed the one hour limit, said officer will make up the time when he returns to his shift. It is further understood that the interim period for this released time will be no greater than is necessary to allow for the call back of the Union building representatives or within ninety (90) days.

Section 2. Recall

- A. Employees on layoff shall be recalled in order of their seniority to their same jobs or to jobs of equal or lower grade provided they are able to perform the jobs and report for duty within two (2) weeks of notification.

- B. No new employees will be hired by the Board as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill. The Board will notify laid off employees of all appropriate job openings while employees are on layoff.

- C. When a laid-off operation and maintenance or clerical employee works as a substitute more than twenty (20) consecutive days in any position, that employee shall then be entitled to full pay and benefits beginning with that first day.

ARTICLE XIV

EMPLOYMENT RESTRICTIONS

Section 1. Employment

A. American Citizenship

American citizenship shall not be a requirement for employment. However, in addition to conditions for employment provided elsewhere in this "Agreement", employment of individuals who are not American citizens is subject to laws and regulations of the United States.

B. Part-time/Temporary

There shall be no part-time or temporary help used to do Operation and Maintenance work, with the exception, that there is sufficient proof that an employee shall be absent two (2) days or more. Part-time or temporary help may be used to replace employees immediately who are on vacation.

C. Residence

Effective with the 1983 signing of this Agreement, all bargaining unit employees must reside within the corporate limits of the City of Ecorse for not less than ten (10) years after their hire-in date.

All employees hired after July 1, 1986, shall reside and continue to reside during their employment within the corporate limits of the City of Ecorse.

Section 2. Restrictions

- A. It shall be the general policy of the Ecorse Public Schools that no employee shall carry lighted tobacco in the presence of students.
- B. Any employee found in the possession of alcohol or any employee found under the influence of alcohol during his hours of employment shall be subject to dismissal.
- C. Any employee served with a garnishment will be notified of this by the Administration, and he shall have deducted from his salary any expense involved by the utilization of the school attorney.
- D. Leaving the Building. No employee is permitted to leave the building or premises during his regular hours, or overtime, without permission of their immediate supervisor. If so permitted, the employee must punch out when he leaves and punch in upon return to the job. If the reason for his absence is acceptable, the time lost during regular hours will be charged to the employee's sick bank and he will suffer no loss of pay. If the reason for the absence is not acceptable, or if the absence occurs

during overtime, the employee will not be paid for any time lost.

ARTICLE XV

LEAVES

Section 1. Sick Leave

- A. Employees shall be allowed for certain absences one and one-half (1 1/2) days per month per fiscal year without loss of pay. An employee may accumulate an unlimited number of days in his sick leave bank.
- B. During his employment, an employee shall have available for his use only earned sick leave days. For example, after a month's employment, he shall have one and one-half days available. After two months, three days. If he is absent in excess of his earned accumulative sick leave, deductions shall be made from his salary. At the end of the fiscal school year, however, he shall be reimbursed for such deductions if he has earned sick leave days to his credit at that time. Such reimbursement shall not be carried from one fiscal year to another.
- C. The Ecorse Public Schools will provide Accident-Sickness benefits for employees at the rate of sixty-six and two-thirds percent (66 2/3%) of the salary with a maximum of three hundred twenty-five dollars (\$325.00) per week for a period not to exceed thirteen (13) weeks which will commence on the thirty-first (31st) day following documented accident and/or illness report. Employees will not accumulate sick days when accident and sickness benefits are in effect.

Section 2. Paid Leaves

A. & B. Absences Chargeable to Annual Sick Leave Bank. (All absences should be reported to the Administration as early as possible.)

A. Personal Illness

B. Other specified types:

1. Death in immediate family

(a) Immediate family includes: husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living or making his home in the household of the employee, or for whose funeral arrangements the employee is responsible.

(b) For each death - not to exceed five (5) working days.

(c) All permanent employees may be provided a three (3) day leave for funerals not to be charged against the employee's sick leave bank. This funeral leave provision shall apply only to the following relatives: mother, father, husband, wife, and children.

2. Emergency illness in immediate family. (When necessary care cannot be otherwise arranged) - not to exceed five (5) days.

3. Attendance at funerals of close relatives and friends - not to exceed three (3) days.
4. Attendance at wedding in immediate family - not to exceed three (3) days.
5. Employee's own wedding - not to exceed five (5) days.
6. Quarantines.
7. Required Court Appearance.
8. Transportation failure when no other means of transportation is available - not to exceed three (3) days in any one year.
9. Personal Leave Days

(a) Effective July 1986, all operation and maintenance and clerical personnel may be granted three (3) days for personal use each year which are to be deducted from the individual's sick leave bank.

(b) No employee shall add the three (3) personal use days to the number of days established by the Board of Education in Section B, items 1-8. Any employee desiring time off for personal use shall submit his written request 48 hours in advance. No reason need be given. In the case of an emergency not covered by Section B, items 1-8 of the Annual Leave Day Policy, the employee may call his immediate supervisor to confirm his absence verbally.

- (c) No personal use days may be taken on the scheduled work day before or the scheduled work day after a holiday or used to extend a vacation.
- (d) The number of employees who may be granted personal leave on any one day shall be on the basis of due consideration of the wishes of the employee and the efficient operation of the Ecorse Public Schools.
- (e) Such Personal Leave Days shall be granted on a seniority basis.

C. Disability Leaves

1. In the case of incapacitating injury or illness for which the employee is, or may be, eligible for work disability benefit under Michigan Worker's Compensation Law, such employee may utilize sick leave credits to the extent of the difference between the Worker's Compensation received and the employee's regular base salary or wage.
2. In the case of work disabling injury to an employee caused by an assault upon said employee, while in the performance of his/her duties, by a person not an employee of the Ecorse Public Schools, the Board will pay the full difference between Worker's Compensation and the employee's regular salary, without charge to Sick Bank, as long as the disability exists, or for a period of six calendar months, whichever is shorter. Each case will be reviewed by the Board of Education at the end of said period.

D. Jury Duty

Time for jury duty shall be granted without loss of salary. Time devoted for jury duty shall not be deducted from the employee's Sick Leave Bank. The salary for any employee serving on jury shall be regular daily rate of pay minus the per diem compensation paid by the court, either municipal, county, state, or Federal. Monies paid by the court to the employee for transportation and/or for meals shall not be deducted from the employee's regular rate of pay.

Section 3. Unpaid Leaves

A. Request

Request for leave of absence shall be submitted, in writing, to the Superintendent of Schools prior to the effective leave date. The Superintendent of Schools shall submit such request to the Board of Education at the next regular meeting for the following reasons:

1. Illness Leave

An employee may request illness leave under the following conditions:

- (a) The employee's sick leave bank and disability coverage are exhausted.
- (b) The employee, still being unable to report for duty, shall be considered an active employee without pay for a period of ninety (90) calendar days by the Business Office. During

these ninety (90) calendar days, the Business Office will credit the employee one and one-half (1 1/2) days of accumulative sick leave for each month and pay the Blue Cross- Blue Shield Insurance, Life Insurance, Dental Insurance, and Optical Coverage premiums.

(c) Fifteen (15) calendar days prior to the expiration of the ninety (90) calendar days, if the employee, at that time, feels that he will be unable to return to active duty at the conclusion of the ninety (90) day period, he may file a written request with the Superintendent of Schools to be placed on an illness leave at the conclusion of the ninety (90) day period.

(d) Failure to specifically request an illness leave will automatically terminate the employee's employment with the Ecorse Public Schools, unless the employee can establish by certified doctor's statement that he was, at the expiration of the ninety (90) day period, unable to make such request in his own behalf.

2. Maternity Leave (Shall be treated as an Illness Leave.)

3. Military Leave

Persons granted such leave, upon return to the system, shall start at the salary they would have attained and received had they continued employment.

4. Selective Service

Any employee returning from selective service in the Armed Forces of our country, within ninety (90) calendar days of discharge date, shall be granted the privilege of exercising his seniority, including accumulated service seniority. All employees shall be subject to the provisions of "Soldiers and Sailors Relief Act" and "Veterans Preference Act, As Amended."

B. Time Limits - Pay

1. All leaves shall be without pay. All leaves, except military, shall be without salary increment and without sick leave accumulation.
2. Time limit on leaves of absence.
 - (a) Leaves of absence are not to exceed one year from the effective date of the leave. Exception: Military. The Superintendent of Schools may extend a medical leave based upon a physician's report on the patient.
 - (b) Employee, after termination of leave, shall be returned to employment as soon as possible but not later than one year after the effective date of leave. Employee must present himself for service at termination of leave; otherwise, employment by the School District will be terminated.

ARTICLE XVI

VACATION

Section 1. Permanent 52-week employees who have worked one year will have earned two weeks of vacation at the current rate of pay. Permanent 52-week employees who have worked nine years will have earned three weeks of vacation at the current rate of pay. Permanent 52-week employees who have worked fifteen years will have earned four weeks of vacation at the current rate of pay. Permanent 52-week employees who have worked twenty years will have earned five weeks of vacation at the current rate of pay.

Section 2. All vacations will be scheduled by the Assistant Superintendent for Personnel, or his designee, according to seniority, and will be granted at such time during the school year as they are suitable, considering both the wishes of the employee and the efficient operation of the Ecorse Public Schools.

Section 3. Vacations will be scheduled during the twelve month period following the anniversary date of employment, in accordance with Article IX, Sections 1 and 2 (Seniority) of this Agreement. All vacations shall be scheduled in blocks of at least one (1) whole day. All employees are urged to take their vacations in blocks of at least five (5) days and when schools are not in session.

Section 4. When any of the holidays set forth in this contract are observed during an employee's regularly scheduled vacation, he shall be granted an additional day to be added to the end of his regularly scheduled vacation period.

Section 5. All permanent 52-week employees working less than 40 hours per week shall be entitled to vacation pay in proportion to their scheduled work week. Vacation improvement would apply to all employees covered by this section.

Section 6. Vacation shall not be accumulative. If earned vacation is not made available by the Administration during the vacation period, the employee shall have the option of receiving pay or vacation as approved by the Superintendent.

Section 7. Pay Advance

- A. The provisions of this section apply only to employees who will be on vacation at least five (5) working days. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation, if so requested of the Assistant Superintendent for Personnel, in writing, at least ten (10) working days in advance of the pay date. Should an employee change his vacation, he must make a request, in writing, for his check, ten (10) working days before leaving, if he desires to receive it in advance. The Assistant Superintendent for Personnel shall be responsible for notifying Payroll for the preparation of advance paychecks.
- B. If an employee is laid off or retires, he will receive any unused vacation credit. In the event of an employee's death, the unused portion of his earned vacation shall revert to his estate or his beneficiaries.

ARTICLE XVII

HOLIDAYS

Section 1. Time off with pay shall be given to all permanent 52-week employees for the following holidays:

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

If Memorial Day or the Fourth of July falls on a Tuesday or Thursday, all employees are to be granted the day off, with pay, on the Monday preceding or the Friday following Memorial Day or the Fourth of July.

In addition to the above holidays, time off with pay, shall be given to permanent 52-week employees for the following days:

- A. The Christmas-New year's holiday period will be from Christmas Eve through New Year's Day inclusive unless school is in session during this period due to unforeseen circumstances. Any employee who is not regularly scheduled to work during this period will be granted compensatory time on an hour-per-hour basis if he is required to work. The compensatory time will be granted at a subsequent time convenient to the Employer and the employee and the efficient operation of the Ecorse Public Schools.

Section 2. Employees working the above holidays shall be granted 250% of the regular hourly rate for the hours worked (straight time pay for the holiday and time and one-half for the hours worked on the holiday).

Example: If a holiday falls on Sunday and employees are required to work the following Monday, they shall be paid two and one-half times the regular hourly rate. If a man's regular pay is \$16.00, he would be paid \$16.00 for the holiday, although he does not work. If he does work the Monday following a Sunday holiday, he would receive another \$24.00 which would total \$40.00, or 2 1/2 times his regular rate. Further, if the employee is required to work both Sunday (the holiday) and Monday, he will be paid \$16.00 (straight time) for the Sunday and \$40.00 for the Monday.

Section 3. All permanent full-time employees will be paid for the above holidays provided they work on the scheduled work day previous to and following the holiday, unless a just cause can be established for not reporting on schedule. Sick and vacation time will be considered as time worked.

Section 4. When any of the holidays set forth are observed during an employee's regularly scheduled vacation, he shall be granted an additional day to be added to the end of his regularly scheduled vacation period.

Section 5. Employees working less than fifty-two (52) weeks will receive only those holidays that fall during their work schedule.

ARTICLE XVIII

MEDICAL-HOSPITALIZATION, OPTICAL, DENTAL AND LIFE INSURANCE

Section 1. Medical-Hospitalization

The Ecorse Board of Education, in order to supplement the present Sick Leave Policy, has authorized the Blue Cross-Blue Shield Hospitali-

zation Insurance premiums be paid in full for all permanent full-time employees working 20 or more hours per week and their families under Comprehensive Hospital Care (Basic), MVF I, semi-private room, ML Rider--No cost for x-rays and lab work, Prescription Drug Rider \$2 deductible, Master/Major Medical and COB - Coordination of Benefits. Specifically excluded from the article for payment by the Board of Education are Riders "S", sponsored dependent, and "F", family continuation. Nothing in this article shall deter an employee from adding these riders to his policy for payment by the employee on payroll deductions.

Employees leaving employment by the Board or on leave of absence are not eligible to receive the benefit beyond their last date of employment or date of leaving. The employee, in these instances, is responsible for the full cost of his insurance. Employees desiring the above coverage must contact the Business Office during the registration period in September. The registration period is the only time changes may be made in service. The exception to this is that a change in insurance should be made if there is a change in family status as a result of marriage, birth, adoption, divorce, or death. This change must be made within thirty (30) days after the change occurs. Newly employed employees must enroll within thirty (30) days of the date of their employment.

Section 2. Dental

The Board of Education shall provide dental insurance for the duration of this contract, Class I and II basic benefits, maximum coverage per person per school year, \$700 with 50-50 co-pay, and Class III benefits, \$500 maximum with 50-50 co-pay.

Section 3. Optical

The Board shall provide Optical Insurance coverage for Operation and Maintenance employees and their families, Cooperative Services, Inc. - Plan IV benefits.

Section 4. Life Insurance

The Board of Education will provide term life insurance in the amount of twenty thousand dollars (\$20,000.00) coverage for all permanent employees working twenty (20) or more hours per week.

ARTICLE XIX

LONGEVITY PAY

Section 1. Effective July 1, 1986, longevity pay is authorized by the Ecorse Board of Education for those employees having completed six (6) or more years of accrued service to the Ecorse Public Schools.

A. The schedule of Longevity Pay is as follows:

- | | |
|---|-------------------------------------|
| (1) Beginning the sixth year of employment and continuing through the 10th year of employment | \$75
added to
Base
Salary |
| (2) Beginning the 11th year of employment and continuing through the 15th year of employment | \$150
added to
Base
Salary |
| (3) Beginning the 16th year of employment and continuing through the 20th year of employment | \$250
added to
Base
Salary |

- | | |
|--|-------------------------------------|
| (4) Beginning the 21st year of employment and continuing through the 25th year of employment | \$350
added to
Base
Salary |
| (5) Beginning the 26th year of employment and continuing through the 30th year of employment | \$450
added to
Base
Salary |
| (6) Beginning the 31st year of employment and over | \$550
added to
Base
Salary |

- B. Although the Administration offices will make every effort to place those people on a longevity list, it shall be the responsibility of the individual employee to notify the Business Office when he has completed his tenth year of service in the Ecorse Public Schools.
- C. Longevity pay due any employee in any given fiscal school year will be made in a single lump sum payment on the first payroll date in December.
- D. In the case of retirement, resignation, or death of an employee while in the employ of the Ecorse Public Schools, longevity payments will be made to the employee, his beneficiary, or to his estate, as the case may be, on a prorated basis.

ARTICLE XX

SEVERANCE PAY OR TERMINATION PAY

Section 1. Permanent full-time employees of the Ecorse Public Schools are awarded one and one-half (1 1/2) days per month sick leave

accumulative without limit. Any permanent full-time employee shall, upon severance due to retirement or death, receive pay for one-half of the days accumulated in his sick leave bank. Any permanent full-time employee shall, upon severance for any reason other than retirement or death, receive pay for one-fourth of the days accumulated in his sick leave bank.

- A. The rate of pay shall be computed at the daily rate of the fiscal year in which the employee was last employed. Payment in the case of a deceased employee will be made to the beneficiary or to the estate of the deceased.
- B. Retirement is defined as leaving the services of the Ecorse Public Schools under such circumstances as to be immediately eligible to receive retirement annuity under State Public School Employees Retirement Act.

ARTICLE XXI

RETIREMENT

Retirement of employees will be governed by the Michigan Public School Employees Retirement Fund Law, Act 136 of the Public Acts of 1945, as amended. The employee shall retire not later than June 30th of the fiscal school year in which he reaches his 70th birthday.

ARTICLE XXII

SALARY SCHEDULE/CREDIT UNION DEDUCTION

Section 1. Salary Schedule

The salary schedule for employees in the Ecorse Public Schools shall be set forth in Appendix "A" and no employee shall be hired into the Ecorse Public Schools except in accordance with the provisions of this salary schedule. Employees will be paid bi-weekly on the basis of salary schedule set forth in Appendix "A" and in accordance with the pay date schedule established by the Business Office - barring unforeseen emergencies.

Section 2. Detroit Teachers' Credit Union Deduction

A. Mailing Paychecks to Detroit Teachers' Credit Union:

Employees may authorize the Payroll Department to send their paychecks to the Detroit Teachers' Credit Union. Checks will be mailed on the pay date established by the Business Office for any fiscal school year.

B. Payroll Deduction for Detroit Teachers' Credit Union:

The Employer shall provide a payroll deduction system with the Detroit Teachers' Credit Union for the benefit of all employees. The Employer will make such deductions only upon signed authorization by the employee.

ARTICLE XXIII

GENERAL PROVISIONS

Section 1. Access to Premises

- A. The Union Staff Representative for Council 25 and/or a representative of the International Union shall be permitted to enter into discussion with the President of Local 1496, during working hours only by authorization from the Superintendent's Office.

- B. The Union shall be permitted the use of the building after school hours as follows:
 - (1) Regular monthly meeting to be held on a Saturday which will be mutually agreed upon by the Union and the Board of Education.

 - (2) Special business meetings of the Union and Committee meetings on Union business, provided that such use is requested through the Superintendent's Office, and can be arranged in advance without disrupting other commitments for the use of the premises and without incurring additional cost to the School District. Employees may attend such meetings only on their own time.

Section 2. Union Bulletin Boards

The Union shall be provided adequate bulletin board space in a place readily accessible to employees in each school building for the posting of notices and other materials relating to Union activities. The Union Building Representative shall have the responsibility for posting materials on the bulletin board. No material concerned with partisan politics shall

be posted. Any posted material shall be signed by a designated Union official and an additional signed copy shall be delivered to the Building Principal before posting.

Section 3. Physical or Psychiatric Examination

Employees may be required to submit to a physical and/or psychiatric examination after entering upon their duties. All such examinations shall be made by practitioners approved by the Board of Education, and the cost of same for permanent full-time employees to be borne by the Board of Education. When a disabled employee has received a discharge from his physician, he may request, in writing, a return to employment. Such a request must be accompanied by a statement from a physician approved by the Superintendent of Schools.

After the request has been approved by the Superintendent of Schools, the employee shall be returned to employment not later than a month after such request. Any employee who shows evidence of inability to discharge the duties and responsibilities of his position because of physical illness or other incapacities, shall appeal to the Superintendent of Schools for consideration as to his future status, as provided in Article XIII, Section 6.

Section 4. Mileage

A mileage allowance of twenty cents (\$.20) per mile shall be paid all permanent full-time employees when using their cars for approved school business.

ARTICLE XXIV

SAFETY AND HEALTH

Section 1. Should an employee complain that his work is unsafe or unhealthy, the matter shall be investigated immediately by representatives of the school and union. If the matter is not adjusted satisfactorily, a grievance may be processed according to Article IX of this Agreement.

Section 2. A Health and Safety Committee shall be established, consisting of the Assistant Superintendent for Personnel, the Foreman of Operation and Maintenance, and the Building Principal involved, together with two persons designated by the Union to investigate complaints and make recommendations to the Superintendent of Schools, or his delegated representative, for corrective measures. The Superintendent of Schools shall process such recommendations as expediently as possible.

ARTICLE XXV

DISCRIMINATION

In continuance of the policy established and maintained since the inception of their collective bargaining relationship, the Ecorse Board of Education and Local 1496, AFSCME, AFL-CIO, agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination; and in carrying out their respective obligations under this Agreement, neither will discriminate against any employee on account of race, color, national origin, age, sex, or creed.

ARTICLE XXVI

STRIKE PROHIBITION - NO LOCKOUT

Pursuant to and in accordance with all provisions of Act 336 of the Public Acts of 1947 as amended:

- A. No lockout of employees shall be instituted by the Ecorse Board of Education during the life of this Agreement.
- B. The Union agrees that no strike of any kind shall be caused or sanctioned by the Union during the life of this Agreement.
- C. A strike is defined in accordance with the Public Act 379 of 1965.

ARTICLE XXVII

TERMINATION AND MODIFICATION

It is hereby agreed between the Ecorse Public Schools and AFSCME Local 1496 that the parties' present collective bargaining agreement will be from its nominal expiration date of June 30, 1986, and that a new collective bargaining agreement shall be entered into effective July 1, 1986, through June 30, 1988.

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

- A. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving notice of termination withdraws the same, prior to termination date, this Agreement shall

continue in effect from year to year thereafter, subject to the notice of termination by either party of sixty (60) days' written notice prior to the termination of this Agreement or any extension thereof.

B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall support the nature of the amendment or amendments desired. 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.

C. Notice of Termination or Modification

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, and if to the Employer, addressed to such address as the Union or the Employer may make available to each other.

ARTICLE XXVIII

AGREEMENTS CONTRARY TO LAW

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of last resort or by a court of competent jurisdiction from whose final judgment no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. Those affected

provisions shall be subject to negotiations for resolution.

ARTICLE XXIX

APPROVED COLLEGE WORK

Each employee who has completed thirty (30) semester or forty-five (45) term hours of approved college work or its equivalent shall be paid an additional twenty cents (\$.20) an hour.

An employee desiring to receive the additional increment shall file an official transcript with the Superintendent which indicates the employee has completed thirty (30) semester or forty-five (45) term hours of approved college work or its equivalent. For Office Clerical employees, any college courses completed prior to January 1, 1974, may not be used in the computation of the required course work. For all other bargaining unit employees, course work completed prior to December 19, 1983, may not be used.

These approved courses shall be related to the work performed by the employee. Prior to enrollment for eligible course work, a plan of study must be approved by the Administration. An employee submitting an official transcript, from an accredited institution, for placement on an advanced salary step shall be paid beginning the first day the transcript is received.

ARTICLE XXX

EXECUTION

This Agreement will be executed when it has been:

- *A. Ratified by the Union voting at a meeting duly called for such purpose, and

**B. Approved by the Ecorse Board of Education by resolution, duly adopted.

Any notices required hereunder shall be sufficient if mailed:

To the Board:	To the Union:
c/o Superintendent of Schools	c/o The President
Ecorse Public School System	Local 1496
27385 W. Outer Drive	AFSCME, AFL-CIO
Ecorse, MI 48229	at his residence

or personally served upon either party.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

Board of Education The Ecorse Public School System	American Federation of State, County & Municipal Employees, Local 1496
---	--

For the Board:

For the Union:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Not as a part of the contract, but in a letter of understanding, Local 1496 has agreed to participate in an annual evaluation of jobs and personnel needs. Such an annual evaluation is necessitated by our constantly declining enrollment and building use.

Such a study would be conducted by representatives of the Board of Education and members of the Union in each building. The study procedure would be agreed upon in principle by both the Board of Education and Local 1496 prior to the finalization of this Agreement.

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGAN

OPERATION AND MAINTENANCE AND
OFFICE CLERICAL HOURLY RATE SCHEDULE

JOB CLASSIFICATION	1985-86	1986-87	1987-88
Chief High School Engineer	\$ 9.755	\$10.335	\$10.905
High Schoool Engineer	9.423	10.023	10.573
Elementary Custodian-Engineer	9.423	10.023	10.573
Semi-Skilled Maintenance	9.063	9.663	10.213
General Maintenance	8.962	9.562	10.112
Stockroom-Deliveryman	8.84	9.34	9.89
Custodian	8.84	9.34	9.89
Unskilled Maintenance	8.84	9.34	9.89

Office Clerical Per Schedule Below:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1985-86:							
Schedule A	\$ 7.95	\$ 8.06	\$ 8.215	\$ 8.427	\$ 8.577	\$ 8.71	\$ 8.84
Schedule B	8.80	8.96	9.12	9.27	9.40	9.53	
Schedule C	9.38	9.54	9.699	9.849	9.98	10.11	
1986-87							
Schedule A	\$ 8.45	\$ 8.56	\$ 8.715	\$ 8.927	\$ 9.077	\$ 9.21	\$ 9.34
Schedule B	9.30	9.46	9.62	9.77	9.90	10.03	
Schedule C	9.88	10.04	10.199	10.349	10.48	10.61	
1987-88							
Schedule A	\$ 9.00	\$ 9.11	\$ 9.265	\$ 9.477	\$ 9.627	\$ 9.76	\$ 9.89
Schedule B	9.85	10.01	10.17	10.32	10.45	10.58	
Schedule C	10.43	10.59	10.749	10.899	11.03	11.16	

All new employees shall receive, during the ninety (90) days' probationary period, a salary 10% less than the salary classification in which the new employee is assigned.

In addition to the above salary schedule, an additional \$.15 per hour is to be paid those employees on the afternoon shift starting on or after 3:00 p.m.

Office clerical employees who are scheduled for either forty-two (42) or forty-four (44) weeks shall have their pay spread as has been done in accordance with payroll procedures and practice.

Fringe benefits related to the accretion process became effective December 19, 1983.

SCHEDULE OF CLERICAL POSITIONS
AS OF DECEMBER 19, 1983

SCHEDULE A:

- (42-Week) Secretary to Principal, K-7
- (44-Week) Secretary to Director of Guidance
- (52-Week) PBX Operator-Receptionist
- (52-Week) Secretary to Supervisor of Special Education and Child Accounting
- (52-Week) Secretary and Extracurricular Accounts Bookkeeper
- (42-Week) Secretary to Assistant High School Principal - Attendance

SCHEDULE B:

- (52-Week) Secretary to Director of Special Services
- (52-Week) Junior Bookkeeper-Payroll
- (52-Week) Secretary to High School Principal
- (52-Week) Secretary to Assistant Superintendent for Business and Finance

SCHEDULE C:

- (52-Week) Payroll-Bookkeeper

