

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Mr. J. Sydney

8/31/84

**AGREEMENT
BETWEEN THE**

SCHOOL DISTRICT OF MUSKEGON HEIGHTS

and

**MUSKEGON HEIGHTS SCHOOL EMPLOYEES' UNIT
LOCAL #201, COUNCIL #25**

of the

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

1982 - 1984

Muskegon Heights Public Schools

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. RECOGNITION-----	1
II. AID TO OTHER UNIONS-----	1
III. MAINTENANCE OF MEMBERSHIP AND AGENCY SHOP-----	1
IV. CHECK-OFF-----	2
V. UNION REPRESENTATION-----	3
VI. GRIEVANCE PROCEDURE-----	3
VII. MEETINGS-----	5
VIII. COMPUTATION OF BACK WAGES-----	5
IX. DISCHARGE AND DISCIPLINE-----	5
X. SENIORITY-----	6
XI. SENIORITY LISTS-----	6
XII. LOSS OF SENIORITY-----	7
XIII. SENIORITY OF OFFICERS AND STEWARDS-----	7
XIV. SHIFT PREFERENCE-----	7
XV. SUPPLEMENTAL AGREEMENT-----	7
XVI. LAYOFF DEFINED-----	8
XVII. RECALL PROCEDURE-----	8
XVIII. TRANSFERS-----	8
XIX. POSTING PROCEDURES-----	9
XX. VETERANS-----	9
XXI. VETERANS LAW-----	10
XXII. EDUCATIONAL LEAVE-----	10
XXIII. LEAVE OF ABSENCE-----	10
XXIV. LEAVE FOR UNION BUSINESS-----	11
XXV. SICK LEAVE-----	11
XXVI. HOLIDAY PROVISIONS-----	12
XXVII. VACATION ELIGIBILITY-----	12
XXVIII. VACATION PERIOD-----	13
XXIX. PAY ADVANCE-----	14
XXX. FUNERAL LEAVE-----	14
XXXI. ON-THE-OB INJURY-----	15
XXXII. WORK HOURS, SHIFT PREMIUM AND HOURS-----	15
XXXIII. TIME AND ONE-HALF AND DOUBLE TIME-----	16
XXXIV. RATES FOR NEW JOBS-----	16
XXXV. UNION BULLETIN BOARDS-----	16
XXXVI. RETIREMENT-----	16
XXXVII. HOSPITALIZATION-----	17
XXXVIII. JURY DUTY-----	17
XXXIX. TEMPORARY, SUBSTITUTE AND SEASONAL EMPLOYEES-----	17
XL. CONTRACTING OF WORK-----	18
XLI. CLASSIFICATION AND RATES (PER HOUR)-----	18
XLII. TEMPORARY ASSIGNMENTS-----	19
XLIII. MANAGEMENT'S RIGHTS CLAUSE-----	20
XLIV. JOB DESCRIPTION-----	20
XLV. TERMINATION AND MODIFICATION-----	22
XLVI. EFFECTIVE DATE-----	22
SIGNATURE PAGE-----	23
LETTER OF AGREEMENT-----	23

AGREEMENT

This Agreement is entered into on the 1st day of November, 1983, between the School District of Muskegon Heights (hereinafter referred to as the "Employer") and Local 201, School District of Muskegon Heights Employees Unit, affiliated with the International Union of the American Federation of State, County and Municipal Employees, and Council #25, AFL-CIO (hereinafter referred to as the "Union").

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

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

ARTICLE 1. RECOGNITION - Employees Covered.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer excluding Teachers, Office Clerical and Supervisors.

ARTICLE II. 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 during the term of this Agreement.

ARTICLE III. MAINTENANCE OF MEMBERSHIP AND AGENCY SHOP

A. An Employee who is a member of the Union on the effective date of this Agreement shall continue his membership for the duration of this Agreement to the extent of paying membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

B. An employee who is not a member of the Union on the effective date of this Agreement, but who joins during its term, shall thereafter, for the duration of this Agreement, continue his membership in the Union to the extent of paying membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

C. An employee who is not a member of the Union on the effective date of this Agreement shall not be required to join the Union. However, so long as he remains a non-member, during the term of this Agreement, he shall, through the check-off procedure of Article IV, contribute an amount equal to Union dues, as above defined, to the Union.

D. An employee hired after the effective date of this Agreement shall become a member of the Union or contribute an amount equal to Union dues as above defined to the Union no earlier than the thirtieth (30th) day following his first day of work and no later than the date on which he acquires seniority. He shall remain a member of the Union or contribute an amount equal to Union dues, as above defined, to the Union to the extent of paying membership dues, as above defined, for the duration of this Agreement.

ARTICLE IV. CHECK-OFF

A. The school agrees to deduct from an employee's pay his Union dues as above defined, or his alternative contribution, which he owes pursuant to Article III, once each month from the first pay check for the duration of this Agreement. The school's duty to check-off shall be subject to the following sub-sections.

B. The Union shall furnish and obtain from each of its members and the Chapter Chairman shall deliver to the Assistant Superintendent a signed copy of a written authorization for the above deduction of money owed to the Union, on the Union's standard form for this purpose. The school shall furnish to an employee who is to make an alternative contribution a form appropriate for this purpose, and he shall sign it; both such forms shall comply with any applicable requirements of State or Federal law.

1. Any deduction authorization form furnished by the Union which the schools believe to be incomplete or in error will be returned to the Chapter Chairman within five (5) working days, with written notation of the reason for its return, and no check-off shall be made under such a form until the deficiency is corrected.
2. Any dispute as to a Union deduction authorization form shall be discussed between the school's personnel officer and the chapter chairman. If they are unable to resolve the matter, the Union may submit it in Step 3 of the grievance procedure.

C. The School shall check-off only obligations which come due at the time of check-off, and will make check-off deduction, and the school will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.

D. The School will send to the designated financial officer of Michigan Council #25 a check in the amount of each total deduction made in the Union's behalf, with a list for whom dues have been deducted, no later than two (2) calendar weeks after the payday on which the deduction is reflected.

The School will also provide the Union with the names of new employees added in the bargaining unit positions and names of employees in the bargaining unit for whom no dues were deducted, and the reason why.

E. Save Harmless. The Union agrees to indemnify and save the District harmless against any and all legal claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with this article.

ARTICLE V. UNION REPRESENTATION

For the purpose of handling complaints and grievances, under the grievance procedure, there shall be:

A. Chief Steward: One steward on each shift, and an alternate who shall act in the absence of a steward.

B. Any steward when called upon by the Union, or an employee, to investigate a complaint or handle a grievance; the Chief Steward or Chapter Chairman to handle grievances at their level; or for official union business pertaining to the Chapter during regularly scheduled working hours, shall notify his immediate supervisor that he is to investigate a complaint or handle a grievance or union business, the nature of such complaint or grievance or union business, if known, the location and the approximate time required. His immediate supervisor shall grant the necessary time for such duties as soon as possible.

C. Authorized time spent during regular scheduled working hours by stewards, officers or members of the bargaining committee shall be paid for at the regular rate of pay. The Union will furnish to the Employer a list of the stewards, alternates, officers and members of the bargaining committee and the Employer will notify the Union of its representatives in the grievance procedure.

ARTICLE VI. GRIEVANCE PROCEDURE

Any employee or group of employees having a dispute arising during the term of this agreement relating to the meaning, application, interpretation or alleged violation of the terms of this agreement or to matters of discipline or other conditions of work may take the matter up with the Employer for settlement providing:

Step 1: An employee who has a complaint must submit said complaint orally to the immediate supervisor within ten (10) working days after the occurrence of the event or after the employee has knowledge of the event upon which the complaint is based provided the appropriate steward is present. The immediate supervisor shall give the employee an oral answer to the complaint within five (5) working days after the complaint has been submitted.

Step 2: If the grievance is not then settled, it shall be reduced to writing on a grievance form and presented to said Director of Maintenance, Custodial Supervisor or the Transportation Supervisor for a written answer. Such presentation shall be made within three (3) working days after the answer in Step 1 above, and the answer shall be given within three (3) working days after receipt of same.

Step 3: If the answer of the Director of Maintenance, Custodial Supervisor or the Transportation Supervisor is not satisfactory, then the Chief Steward may present the grievance to the Superintendent of Schools not more than five (5) working days following the answer of the Director of Maintenance, Custodial Supervisor or the Transportation Supervisor in paragraph above. The decision of the Superintendent shall be given in writing, within five (5) working days thereafter.

Step 4: If the answer of the Superintendent is not satisfactory, the Chapter Chairman may submit the grievance to the Superintendent of Schools no later than five (5) working days after receipt of the answer in Step 3, who will refer the grievance to the Board of Education. Within ten (10) calendar days after the date the grievance is received by the Superintendent of Schools, the parties shall mutually arrange for a meeting to discuss the grievance or grievances. At least two (2) representatives of the Union and at least two (2) representatives of the Board of Education shall be present at the meeting to discuss the grievance or grievances. The Board shall answer the grievance(s) in writing within five (5) working days from the date the meeting is held.

The time limits set forth herein are deemed to be of the essence and failure by the Union to appeal within said time limits shall be deemed as an acceptance of the last answer of the Employer. Failure of the Employer to answer within the time limits shall be deemed a denial of the grievance and it may then be appealed to the next step.

At any step of the grievance procedure the time limits may be extended by agreement in writing signed by both parties. Either party may have outside representatives present at any step of the grievance procedure.

Step 5: If the grievance is still unsettled, the Union may, within thirty (30) days after the written reply of the Employer's Representative, request arbitration by written notice to the Employer.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to agree to an arbitrator, an arbitrator will be selected by the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pay for the record and make copies available without charge to the other party and to the arbitrator.

ARTICLE VII. MEETINGS

Regular meetings may be held between the Union representatives and the Superintendent at such times as may be agreed upon, but no less than once every three (3) months. Members of the Union who are in attendance at such meeting during their regular working hours shall be compensated for the time spent at their straight-time hourly rate.

ARTICLE VIII. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, or overtime, whichever is applicable.

ARTICLE IX. DISCHARGE AND DISCIPLINE

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward in the district of the discharge or discipline.

The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the district at a place made available by the Employer before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or discipline with the employee and the steward.

Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The employer will review the discharge or discipline and give its answer in writing 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.

Except for infractions involving morals, in imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE X. SENIORITY

A. New employees hired into the unit shall be considered as probationary employees for the first forty-five (45) working days of their employment. The forty-five (45) working days probationary period shall be accumulated within not more than one hundred and twenty (120) calendar days. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the first day the employee was employed (the date the employee first reported to work). There shall be no seniority among probationary employees.

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 as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Union activity.

C. Seniority shall be on a District-wide basis, in accordance with the employee's last date of hire.

ARTICLE XI. SENIORITY LISTS

A. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

B. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

C. The Employer will keep the seniority list up-to-date at all times and will provide the local union membership with up-to-date copies at least every six (6) months.

D. The Employer shall notify the Union's Chapter Chairman in writing of any changes in the status of the seniority list within five (5) days thereafter.

ARTICLE XII. LOSS OF SENIORITY

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

A. He quits or retires.

B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

C. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

D. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

E. Return from sick leave and leaves of absence will be treated the same as Section C above.

ARTICLE XIII. SENIORITY OF OFFICERS AND STEWARDS

Notwithstanding their position on the seniority list, the Chapter Chairman, Chapter Secretary, Chief Steward and stewards of the Local Union shall in the event of a layoff only, be continued at work at all times, provided they can perform any of the work available.

ARTICLE XIV. SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority and qualifications within the classification.

ARTICLE XV. SUPPLEMENTAL AGREEMENT

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE XVI. LAYOFF DEFINED

A. The word "layoff" means a reduction in the working force due to a decrease of work or funds provided the Employer certifies to the Union the financial status of the school district which requires the layoff.

B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Article X, Section C, and Article XIII with the least seniority. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for Special Conference, and if not resolved, it shall then be subject to the final step of the grievance procedure (arbitration).

C. Employees to be laid off will be given at least five (5) working days' advance notice of layoff. The Chapter Chairman shall receive a list from the Employer of the names of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE XVII. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article X, Section C., and Article XIII with the most seniority. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to notify the Employer within five (5) working days of his desire to return to work and fails to return within fourteen (14) calendar days after receiving notification, he shall be considered a quit.

ARTICLE XVIII. TRANSFERS

A. Transfer of Employees.

If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in the Agreement.

B. The Employer agrees that in any movement of work not covered above in Article XVIII, Section A, he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE XIX. POSTING PROCEDURES

A. All newly-created positions and job openings within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies shall be posted within ten (10) working days from the date of the opening unless the position is not going to be filled at the present time. Job vacancies will be posted for a period of five (5) working days, setting forth the position, minimum requirements, location and shift for the position in a conspicuous place in each building. Each employee interested shall apply within the five (5) working days' posting period. The senior employee applying for the position and who meets the minimum requirements shall be granted a thirty (30) day trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

Disposition of the position shall be made within ten (10) working days after the posting period.

In the event the senior applicant is denied the position, reasons for denial shall be given in writing to the employee. In the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

B. During the thirty (30) day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure

C. During the trial period, employees will receive the rate of the job they are performing.

D. Employees required to work in a higher classification shall be paid the rate of the higher classification.

E. The assistant to the Supervisor of Maintenance may be selected from the Bargaining Unit by the Employer.

F. The Employer agrees to provide the Chapter Chairman with a copy of each job posting at the same time they are posted, and further notify him in writing of the names of the employees who bid for the job, and to whom the position was awarded within ten (10) working days after the posting period.

ARTICLE XX. VETERANS

A. Reinstatement of Seniority Employees.

Any employee who enters into active service in the armed forces of the United States, upon the termination of such services, shall be offered reemployment in his previous position or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

B. A probationary employee who enters the armed forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time spent in the armed forces, plus sixty (60) days.

ARTICLE XXI. VETERANS LAW

Except as hereinbefore provided the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.

ARTICLE XXII. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Employees who are instated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

ARTICLE XXIII - LEAVE OF ABSENCE

A. Leaves of absence for reasonable periods not to exceed one (1) year will be granted upon written application to the Employer. Within five (5) days after receipt of the application the Employer shall grant in writing the request for leave (with a copy to the Union's Chapter Chairperson) without loss of seniority for the following reasons:

1. Serving in any elected position (public or union).
2. Maternity leave.
3. Illness leave (physical or mental).
4. Serving in an appointed position with the Council or International Union.
5. Prolonged illness in immediate family.

B. Such leave may be extended for like cause. Failure to return to work at the expiration of a leave of absence, or the extension of a leave of absence, shall constitute a loss of seniority.

C. Employees shall accumulate seniority only during all authorized leaves of absence and will retain but not accumulate any benefits, except in accordance with Article XXXVII, Section B.

D. Employees returning early from a leave of absence shall send written notice to the Employer at least five (5) days prior to the date he will report to work.

ARTICLE XXIV. LEAVE FOR UNION BUSINESS

A. Members of the Union elected to Local Union positions or elected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be reemployed at work with accumulated seniority.

B. Members of the Union elected to attend a function of the International Union such as conventions or education conferences shall be allowed time off without pay to attend such conference and/or conventions.

ARTICLE XXV. SICK LEAVE

A. All employees covered by this Agreement shall accumulate one (1) sick leave day per month as earned, not to exceed twelve (12) days per year, with one hundred and eighty (180) days' accumulation.

B. One-half of the unused sick leave days shall be paid at an employee's prevailing rate upon retirement, or upon death, to the employee's beneficiary.

C. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of all benefits referred to in this Agreement. The Employer agrees to notify the employee within five (5) days prior to the date that his sick leave is depleted by registered mail (with a copy to the Union's Chapter Chairperson). To retain seniority, the employee shall be required to comply with Article XXIII.

D. All Bus Drivers shall receive sick leave in accordance with the Agreement based on their regular schedule of hours per day.

E. The Employer may require a physician's statement to support an absence for illness which exceeds five (5) consecutive working days.

ARTICLE XXVI. HOLIDAY PROVISIONS

A. All employees covered by this Agreement shall receive the following paid holidays:

New Year's Day	Day after Thanksgiving Day
The last four (4) hours of an employee's shift on Good Friday	Day before or the day after Christmas Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	One & one-half (1½) days per year as designated by the Employer
Thanksgiving Day	

The designated holidays as above provided shall be established by the Employer each year of Contract, with at least two (2) weeks' advance notice in writing to the employees and the Union. The employee shall notify the Director of Maintenance within five (5) working days prior to his birthday. In case the employee's birthday falls on a paid holiday, vacation or weekend, employees shall take the day before or the day after.

B. Should a holiday fall on a Saturday or Sunday, the day before or the day after shall be considered as the holiday, whichever is more applicable.

C. All Bus Drivers shall receive paid holidays with pay based on their regularly scheduled hours per day as follows: Four (4) hours on Good Friday, provided they work the day before; Memorial Day, provided they are regularly scheduled to work after the holiday; the Fourth of July, provided they are regularly scheduled to work prior to and after the holiday; Labor Day, provided they are regularly scheduled to work prior to the holiday; Thanksgiving Day and the day after Thanksgiving Day; the day before or the day after Christmas (whichever is more applicable) and Christmas Day; New Year's Day; and one and one-half (1½) days per year as designated by the Employer in Section A above, provided they work their regular scheduled day before and their regular scheduled day after.

ARTICLE XXVII. VACATION ELIGIBILITY

An employee shall earn credits toward vacation with pay, per year, in accordance with the following schedule to be computed from July 1 through June 30 of each year:

Maximum

- A. 5/6 of a day per month for 0 through 7 years- 10 workdays
- B. 1 3/12 days per month beginning the 8th year through 12 years - 15 workdays
- C. 1 2/3 days per month beginning the 13th year and over - 20 workdays
- D. The vacation eligibility schedule shall be computed in accordance with the employee's date of hire.

Example on how to figure vacation days:

John Doe: $5/6 \times 12$ months = 10 working days

Date of employment 1-1-65 -- 9 years as of 1-1-74;

7-1-73 to 12-31-73 = 6 months \times 5/6 day per month = 5 workdays;

1-1-74 to 6-30-74 = 6 months \times 1 3/12 days per month = 7½ workdays;

Total as of 6-30-74 = 12½ workdays.

E. Every attempt shall be made by custodians to use vacations when school is not in session during the months of June, July and August.

F. All Bus Drivers shall receive paid vacations in accordance with the Agreement at their straight-time regular rate. The pro-rata vacation pay shall be based on an actual hours worked formula where two thousand eighty (2,080) hours equals full vacation benefits. Every attempt shall be made to use vacation when school is not in session.

ARTICLE XXVIII. VACATION PERIOD

A. All employees who make their vacation requests prior to May 10 of each year shall be honored by the Employer on the basis of seniority. All vacations shall be posted on a bulletin board in each department by the Employer prior to June 1 of each year. Vacation requests submitted after May 10 of each year will be granted at such time during the year as are suitable, considering the employee's request and the efficiency of the operation concerned. All vacation requests shall be submitted in writing with at least two (2) weeks' advance notice to their immediate supervisor. The immediate supervisor shall acknowledge the request within three (3) working days to the employee, in writing, and posted on the vacation notice on the bulletin board.

B. Vacations may be taken in a period of one or more consecutive days in any one week and/or split into one or more weeks providing such scheduling does not seriously interfere with the operation of the schools.

C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

D. A vacation may not be waived by an employee and extra pay received for work during that period.

E. If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation may be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

ARTICLE XXIX. PAY ADVANCE

A. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

B. If an employee is laid off or leaves the school employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

C. Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

ARTICLE XXX. FUNERAL LEAVE

A. An employee shall be allowed four (4) working days as funeral days not to be deducted from sick leave for a death in the immediate family. Immediate family is defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son, Daughter, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Grandparents, or a member of the employee's household.

B. An employee shall be allowed one (1) working day as a funeral leave day, not to be deducted from sick leave, for a death of a Brother-in-law, Sister-in-law, or grandchildren.

C. If additional time is needed for travel the employee may be granted up to three (3) days with the prior approval of the Employer.

ARTICLE XXI. ON-THE JOB INJURY

Each employee will be covered by applicable Workmen's Compensation laws and the Employer further agrees that any employee being eligible for Workmen's Compensation income, an amount to be deducted from his sick leave sufficient to make up the difference between Workmen's Compensation and his regular weekly income until his return to work or his sick leave is used up.

ARTICLE XXXII. WORK HOURS, SHIFT PREMIUM AND HOURS

- A. Employees who work on the second or third shift shall receive, in addition to their regular pay, .10 on the second shift and .15 on the third shift, per hour additional. The premiums provided for in this section shall be effective September 1, 1983.
- B. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.
- C. All employees are expected to be at their regularly assigned building at their scheduled starting time and there shall be no split shifts except for dinner which is not included in the regular day and shall not exceed one (1) hour; provided, however, where the schedule will permit by mutual agreement, in writing, a copy to the Chapter Chairman, the dinner period shall be one-half ($\frac{1}{2}$) hour. Maintenance personnel and custodians in buildings with two (2) shifts will be allowed one-half ($\frac{1}{2}$) hour lunch.
- D. The regular work week for all full-time employees shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday.
- E. Where the work load does not require full-time employees, part-time employees may be hired for the required number of hours. All provisions of the agreement shall be paid on a pro-rata basis to part-time employees.
- F. Employees may take a "coffee break" in the a.m. and also a "coffee break" in the p.m. or the first half and second half of their regular shift, whichever may apply, not to exceed fifteen (15) minutes each.
- G. An employee called in for overtime duty shall be guaranteed at least two (2) hours' pay at the rate of time and one-half excluding regularly scheduled building checks, which are paid at the rate of time and one-half for actual hours.
- H. Overtime will be on a rotating basis within each building in an attempt to equalize overtime whenever possible within classification.

ARTICLE XXXIII. TIME AND ONE-HALF AND DOUBLE TIME

Time and one-half and double time shall be paid as follows:

A. Employees will be paid time and one-half for all hours worked other than their regular scheduled shift, and for all hours worked on Saturday.

B. Double time will be paid for all hours worked on Sunday and holidays, plus holiday pay.

C. For the regular shift, refer to Article XXXII.

ARTICLE XXXIV. RATES FOR NEW JOBS

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

ARTICLE XXXV. UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union officials and stewards for posting Union notices and information.

ARTICLE XXXVI. RETIREMENT

All employees who reach the age of 70 on or before July 1 of any year shall be retired on that date, unless conditions warrant temporary retention.

The Board of Education reserves the right to require retirement prior to age 70 of any employee whose physical or mental health makes it impossible for such person to meet the normal obligations of his regular assignment.

All school employees come under the Michigan Public School Employees Retirement Fund, as created under Act No. 184 of the Public Acts of 1937, as amended, and the Michigan Public School Employees Retirement Fund as created under Act No. 56 of the Public Acts of 1941.

Effective September 1, 1976, the Employer shall pay the employee cost of the contribution toward the Michigan Public School Employees' Retirement Fund.

ARTICLE XXXVII. HOSPITALIZATION/LIFE INSURANCE

A. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be MESSA Super Med II. Effective September 1, 1979, a 60/40 Dental Plan will be added. Effective September 1, 1983 Optical Insurance as provided to the teachers' bargaining unit will be added.

B. Insurance coverage for employees off work on paid sick leave shall continue through the month following the month in which such employee has used all of his accumulated sick leave.

C. Cafeteria employees: Full hospitalization and medical care coverage in accordance with the Agreement, September through May. During the months of June, July, and August, the employee will be required to make payment to the Employer for coverage.

D. Bus Drivers: Employee only hospitalization and Medical care coverage in accordance with the Agreement will be provided on a year-around basis effective September 1, 1983.

E. Life Insurance. In addition to any insurance provided under MESSA Super Med II, the Employer agrees to provide an additional 10,000 in life insurance coverage.

ARTICLE XXXVIII. JURY DUTY

The Employer shall make up the difference between jury duty pay and the employee's full pay if the employee is required to serve as a juror or subpoenaed as a witness for other than his own personal affairs provided the employee gives the Employer reasonable notice.

ARTICLE XXXIX. TEMPORARY, SUBSTITUTE AND SEASONAL EMPLOYEES

A. Temporary Employees: A temporary employee is one who is employed to work in a regular position during the absence of a regular employee who is on extended leave of absence, as provided in accordance with Article XXIII or Article XXXI. Employees employed as provided by this section shall receive any and all benefits that are provided for in this Agreement that a probationary employee would be entitled to. If a temporary employee works beyond the length of the probationary

period or is retained as a regular full-time employee, he shall have seniority from his last date of hire as a temporary employee. If the position he is filling becomes vacated, the position shall be posted in accordance with the regular posting procedure as provided in this Agreement. A temporary employee who acquires seniority shall be required to bid for the first job posted and be awarded a permanent position in order to maintain employment and seniority. For the purpose of this section, the seniority rights of temporary employees shall not apply to Article XIII, XVI, and XVII.

B. Substitute Employees: A substitute employee is one who is used on an intermittent call-in basis due to absence caused by vacation, sickness or call-ins and shall not be regularly assigned. It is expressly understood that a substitute shall not be used to replace, displace, or take the place of regular employment when other full-time employees are available. Further, they shall not be covered by this Agreement, nor shall they acquire seniority, except they shall receive the starting rate of the position they are performing.

C. Seasonal Employees: During the summer months, all seasonal jobs shall be offered to the bargaining unit prior to hiring seasonal employees. Seasonal employees shall be defined as employees used to perform seasonal work when school is not in session. They shall not be used to take the place of full-time employment; they shall not work in regular job classifications (except where otherwise provided), or work overtime. It is understood that the provisions of this Agreement do not apply to these seasonal employees.

ARTICLE XL. CONTRACTING WORK

There shall be no subcontracting or contracting of work during a layoff or which would require a layoff.

ARTICLE XLI. CLASSIFICATION AND RATES (PER HOUR)

A. Effective September 1, 1983:

<u>Classification</u>	<u>Start</u>	<u>90 Days</u>	<u>6 Months</u>	<u>1 Year</u>	<u>18 Months</u>
Head Maintenance	7.87	8.02	8.19	8.57	8.76
Maintenance	7.11	7.35	7.42	7.65	7.86
Head Custodian	6.84	7.08	7.15	7.38	7.60
Custodian	6.45	6.70	6.84	7.15	7.40
Bus Driver	6.57				

B. The rates provided for in Section A of this Article shall be paid retroactively to September 1, 1983. In addition, thirty cents (30¢) per hour added to the rates in effect as of August 31, 1982 shall be paid on all hours worked from September 1, 1982 until August 31, 1983. All retroactive pay will be paid in a single, separate payroll check.

C. A stand-by rate or down-time may be paid to a bus driver during field trips or extra trips. The rate will be \$5.70 per hour, effective September 1, 1982. It will be increased to \$5.80 per hour effective September 1, 1983.

D. Experienced people may be given credit for acceptable experience. The evaluation of experience to be made by the Director of Maintenance and shall show on the seniority list for credit for wages only.

E. Longevity. Each employee covered by this Agreement will be eligible to receive semi-annual longevity payments in accordance with the following schedule:

<u>Completed Years of Service By Payment Date</u>	<u>Annual Longevity</u>	<u>Payment on Payment Dates of Jan. 1 and July 1</u>
5 years	\$ 80.00	\$ 40.00
10 years	\$150.00	\$ 75.00
15 years	\$250.00	\$125.00
20 years	\$350.00	\$175.00

Any employee who has completed five, ten, fifteen or twenty years of service by the payment date of January 1st or July 1st shall be eligible for that longevity payment. The first payment shall be made January 1, 1981.

ARTICLE XLII. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who requests the assignment in writing and who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. The Employer will notify the Union's Chapter Chairman as soon as a temporary vacancy exists, and as soon as possible thereafter confirm such vacancy in writing.

ARTICLE XLIII. MANAGEMENT'S RIGHTS CLAUSE

The Board, on its 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 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 right:

- a. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- b. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- c. To publish and after publication, enforce work rules. All new employees shall receive a copy of the work rules upon entering employment.

The exercise of the foregoing powers, rights, authority, 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 by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States, subject to the Union's right to grieve in accordance with the express terms of this agreement.

ARTICLE XLIV. JOB DESCRIPTION

A. Maintenance Employees:

1. Maintenance personnel shall be responsible for services required for repair, maintenance, alteration and construction of buildings, grounds and equipment.

They shall be responsible to the Supervisor of Maintenance and shall perform services on work orders approved by him. They shall be responsible for notifying the supervisor of maintenance of repairs or replacements that may be necessary to maintain buildings and equipment.

Their services normally will encompass only those items requiring equipment and skill not possessed by the building custodian.

B. Classification and Duties of Maintenance Employees:

1. Carpenter-Mechanic

The person holding this position shall be considered head of the building trade department and in addition to his normal duties as a mechanic, shall be responsible for planning, assigning and supervising work assigned to his department. He shall supervise other departmental workers, requisition necessary supplies, keep required records and submit reports as required. He shall be responsible for care and safe keeping of equipment and materials assigned to his department.

2. Maintenance Assistant

Persons holding this position shall perform repair and maintenance jobs associated with their trade at the direction of the department head or Supervisor of Maintenance.

C. Custodial Services:

1. Responsibility of Custodial Employees:

Custodial employees shall be supervised by and be responsible to the Supervisor of Maintenance.

2. Duties of Custodians:

The persons employed in this position shall in general be responsible for cleaning the building, care and cleaning of equipment in the building, operation, care and cleaning of heating and ventilating systems and care of grounds and equipment on the grounds. This shall be done at an acceptable standard at all times.

Where required, they shall provide sufficient heat to protect the building and contents on weekends. They shall repair and maintain the building and its equipment to the extent that they are capable of doing a first-class job.

They shall report to the office of the Supervisor of Maintenance, by requisition, any need for skilled service. In case of emergency or urgent need, they shall telephone a report to the Office of the Supervisor of Maintenance. They shall requisition supplies needed in their building in the prescribed manner and be responsible for such supplies.

Custodial employees shall comply with all reasonable requests for service by the building principal.

D. Work Schedule:

1. Building with one employee.

In buildings having one employee, the Supervisor of Maintenance shall have the right to arrange the schedule so that duties may be performed. Any changes in the Schedule shall be communicated to the employee at least one week in advance of the scheduled change. Such change may be made by the Board for bonafide changes in the school program and/or schedule.

In buildings where two or more persons are employed, regular shifts shall be established, arranged to avoid need for overtime to the fullest possible extent.

ARTICLE XLV. TERMINATION AND MODIFICATION

This Agreement shall become effective as of September 1, 1982, and continue in full force and effect until 11:59 p.m., August 31, 1984.

A. If either party desires to amend and/or 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 a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.

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 set forth the nature of the amendment or amendments desired. If notice of amendment of the Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days' written notice or termination. 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, to Council #25, AFSCME, 1034 N. Washington, Lansing, Michigan 48906; and if to the Employer, addressed Muskegon Heights, Michigan; or to any such address as the Union or the Employer may make available to each other.

ARTICLE XLVI. EFFECTIVE DATE

This Agreement shall become effective September 1, 1982.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 27th day of December, 1983.

MUSKEGON HEIGHTS SCHOOL
EMPLOYEES' CHAPTER OF LOCAL 201
COUNCIL 25, AFSCME, AFL-CIO:

SCHOOL DISTRICT OF
MUSKEGON HEIGHTS:

FOR THE UNION:

FOR THE EMPLOYER:

Gary Patterson

Paul [Signature]

Charles [Signature]

Robert A. [Signature]

Otis [Signature]

Samuel C. [Signature]

Sherron [Signature]

Woodrow [Signature]

Date Executed:

2/7, 1983 scj

LETTER OF AGREEMENT

The parties mutually agree that Article XXXIX will be interpreted so as to assure that in order for Section A to apply, a temporary employee will have to work in a single position for the required number of days. Likewise, the provisions of Section A will also apply to the situation where a regular employee is off on paid sick leave for an extended period of time.

The situation where a substitute fills in for different positions will not serve to accumulate time for application under Section A, Article XXXIX.

GDP:mjopeiu459af1cioll3083



